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4/12/0081 ED 001 Page 1 of 11

2003-04-01 10:24:57

Cook County Recorder 44.50

WHEN RECORDED MAIL TO:

Andrew P. Massmann
Sidley Austin Brown & Wood
Bank One Plaza
10 South Dearborn Street
Chicago, Illinois 60603



0030437945

SEND FUTURE TAX BILLS TO:

The Young Men's Christian Association of Chicago
801 North Dearborn Street
Chicago, Illinois 60610
Attn: Margaret Hoyt

QUITCLAIM DEED
DONATION

THIS INDENTURE WITNESSETH: That the Grantor, **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, a Delaware corporation, (formerly The Atchison, Topeka and Santa Fe Railway Company), of 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, Donor hereinafter called "Grantor", for and consideration of the covenants and conditions set forth herein, hereby **DONATES, CONVEYS** and **QUITCLAIMS**, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to the **BOARD OF TRUSTEES OF THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO**, constituted pursuant to special acts of the Illinois legislature, with an address at 801 North Dearborn Street, Chicago, Illinois, 60610, Donee hereinafter called "Grantee", all of Grantor's rights, title and interest, if any, in and to that certain parcel of land, subject, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise, located in the County of Cook, State of Illinois, hereinafter called "Property", being more particularly described on **EXHIBIT A** attached hereto and by this reference made a part hereof.

ALSO, as part of the consideration for Grantor's donation of its interests in the Property, without which Grantor would not make this conveyance as a donation, Grantee accepts the Property on an "AS-IS, WHERE-IS" basis and with all faults, subject to the terms and conditions contained herein. Grantor expressly disclaims any warranties for the Property or appurtenances thereto, including, without limitation, warranties as to title to the Property, its physical condition, availability of utilities, its zoning classification, the design or condition of the Property, its merchantability or its fitness for any particular purpose, or conformity of the Property to its intended use. Grantee agrees that Grantor shall not be liable for any damage, including without limitation, incidental or consequential damages (including strict liability in tort) with respect to the Property.

Common Address: 26th Street and Western Avenue, Chicago, Illinois, 60608

P.I.N.'s: 16-25-400-018-6001; 16-25-400-018-6002

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Grantee agrees to assume the responsibility and cost of cleaning the Property to cleanup objectives acceptable to the Illinois Environmental Protection Agency ("IEPA") pursuant to the Illinois Site Redemption Program, with the intended goal of securing a No Further Remediation Letter from the IEPA and other responsibilities discussed herein.

This Property shall be used by the Grantee as a YMCA facility only.

GRANTEE HAS BEEN ALLOWED TO MAKE AN INSPECTION OF THE PROPERTY AND HAS KNOWLEDGE AS TO THE PAST USE OF THE PROPERTY. BASED UPON THIS INSPECTION AND KNOWLEDGE, GRANTEE IS AWARE OF THE CONDITION OF THE PROPERTY AND GRANTEE IS AWARE THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING THE PHYSICAL CONDITION OF THE PROPERTY AND ANY DEFECTS THEREOF, THE PRESENCE OF ANY HAZARDOUS SUBSTANCES, WASTES OR CONTAMINANTS IN, ON OR UNDER THE PROPERTY, THE CONDITION OR EXISTENCE OF ANY OF THE ABOVE GROUND OR UNDERGROUND STRUCTURES OR IMPROVEMENTS IN, ON OR UNDER THE PROPERTY, THE CONDITION OF TITLE TO THE PROPERTY, AND THE LEASES, EASEMENTS OR OTHER AGREEMENTS AFFECTING THE PROPERTY. GRANTEE IS AWARE OF THE RISK THAT HAZARDOUS SUBSTANCES AND CONTAMINANTS MAY BE PRESENT ON THE PROPERTY, AND INDEMNIFIES, HOLDS HARMLESS AND HEREBY WAIVES, RELEASES AND DISCHARGES FOREVER, GRANTOR FROM ANY AND ALL PRESENT OR FUTURE CLAIMS OR DEMANDS, AND ANY AND ALL DAMAGES, LOSS, INJURY, LIABILITY, CLAIMS OR COSTS, INCLUDING FINES, PENALTIES AND JUDGMENTS, AND ATTORNEY'S FEES, ARISING FROM OR IN ANY WAY RELATED TO THE CONDITION OF THE PROPERTY OR ALLEGED PRESENCE, USE, STORAGE, GENERATION, MANUFACTURE, TRANSPORT, RELEASE, LEAK, SPILL, DISPOSAL OR OTHER HANDLING OF ANY HAZARDOUS SUBSTANCES OR CONTAMINANTS IN, ON OR UNDER THE PROPERTY, (THE "ENVIRONMENTAL CONDITION") WHETHER SUCH ENVIRONMENTAL CONDITION OR SUCH EVENTS GIVING RISE TO THE ENVIRONMENTAL CONDITION WAS DUE TO THE SOLE OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF GRANTOR OR GRANTEE. LOSSES SHALL INCLUDE WITHOUT LIMITATION (A) THE COST OF ANY INVESTIGATION, REMOVAL,

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REMEDIAL OR OTHER RESPONSE ACTION THAT IS REQUIRED BY ANY ENVIRONMENTAL LAW, THAT IS REQUIRED BY JUDICIAL ORDER OR BY ORDER OF OR AGREEMENT WITH ANY GOVERNMENTAL AUTHORITY, OR THAT IS NECESSARY OR OTHERWISE IS REASONABLE UNDER THE CIRCUMSTANCES, (B) CAPITAL EXPENDITURES NECESSARY TO CAUSE THE GRANTOR'S REMAINING PROPERTY OR THE OPERATIONS OR BUSINESS OF THE GRANTOR ON ITS REMAINING PROPERTY TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF ANY ENVIRONMENTAL LAW, (C) LOSSES FOR INJURY OR DEATH OF ANY PERSON, AND (D) LOSSES ARISING UNDER ANY ENVIRONMENTAL LAW ENACTED AFTER TRANSFER. THE RIGHTS OF GRANTOR UNDER THIS SECTION SHALL BE IN ADDITION TO AND NOT IN LIEU OF ANY OTHER RIGHTS OR REMEDIES TO WHICH IT MAY BE ENTITLED UNDER THIS DOCUMENT OR OTHERWISE. THIS INDEMNITY SPECIFICALLY INCLUDES THE OBLIGATION OF THE GRANTEE TO REMOVE, CLOSE, REMEDIATE, REIMBURSE OR TAKE OTHER ACTIONS REQUESTED OR REQUIRED BY AN GOVERNMENTAL AGENCY CONCERNING ANY HAZARDOUS SUBSTANCES OR CONTAMINANTS ON THE PROPERTY. PROVIDED, HOWEVER, THAT GRANTEE'S OBLIGATION TO INDEMNIFY GRANTOR SHALL EXCLUDE: (1) PERSONAL INJURY CLAIMS BY THIRD PARTIES WHICH ARISE SOLELY FROM EXPOSURE OR ALLEGED EXPOSURE ON THE PROPERTY PRIOR TO CLOSING DATE; AND (2) CLAIMS BY THIRD PARTY FOR PROPERTY DAMAGE ARISING SOLEY FROM MIGRATION OF HAZARDOUS SUBSTANCES FROM THE PROPERTY PRIOR TO CLOSING DATE. GRANTEE SHALL FURTHER INDEMNIFY GRANTOR TO THE EXTENT THAT SUCH THIRD CLAIMS ARE MADE AGAINST GRANTOR AND GRANTOR'S LIABILITY FOR CLEANUP IS INCREASED BECAUSE OF THE GRANTEE'S DEVELOPMENT AND USE OF THE PROPERTY. GRANTEE COVENANTS NOT TO SUE OR PROSECUTE ANY CLAIMS GRANTEE MAY HAVE OR WHICH MAY ARISE IN THE FUTURE FOR THE CONDITION OF ENVIRONMENTAL CONDITION OF THE PROPERTY OR ANY SUCH EVENT GIVING RISE TO THE CONDITION OR ENVIRONMENTAL CONDITION OF THE PROPERTY.

The term "Environmental Law" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law.

The term "Hazardous Substance" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

Grantee acknowledges and affirms that Grantee's assumption of ownership of the Property in no way entitles Grantee to use any Grantor's trademark or service mark in any commercial application without Grantor's express written permission.

Grantee will provide Grantor with any and all environmental studies and soil tests conducted on the Property. Grantee will provide the Grantor with the opportunity to split samples, review and comment on submissions to the IEPA and to attend meetings with the IEPA.

GRANTEE, IN ITS ACCEPTANCE HEREOF, HEREBY AGREES TO INDEMNIFY AND SAVE HARMLESS SAID GRANTOR, FROM AND AGAINST ALL LAWFUL CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS AND EXPENSES, FOR INJURY TO OR DEATH OF THE PERSON OR LOSS OR DAMAGE TO THE PROPERTY OF ANY PERSON OR PERSONS WHOMEVER, INCLUDING THE PARTIES HERETO, IN ANY MANNER ARISING FROM OR GROWING OUT OF THE ACTS OR OMISSIONS, NEGLIGENT OR OTHERWISE, OF GRANTEE, ITS SUCCESSORS, ASSIGNS, LICENSEES AND INVITEES OR ANY PERSON WHOMSOEVER, IN CONNECTION WITH THE ENTRY UPON, OCCUPATION OR USE OF THE SAID PROPERTY HEREIN DESCRIBED.

A deed restriction, entitled "Declaration of Restrictive Covenant", of even date herewith, detailing development protocols and encapsulation of the Property shall be recorded at the time of the transfer of this Donation Quitclaim Deed, hereinafter "deed restriction".

By delivery of this deed, Grantee, its legal representatives, successors and assigns, hereby accept and agree to all of the terms, conditions, provisions, reservations, restrictions, and indemnities herein contained.

TO HAVE AND TO HOLD the Property unto the said Grantee, its successors and assigns, forever, subject however to the covenants and conditions set forth herein, to the extent, but only to the extent such exceptions validly affect the Property.

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IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by its authorized representative, attested by its Assistant Secretary, and its corporate seal to be affixed hereto on the 11th day of November, 2002.

**THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY**

By: James J. O'Neil
James J. O'Neil, Assistant Vice President
Property & Facilities Management

ATTEST:

By: Patricia Zbichorski
Patricia Zbichorski
Assistant Secretary

Grantor's Federal Tax ID No.: 41-6034000



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STATE OF TEXAS

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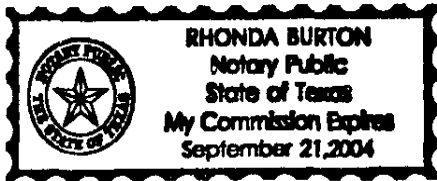
§ ss.

COUNTY OF TARRANT

§

I, Rhonda Burton, a Notary Public in and for said County and State, do hereby certify that James J. O'Neil, Assistant Vice President Property & Facilities Management, of **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, and Patricia Zbichorski, Assistant Secretary of said **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, personally known to me to be the same person, whose names are subscribed to the foregoing instrument, and to me personally known to be respectively the Assistant Vice President Property & Facilities Management and Assistant Secretary of said corporation, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, being thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of November, 2002.



Rhonda Burton
Notary Public

My commission expires: 9/21/2004

This instrument was drafted by:
The Staubach Company
5650 N. Riverside Drive # 101
Ft. Worth, TX 76137

I hereby declare that the attached represents a transaction exempt under the provisions of 35 ILCS 200/31-45(B), Real Estate Transfer Tax Act.

Date: March 31, 2003

[Signature]
Signature of Grantee, Grantor or Representative

FORM APPROVED BY LAW

EXHIBIT A

THE PROPERTY

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, AND RUNNING; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 25, A DISTANCE OF 50.00 FEET, TO THE POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF SOUTH WESTERN AVENUE, SAID WESTERLY LINE OF SOUTH WESTERN AVENUE BEING ON A LINE THROUGH SAID POINT 50.00 FEET WEST OF SAID NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25 AND RUNNING THROUGH A POINT 33.00 FEET WEST OF SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 25 AND 570.00 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND SAID WESTERLY LINE OF SOUTH WESTERN AVENUE, A DISTANCE OF 112.59 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND;

THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY LINE OF SOUTH WESTERN AVENUE, A DISTANCE OF 458.00 FEET TO A POINT, SAID POINT BEING 33.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 25 AND 570.00 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25;

THENCE CONTINUING SOUTH ALONG THE WEST LINE OF SAID SOUTH WESTERN AVENUE, SAID WEST LINE BEING 33.00 FEET WEST OF SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 25, A DISTANCE OF 111.74 FEET, TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER (NOW FILLED), SAID POINT OF INTERSECTION BEING ALSO ON THE NORTH LINE OF THE EASTWARD EXTENSION OF THE LAWNDALE INDUSTRIAL PARK SUBDIVISION, RECORDED AS DOCUMENT NUMBER 22096792 IN COOK COUNTY, ILLINOIS;

THENCE WEST ALONG SAID CENTERLINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER (NOW FILLED) AND SAID NORTH LINE OF THE LAWNDALE INDUSTRIAL PARK SUBDIVISION, A DISTANCE OF 401.00 FEET, TO THE POINT OF INTERSECTION WITH A LINE 434.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 25;

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THENCE NORTH ALONG SAID LINE 434.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 25, A DISTANCE OF 646.32 FEET, TO THE POINT OF INTERSECTION WITH A LINE APPROXIMATELY 15.00 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE 26TH STREET LINE TRACK NUMBER 17, SAID POINT BEING 36.86 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25;

THENCE EAST ALONG SAID LINE APPROXIMATELY 15.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF THE 26TH STREET LINE TRACK NUMBER 17, A DISTANCE OF 157.2 FEET TO A POINT OF CURVE, SAID POINT OF CURVE BEING 36.89 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25 AND 418.28 FEET WEST OF SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 25;

THENCE SOUTHEASTWARDLY ALONG SAID CURVE, CONVEX NORTHEASTWARDLY, HAVING A RADIUS OF 500.00 FEET, A DISTANCE OF 142.93 FEET, TO A POINT OF INTERSECTION WITH A STRAIGHT LINE, SAID POINT OF INTERSECTION BEING 57.20 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25 AND 276.89 FEET WEST OF SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 25;

THENCE SOUTHEASTWARDLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 122.52 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT OF INTERSECTION BEING 92.35 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25 AND 159.49 FEET WEST OF SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 25;

THENCE SOUTHEASTWARDLY ALONG SAID CURVE, CONVEX SOUTHWESTWARDLY, HAVING A RADIUS OF 561.12 FEET, A DISTANCE OF 114.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

APPROVED LEGAL	KKH
APPROVED FORM	RLEE
APPROVED	REW

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PLAT ACT AFFIDAVIT - METES AND BOUNDS DESCRIPTION ³⁰⁴³⁷⁹⁴⁵

The Burlington Northern and Santa Fe Railway Company, a Delaware corporation, hereby states

that: (please check the appropriate box)

- A. That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or
- B. That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons: (please circle the appropriate number)
1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
 2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
 3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
 4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
 5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
 6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
 7. Conveyances made to correct descriptions in prior conveyances.
 8. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
 9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.
Amended by P.A. 80-318, Paragraph 1, eff. October 1, 1977.

The undersigned further states that it makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

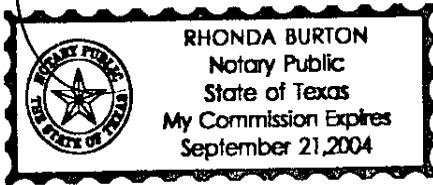
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation

By:

James J. O'Neil
Name: JAMES J. O'NEIL
Its: Asst. Vice President Prop & Fac Mgr.

Subscribed and sworn before me this 11th day of November, 2002.

Rhonda Burton
Notary Public



Property of Cook County Clerk's Office

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STATEMENT BY GRANTOR

AND GRANTEE

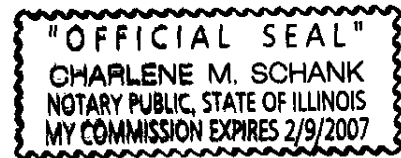
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated March 31, 2003

Signature [Handwritten Signature]
Grantor or Agent

SUBSCRIBED AND SWORN TO BEFORE
ME BY THE SAID Agent
THIS 31st DAY OF March, 2003

NOTARY PUBLIC Charlene M. Schank



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated March 31, 2003

Signature [Handwritten Signature]
Grantee or Agent

SUBSCRIBED AND SWORN TO BEFORE
ME BY THE SAID Agent
THIS 31st DAY OF March, 2003

NOTARY PUBLIC Charlene M. Schank



Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]