

Effective Date: May 2, 2016

2/8/16  
1/6/2016

**8-O-16**

**AN ORDINANCE**

**Repealing Ordinances 82-O-10 and 68-O-11 and Enacting a new Host Fee for Operations at the Solid Waste Transfer Station located at 1711 Church Street**

**WHEREAS**, since 2011, the City and Veolia Environmental Services n/k/a Advanced Disposal Services Solid Waste Midwest, LLC (“Advanced”) litigated claims in case no. 11 CH 41536 in Cook County Circuit Court; and

**WHEREAS**, this litigation pertained to the Transfer Station Fee approved by the City Council in Ordinances 82-O-10 and 68-O-11; and

**WHEREAS**, following payment to the City by Advanced of a total of \$1,263,247.90 in Transfer Station Fees since 2011 while this litigation remained pending; and

**WHEREAS**, the City and Advanced now desire to settle all claims by and between them pursuant to the terms of the settlement agreement referenced in Resolution 6-R-16; and

**WHEREAS**, the City and Advanced desire to enter into a Host Community Agreement (“HCA”) for operations related to the solid waste transfer station located at 1711 Church Street pursuant to the terms of the HCA referenced in Resolution 7-R-16, allowing the City to continue to collect a Host Fee beginning January 1, 2018. This HCA is attached as Exhibit 1 to this ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF  
THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:**

**SECTION 1:** The foregoing recitals are hereby found as fact and incorporated herein by reference.

**SECTION 2:** That all ordinances or parts of ordinances in conflict herewith are hereby repealed, and specifically, Ordinances 82-O-10 and 68-O-11 are repealed in their entirety.

**SECTION 3:** That Title 8, Chapter 24 of the City Code is hereby deleted in its entirety and replaced with the following, titled "Solid Waste Transfer Station Operations":

**8-24-1: TITLE:**

This Chapter shall be referred to as Solid Waste Transfer Station Operations.

**8-24-2: DEFINITIONS:**

As used in this Chapter, the following terms are defined as follows:

**SOLID WASTE TRANSFER STATION OPERATOR:** any person or entity engaged in the removal of solid waste who owns or operates a solid waste transfer station. The foregoing shall not apply to waste collected by, or on behalf of, the City of Evanston.

**SOLID WASTE TRANSFER STATION:** a privately-owned site or facility that accepts waste for sorting and/or consolidation, and further transfer to a waste disposal, treatment, or handling facility.

**8-24-3: PAYMENT OF HOST COMMUNITY FEE AND ACCOUNTING REQUIRED:**

- (A)** Any Solid Waste Transfer Station Operator that owns and operates a Solid Waste Transfer Station shall be assessed a Host Fee of seventy five cents (\$.75) per ton, or any fraction thereof, of solid waste delivered to said Solid Waste Transfer Station. The Host Fee shall increase from time to time as required by the Host Community Agreement by and between the City and any Solid Waste Transfer Station Operator.
- (B)** The Host Fee shall be paid to the City of Evanston no later than thirty (30) days following the close of a calendar quarter. If any Solid Waste Transfer Station

Operator that operates a Solid Waste Transfer Station fails to pay the fee within the required time frame, it shall be fined seven hundred fifty dollars (\$750.00). Each day that the fee remains unpaid after it is due shall be a separate and continuing offense.

- (C) With each payment to the City, any Solid Waste Transfer Station Operator that owns and operates a Solid Waste Transfer Station shall submit to the City in both digital and hard copy form an accounting of the fees payable to the City, including the basis for those fees.

**8-24-4: SOLID WASTE TRANSFER STATION OPERATIONS:**

All operations conducted at a Solid Waste Transfer Station shall comply with all applicable laws and otherwise conform to the terms and conditions of the Host Community Agreement executed by the City of Evanston and the Solid Waste Transfer Station Operator.

**SECTION 4:** The City Manager is hereby authorized to execute the HCA, as amended, which includes the revised language in Section 4 regarding the Host Fee adjustment. The HCA will be approved as to form by the City's Corporation Counsel prior to execution.

**SECTION 5:** With the exception of Section 8-24-3, this ordinance shall be in full force and effect upon passage and publication as provided by law. Section 8-24-3 shall be in full force and effect as of January 1, 2018.

**SECTION 6:** The findings and recitals herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: January 25, 2016

Approved:


Adopted: March 14, 2016

April 22, 2016

  
Elizabeth B. Tisdahl, Mayor

Attest:

Approved as to form:

  
Rodney Greene, City Clerk

  
W. Grant Farrar, Corporation Counsel

**EXHIBIT 1**  
**HOST COMMUNITY AGREEMENT**

## HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT (“Agreement”) is executed this \_\_\_\_ day of \_\_\_\_\_, 2016, by the City of Evanston, Illinois, an Illinois municipal corporation (the “City”) and Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited liability company (“ADS”).

WHEREAS, ADS is the owner of property located at 1711 Church Street, Evanston, Illinois, legally described in Exhibit A of this Agreement (“Property”); and

WHEREAS, on October 17, 1983, the City Council approved the siting of a waste transfer station at the Property, pursuant to Section 39.2 of the Illinois Environmental Protection Act (“Act”), 415 ILCS 5/39.2; and

WHEREAS, on February 27, 1984, the Illinois Environmental Protection Agency (“Illinois EPA”) issued Permit No. 1984-2-DE/OP to develop and operate a waste transfer station at the Property (“Transfer Station”) and the Property has been continuously permitted by the Illinois EPA to operate the Transfer Station at the Property; and

WHEREAS, on December 1, 2010, the Illinois EPA issued Supplemental Permit No. 2010-461, approving a tarping station along the west property line of the Transfer Station (“Tarping Station”); and

WHEREAS, on September 29, 2011, the Illinois EPA issued Supplemental Permit No. 2011-286, approving the revised plan for improvements to the entrance to the Transfer Station (“Site Entrance Improvements”); and

WHEREAS, ADS is the current owner and operator of the Transfer Station; and

WHEREAS, ADS and the City are desirous that ADS complete the Tarping Station and Site Entrance Improvements, as provided herein; and

WHEREAS, ADS is desirous of earning the good will of the citizens of the City and the City is desirous of protecting the health, safety and welfare of its citizens by the measures set forth herein; and

WHEREAS, ADS is willing to pay to City, and the City desires to accept Host Fees as hereinafter set forth.

NOW, THEREFORE, the preceding recitals are incorporated by reference herein and in consideration of the mutual obligations undertaken herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually understood and agreed by ADS and the City as follows:

1. TERM OF AGREEMENT: This Agreement is effective on the date signed (“Effective Date”) and shall expire on the date on which the use of the Property permanently ceases to be used as a Transfer Station or upon the certified closure of the Transfer Station by the Illinois EPA (“Termination Date”), unless earlier terminated, as provided herein.

However, the obligation to pay a Host Fee, as provided in Paragraph 4 of this Agreement, shall not commence until January 1, 2017 (the "Commencement Date").

2. **COMMUNICATION, COMPLAINT INVESTIGATION AND RESOLUTION:** From and after the Effective Date:
  - a. The Transfer Station Manager shall be the City's point of contact for matters relating to the Transfer Station or this Agreement;
  - b. The Transfer Station Manager shall have an office at the Property;
  - c. The Transfer Station shall maintain a telephone number to receive, respond to and address public inquiries, complaints, and customer calls. This phone number will be answered by a person employed or retained by ADS during regular business hours;
  - d. In addition, ADS shall provide the City with the Transfer Station Manager's mobile phone number for use by the City after regular business hours;
  - e. All citizen complaints will be responded to by ADS within twenty-four (24) hours of receipt, and investigated within a reasonable time thereafter, unless otherwise agreed to by the complaining citizen or the City Manager;
3. **CITY INSPECTION OF THE TRANSFER STATION:** The City may, during regular business hours of the Transfer Station, inspect the Transfer Station for compliance with this Agreement and conditions of any Illinois EPA permit, as well as any other applicable statute, law, ordinance or regulation. Prior to any such inspection, the City shall check-in at the Transfer Station office and shall be accompanied by an employee of the Transfer Station and follow all safety rules of ADS.
4. **HOST FEES:**
  - a. Commencing on the Commencement Date and ending on the Termination Date, ADS shall pay to the City a per ton fee ("Host Fee") equal to seventy-five cents (\$0.75) on each ton of waste transferred through the Transfer Station for disposal. The Host Fee shall remain unadjusted through the Termination Date.
  - b. The Host Fee shall be paid no later than the thirtieth (30th) day following the close of a calendar quarter (for example, such payment is due on April 30th for the first calendar quarter ending March 31<sup>st</sup>) without demand from the City.
  - c. ADS shall keep complete and accurate books and records relating to the determination of the Host Fees to be paid under this Agreement for three (3) years from the date on which payments to the City were made. Additionally, with each payment to the City, ADS shall submit to the City in both digital and hard copy form an accounting of the amount of fees payable to the City, including the basis for those fees.

- d. ADS shall provide the City, at the City's request, with weight receipts from a certified scale at the Transfer Station. Additionally, ADS shall permit the City's designated representatives, upon reasonable notice, access to such books and records for inspection, audit, and photocopying during ADS's normal business hours. The City shall maintain as confidential the information that it derives from ADS's books and records, except to the extent the City obtains documents from ADS that must be disclosed pursuant to the Illinois Freedom of Information Act, or other applicable Illinois law. ADS agrees to reasonably cooperate with the City in the event the City is required to respond to Illinois of Freedom Act requests that call for the production of documents related to the Agreement. However, the City shall be permitted to disclose the information it obtains from ADS to employees and consultants that the City believes, in its reasonable discretion, such disclosure is appropriate in order to monitor and ensure ADS's compliance with the terms and conditions of this Agreement. In no event, however, is ADS required under this Agreement to reveal to the City its hauling or Transfer Station customer list(s), as the City acknowledges that information is proprietary, and if the books and records that are kept and relate to Host Fees also contain customer lists or other confidential or privileged information, ADS may, at its sole discretion, redact any and all portions of the information prior to providing the books and records to the City and/or copies of any document to the City, as long as the redaction does not remove any numerical information such as tare and weight of trucks. Further, in the event ADS does not redact such documents at the time the City views them, but later redacts when the City requests copies, such failure to redact is not a waiver of the confidentiality or privilege of the redacted information. In the event that any such inspection/audit reveals any underpayment of Host Fees, ADS shall within fifteen (15) days of receipt of notice of underpayment by the City, pay the City the amount(s) of such underpayment(s). In the event that such inspection reveals any overpayment(s) of the subject fees, ADS may credit the amount of such overpayment(s) against payments of the subject fees made after the audit.
- e. The City must notify ADS, in writing, of any dispute regarding payment of Host Fees to the City within one (1) year after end of the calendar year for which the disputed fees were payable. Otherwise, any such dispute is deemed waived.
- f. If this Agreement is terminated, Host Fees that have accrued under this Agreement shall be paid to the Termination Date, and no further payment of Host Fees shall be due thereafter from ADS to the City.

5. NEW FEES AND TAXES:

- a. In consideration for ADS's agreement herein to pay Host Fees as provided in this Agreement, the City shall not levy any new taxes or assess any fees against ADS, the Property, or the Transfer Station, even if such fees are specifically allowed by State Law to be charged by a host community to a pollution control or other similar facility such as the subject Transfer Station, except as provided in Paragraph 5(b) below. If the City levies any such new taxes or assesses any such



fees against ADS, the Property or the Transfer Station, then ADS shall have the right to terminate this Agreement by giving notice, as provided in Paragraph 9(o) of this Agreement.

- b. Notwithstanding the foregoing, the City shall have the right to levy real estate taxes, or other fees or taxes validly and uniformly assessed against all members of a class of taxpayers or fee payers, other than as an owner or operator of a waste transfer station, collector of waste, landscape waste, construction and demolition debris, and/or recyclables, or a solid waste management facility; provided, however, that ADS does not waive its right to challenge or appeal any such validly and uniformly assessed fees or taxes.

6. TARPING STATION:

- a. ADS and the City recognize that drivers of the semi-trailer trucks being loaded with waste for further transfer for disposal pull tarps across the top of the trucks prior to exiting the facility to minimize blowing litter. In order to give these drivers greater visibility and better access to the trucks, and to improve driver safety, ADS has proposed the installation of the Tarping Station, which is a raised catwalk for the drivers to use when pulling the tarp across the top of the trucks.
- b. The City approves of the installation of the Tarping Station.
- c. The Illinois EPA has issued Supplemental Permit No. 2010-461 for the installation of the Tarping Station ("Tarping Station Permit"). The Tarping Station Permit was issued based on plans, specifications and supporting documentation ADS submitted to the Illinois EPA dated September 2010. The City acknowledges and agrees that ADS, in its sole discretion, may amend, revise or supplement said plans, specifications or supporting documentation, as necessary to meet the objectives in Paragraph 6(a) above, in which case the Tarping Station Permit may need to be amended or modified. ADS agrees to provide the City with copies of all documentation that is submitted to the Illinois EPA as part of any such amendment or modification of the Tarping Station Permit.
- d. ADS agrees to submit a building permit application for the Tarping Station to the City within six months after the date of this Agreement, and the City agrees to act on the building permit application as provided in Paragraph 8 of this Agreement. Following receipt of (i) the building permit and other necessary approvals from the City and other governmental authorities with jurisdiction over the Property and (ii) any amendments or modifications to the Tarping Station Permit, ADS agrees to commence and diligently pursue construction of the Tarping Station.

7. SITE ENTRANCE IMPROVEMENTS:

- a. ADS proposed the Site Entrance Improvements to improve traffic flows, provide surface parking for personal vehicles of site personnel and additional landscaping. The Site Entrance Improvements will include removal of an existing building on Church Street and extending the existing concrete sound wall from its current termination point, west to the neighboring Strange Lofts building.
- b. The City approves of the Site Entrance Improvements.
- c. The Illinois EPA has issued Supplemental Permit No. 2011-286 for the construction of the Site Entrance Improvements ("Site Entrance Improvements Permit"). The Site Entrance Improvements Permit was issued based on plans, specifications and supporting documents ADS submitted to the Illinois EPA dated June 2011. The City acknowledges and agrees that ADS, in its sole discretion, may amend, revise or supplement said plans, specifications or supporting documents, as necessary to meet the objectives in Paragraph 7(a) above, in which case the Site Entrance Improvements Permit may need to be amended or modified. ADS agrees to provide the City with copies of all documentation that is submitted to the Illinois EPA as part of any such amendment or modification of the Site Entrance Improvements Permit.
- d. ADS agrees to submit building permit and demolition permit applications for the Site Entrance Improvements to the City within six months after the date of this Agreement, and the City agrees to act on the building and demolition permit applications as provided in Paragraph 8 of this Agreement. Following receipt of (i) the building and demolition permits and other necessary approvals from the City and other governmental authorities with jurisdiction over the Property and (ii) any amendments or modifications to the Site Entrance Improvements Permit, ADS agrees to commence and diligently pursue construction of the Site Entrance Improvements.

8. BUILDING AND DEMOLITION PERMITS: The City shall issue building and demolition permits and other necessary permits or approvals for which ADS shall apply in order to construct the Tarping Station and the Site Entrance Improvements within a reasonable period of time after the date of application therefor or within a reasonable period of time after the City's receipt of the last of the documents and information required to support such application. Such period of time shall not exceed thirty (30) business days. If the application is disapproved, the City shall provide the applicant with a statement in writing within such period, specifying the reasons for denial of the application, including specification of the requirements of law which the application and supporting documents fail to meet. The City shall issue such building and demolition permits and other necessary permits or approvals within ten (10) business days of ADS's compliance with those requirements of law so specified by the City. The City agrees that ADS shall not be required to obtain from the City any zoning approval as a condition to the issuance of such building and demolition permits. ADS agrees that the City has the right to observe all construction activities related to the Tarping Station and the Site

Entrance Improvements and to respond to any reasonable City requests for information relative to same.

9. GENERAL PROVISIONS:

- a. *Amendments.* This Agreement may be amended or otherwise modified only by written agreement duly approved and executed on behalf of the City and ADS.
- b. *Captions.* Captions in this Agreement are for the convenience of reference only and do not affect this Agreement or its interpretation.
- c. *Entire Agreement.* This Agreement sets forth the entire, final and exclusive Agreement and understanding of the City and ADS with respect to the matters referenced herein and covered hereby, except for Section 5 of the Confidential Settlement and Release Agreement between the City and ADS.
- d. *Governing Law. Venue and Jurisdiction.* This Agreement and all disputes hereunder shall be governed by the laws of the State of Illinois.
- e. *Assignment of Agreement.* This Agreement shall be binding upon ADS and its successors and assigns.
- f. *Covenants Run With The Land.* The parties agree that the covenants, agreements and understandings contained in this Agreement (including, without limitation, the obligation to pay the Host Fee), touch and concern the Property, and that such covenants, agreements, and understandings shall run with the Property. ADS agrees that the City may prepare, and ADS shall promptly execute duplicate originals of an instrument, in recordable form, which will constitute a memorandum of Host Community Agreement, attaching an executed copy of this Agreement as an exhibit, and record such Memorandum in the Office of the Cook County, Illinois Recorder of Deeds.
- g. *Compliance with Applicable Laws.* ADS shall conduct operations at the Transfer Station in strict accordance and compliance with all applicable federal, state, local laws.
- h. *Relationship of the Parties.* Nothing in this Agreement shall be construed to create a joint venture, partnership, association or employment relationship between the City and ADS.
- i. *Recitals.* The recitals are a part of this Agreement.
- j. *Severability.* If any provision of this Agreement or any document executed in connection herewith shall be or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, or enforceability of the remaining provisions contained herein or therein shall not be affected or impaired. In such case, the parties shall achieve the purpose of the involved provision by

agreeing to a new, legally valid and enforceable provision, which shall become part of this Agreement.

- k. *Third Parties.* Nothing in this Agreement, express or implied, is intended to confer any right or remedy on any person other than the City and ADS, and their respective successors and permitted assigns, nor is anything in this Agreement intended to affect or discharge any obligation or liability of any third person to the City or ADS, nor to give any such third person any right of action or subrogation against the City or ADS.
- l. *Waiver.* The failure of City or ADS at any time to require the performance of any provision of this Agreement shall not affect its right to enforce the provision at a later time. No waiver of any nature by the City or ADS, whether by conduct or otherwise, shall be deemed to be a continuing waiver.
- m. *Mutual Review.* The City and ADS have jointly participated in the preparation of this Agreement, and for purposes of principles of governing the construction of the terms this Agreement, no party shall be deemed to be the drafter of this Agreement. The City and ADS specifically acknowledge their individual legal counsel has reviewed and advised them concerning this Agreement, and the undersigned have been authorized to enter into this Agreement on behalf of the applicable party respectively. ADS acknowledges that the Agreement will be authorized and approved by the Evanston City Council in open session pursuant to the Illinois Open Meetings Act, 5 ILCS 120/ et seq.
- n. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
- o. *Notification.* All notices and other correspondence required or permitted under this Agreement shall be given at the following addresses or such other address as the City or ADS may in writing designate. Notices shall be deemed to have been given and effective as follows:
  - i. When delivered personally; or
  - ii. If deposited with a commercial courier for next business day delivery, one (1) business day after being so deposited.
  - iii. All notices under this Agreement require the sender to obtain a signature of the recipient at time of delivery.

To the City:  
City of Evanston  
City Manager  
2100 Ridge Avenue  
Evanston, IL 60201

With Copies To:  
W. Grant Farrar  
Corporation Counsel, City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201

To ADS:  
Michael K. Slattery  
Senior Vice President and General Counsel  
Advanced Disposal  
90 Ft. Wade Road, Suite 200  
Ponte Vedra, FL 32081

With Copies To:  
Gerald P. Callaghan  
Freeborn & Peters LLP  
311 S. Wacker Drive, Suite 3000  
Chicago, IL 60606

And to:  
Area Manager  
Advanced Disposal  
2800 Shermer Road  
Northbrook, IL 60062

IN WITNESS WHEREOF, the undersigned have affixed their signatures on behalf of the City and ADS this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

FOR THE CITY OF EVANSTON:

ATTEST:

\_\_\_\_\_  
Name:

Title:

FOR ADVANCED DISPOSAL SERVICES ATTEST:  
SOLID WASTE MIDWEST, LLC:

\_\_\_\_\_  
Name:

Title:

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

#### PARCEL 1:

A STRIP OF LAND 100 FEET IN WIDTH EXTENDING OVER AND ACROSS THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID STRIP OF LAND BEING 50 FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 13 (SAID NORTH LINE BEING ALSO THE CENTER LINE OF LYONS STREET), DISTANT 335 FEET WESTERLY FROM THE NORTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 688.90 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF CHURCH STREET, DISTANT 591.18 FEET WESTERLY FROM THE INTERSECTION THEREOF WITH THE WEST LINE OF LOT 12 IN BLOCK 3 OF GILBERT AND FARMER'S ADDITION TO EVANSTON, AND THERE TERMINATING; EXCEPT THEREFROM THAT PART OF THE LAND FALLING WITHIN LOT 9 AND THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOT 9 WHICH LIES SOUTHEASTERLY OF A LINE PARALLEL WITH AND DISTANT 56.5 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS SAID MAIN TRACK IS NOW LOCATED AND ESTABLISHED ADJACENT THERETO ALL IN BLOCK 4 IN MERRILL LADD'S SECOND ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

ALL THAT PART OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN JUNCTION RAILROAD, EXCEPT THAT PART THEREOF TAKEN FOR STREETS, AND EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID RIGHT OF WAY WITH THE WEST LINE OF SAID SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 13, BEING AT A POINT 102.72 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 13: THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE 223.49 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID WESTERLY RIGHT OF WAY LINE 90.94 FEET TO THE WEST LINE OF SAID SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 13; AND THENCE SOUTH

ALONG SAID LINE 241.36 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART THEREOF TAKEN FOR STREETS, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

THAT PART OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN JUNCTION RAILROAD, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID RIGHT OF WAY WITH THE WEST LINE OF SAID SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 13, BEING AT A POINT 102.72 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 13; THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE 223.49 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID WESTERLY RIGHT OF WAY LINE 90.94 FEET TO THE WEST LINE OF SAID SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 13; AND THENCE SOUTH ALONG SAID LINE 241.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**ALSO**

LOT 9 AND THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOT 9 (EXCEPT THAT PART OF SAID LOT 9 AND SAID ALLEY WHICH LIES SOUTHEASTERLY OF A LINE PARALLEL WITH AND DISTANT 56.5 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS SAID MAIN TRACK IS NOW LOCATED AND ESTABLISHED ADJACENT THERETO) AND LOT 10 (EXCEPT THAT PART THEREOF COMMENCING AT THE SOUTHWEST CORNER OF LOT 10, THENCE NORTH ON THE WEST LINE OF SAID LOT 10 TO THE NORTHWEST CORNER THEREOF; THENCE EAST ON THE NORTH LINE OF SAID LOT 10,  $\frac{1}{4}$  OF AN INCH; THENCE SOUTH TO A POINT ON THE SOUTH LINE OF SAID LOT 10,  $\frac{3}{4}$  OF AN INCH EAST OF THE SOUTHWEST CORNER THEREOF; THENCE WEST ON THE SOUTH LINE OF LOT 10,  $\frac{3}{4}$  OF AN INCH TO THE PLACE OF BEGINNING) ALL IN BLOCK 4 IN MERRILL LADD'S SECOND ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CITY OF EVANSTON, COOK COUNTY, ILLINOIS.

**PARCEL 4:**

LOT 9 AND THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOT 9 WHICH LIES SOUTHEASTERLY OF A LINE PARALLEL WITH AND DISTANT 56.5



FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS SAID MAIN TRACK IS NOW LOCATED AND ESTABLISHED ADJACENT THERETO, ALL IN BLOCK 4 IN MERRILL LADD'S SECOND ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{2}$  OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.