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Route McCormick Boulevard
Section _____
Job No. R-90-002-98
County: Cook
Parcel No. 0D50003

RECORDER'S USE



Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 08/20/2003 01:31 PM Pg: 1 of 7

Property of Cook County Clerk's Office

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, That the Grantor, METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic created, duly organized and existing under and by virtue of the laws of the State of Illinois, and duly authorized to transact business under the Statutes of the State of Illinois, for and in consideration of ONE HUNDRED SEVENTY-SIX THOUSAND, THREE HUNDRED AND NO/100 DOLLARS (\$176,300.00) in hand paid, and pursuant to authority given by its Board of Commissioners at its meeting of February 20, 2003, CONVEYS and QUITCLAIMS all the existing legal or equitable rights, title and interest of the Grantor in the premises described herein, and shall extend to any after acquired title of the described premises, unto the State of Illinois, Department of Transportation, Grantee, the following described real estate to-wit:

Legal Description Attached Hereto and Made a Part Hereof as Exhibit A.

Situated in the County of Cook, in the State of Illinois.

Commonly Known As: Vacant Land, Devon Avenue and McCormick Boulevard,
Chicago, Illinois

Permanent Index No: 13-02-220-034-8001 AND 13-02-220-034-8002
13-02-220-035-8001 AND 13-02-220-035-8002

Subject to the covenants, conditions, and restrictions of record and permit reservations below:

The Grantor reserves unto itself a perpetual permit, license, right and authority upon over, across, under and through the real estate legally described in Exhibit A, attached hereto and made a part hereof, thereby conveyed to enter upon and use such real estate as may be necessary to maintain, operate, repair and reconstruct such facilities as exist on the Premises on the date hereof, including the Northside 3

1 "Exempt under provisions of Paragraph B,
Section 4, Real Estate Transfer Tax Act."

08/12/03 *[Signature]*
DATE BUYER

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Intercepting Sewer, Interceptor Connector 1-95 and related structures, connecting sewers, drains, appurtenances thereto, parking areas, if any, and the North Shore Channel and its banks. Notwithstanding the aforesaid and by way of limitation, the Grantor agrees that at no time shall Grantor's entrance upon or use of the Premises for the purposes stated above unreasonably interfere with Grantee's use of the Premises. In no case shall the permit or license or right and authority reserved to the Grantor hereunder be construed to give any entity any easement, leasehold or other property interest of any kind in, upon, under, above or along the Grantee's right-of-way.

At all times that Grantor or any of its employees, agents or representatives are on the Premises they shall refrain from interference with the roadway, shall not interfere with the flow of traffic or vehicular use of the roadway, shall not trim, cut or in any way disturb any trees or shrubbery along the roadway without approval of the Grantee's District Engineer, which approval shall not be unreasonably withheld, shall take all precautions to protect Grantee's workers, other permittees and Grantor's employees, representatives and agents from health, environmental and traffic hazards.

Grantor shall coordinate with Grantee's District Engineer whenever its work or use of the premises shall effect the right-of-way or roadway.

The Grantor shall furnish material, do all work, pay all costs, and shall in a reasonable length of time restore the damaged portions of the highway to a condition similar or equal to that existing before the commencement of the described work, including any seeding or sodding necessary.

During any use of the premises under the reservations of Grantor herein, if Grantor intends to perform material or substantial work other than ordinary maintenance, then Grantor shall give the Grantee's District Engineer at least 21 days prior written notice of any work to be done with a description thereof except and unless an emergency exists in which case Grantor shall give the Grantee's District Engineer notice at the earliest moment possible under the circumstances. If any work of the Grantor involves or affects any portion of the right-of-way or roadway, then Grantor shall give prior written notice of the intended work and extent including plans, if available.

The Grantor shall at all times conduct its work in such a manner as to minimize hazards to vehicular and pedestrian traffic. Traffic controls and work site protection shall be in accordance with the applicable requirements of Chapter 6 (Traffic Controls for Highway Construction and Maintenance Operations) of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways and with the traffic control plan if one is required elsewhere in the permit.

The work performed by the Grantor is for the bona fide purpose expressed and not for the purpose of, nor will it result in, the parking or servicing of vehicles on the highway right-of-way. Signs located on or overhanging the right-of-way shall be prohibited.

Should the Grantor enter upon the Premises to do work other than normal maintenance, it shall cause its contractor to provide proof of insurance in a minimum of \$4,000,000.00 naming Grantee as an additional insured on the policy and provide Grantee with proof of insurance before commencing such work.

If Grantor constructs, locates, operates and/or maintains new (constructed or erected after the date hereof) utility facilities on or near the Grantee's roadway and its

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appurtenances, and if the Grantee reasonably determines that it is necessary to relocate, reconstruct, widen or maintain the roadway and/or provide proper protection to life and property on or adjacent to the roadway the Grantor, upon written request from the Grantee's District Engineer, shall perform such alterations or change of location of the new facilities, at the sole expense of the Grantor. Should the Grantor fail to make satisfactory arrangements to comply with this request within a reasonable time, the Grantee reserves the right to make such alterations or change of location or remove the work at Grantor's expense expense.

It is further expressly understood and agreed by the Grantee that no work or use of the Premises by Grantee shall unreasonably interfere with Grantor's maintenance, operation or reasonable access to the Premises as provided under the permit set forth hereinabove. Should Grantee's use of the Premises require that the Grantor's existing facilities or structures need to be moved or changed, the Grantee shall give Grantor prior notice of its intent to do same, if an emergency, then notice shall be given as soon as reasonably possible. In such event, the work shall be done by Grantor at Grantee's sole cost and expense in a workmanlike manner. Further, any such work, if material or substantial, shall be done in good faith coordination with the Grantee's Engineer whom shall act reasonably in such regard. Any damage to Grantor's existing or new facilities caused by Grantor's work for its own purposes as described above shall be repaired or restored at Grantor's sole cost and expense in a workmanlike manner. The Grantor shall be solely responsible for any cost or expense related directly or indirectly to the exercise of its rights under the permit granted herein and/or the use of the Premises.

It being understood that the subject property is contaminated and notwithstanding anything herein to the contrary, the Grantor hereby agrees to hold harmless the Grantee from and for any all claims, actions, causes of action, obligations, requirements or otherwise, for any and all known or unknown pre-existing environmental issues or matters which have or may arise relating to the subject premises, except that Grantee shall be solely responsible for the removal and proper lawful disposal of any soils excavated by Grantee which are contaminated beyond the legally acceptable limits as determined by the IEPA; excepting also, the cost of any and all environmental remediation arising from or in connection with any contamination directly or proximately caused by IDOT's activities at the Temporary Easement Premises during its use and occupancy of the Temporary Easement Premises, and excepting any breach or invasion of any previously established environmental containment or barrier at the Temporary Easement Premises directly caused by IDOT's work on or at the Easement Premises. In any such excepted instance, IDOT shall be solely responsible for the removal and lawful disposal of any such contaminated soil or correction of the environmental containment.

The Grantor, its successors or assigns, shall be responsible for any damage caused by Grantor, its agents, representatives, employees and/or assigns for negligence, trespass, personal injury, property or other damage sustained by reason of its use of the premises.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the

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Prepared by:

**Illinois Department of Transportation, District 1, Land Acquisition
201 West Center Court
Schaumburg, IL 60196-1096
847-221-3082**

EXEMPT FROM ILLINOIS TRANSFER TAX PURSUANT TO 35 ILCS 200/31-45(B)

MAIL TO, TAXES AND GRANTEE:

**ILLINOIS DEPARTMENT OF TRANSPORTATION
BUREAU OF LAND ACQUISITION
201 CENTER COURT
SCHAUMBURG, ILLINOIS 60196-1096**

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Exhibit A

The Metropolitan Water Reclamation
 District of Chicago
 FAP Route 378 (McCormick Blvd)
 Cook County
 Job No. R-90-002-98
 Parcel No. 0003
 Sta. 10+306.434 to
 Sta. 10+370.457

A part of the East Half of the Northeast Quarter of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, Cook County, State of Illinois, described as follows:


Beginning at the northernmost corner of lot 1 as designated upon The Plat of Anthony Subdivision, being a subdivision of the East Half of the Northeast Quarter of said Section 2; thence northwesterly on the easterly right of way line of McCormick Boulevard as designated upon the plat of survey recorded as Document number 13784159 in the Cook County Recorder's Office, 55.629 meters [182.51 feet] on a curve to the left having a radius of 167.796 meters [550.51 feet], the chord of said curve bears on an assumed bearing of North 08 degrees 33 minutes 00 seconds East, 55.375 meters [181.67 feet]; thence North 01 degrees 29 minutes 58 seconds West along said right of way line, 6.666 meters [21.87 feet] to a point on the south right of way line of Devon Avenue as staked and occupied; thence North 88 degrees 19 minutes 10 seconds East along said south right of way line, 19.498 meters [63.97 feet]; thence South 39 degrees 23 minutes 07 seconds West, 22.789 meters [74.77 feet]; thence southerly 10.585 meters [34.73 feet] on a curve to the right having a radius of 172.796 meters [566.91 feet], the chord of said curve bears South 04 degrees 16 minutes 37 seconds West, 10.583 meters [34.72 feet]; thence North 84 degrees 04 minutes 04 seconds West, 1.000 meter [3.28 feet]; thence Southwesterly 43.484 meters [142.66 feet] on a curve to the right having a radius of 171.796 meters [563.63 feet], the chord of said curve bears South 13 degrees 17 minutes 01 seconds West 43.368 meters [142.28 feet] to a point on the East Line of said lot 1; thence North 09 degrees 11 minutes 39 seconds West along the east line of said lot 1, 2.385 meters [7.85 feet] to the point of beginning.

Said parcel containing 0.0417 hectares [0.103 acres], more or less.

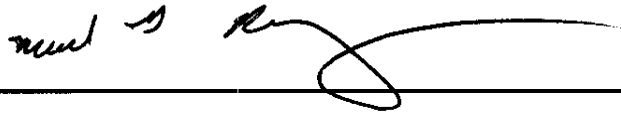
2/10/02

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APPROVED AS TO FORM AND LEGALITY:



Head Assistant Attorney MUD



Attorney

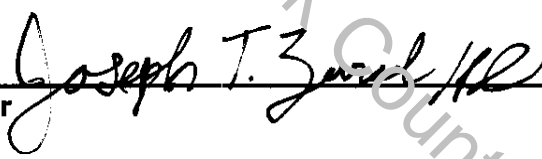
APPROVED AS TO PLAT AND LEGAL DESCRIPTION:



Engineer of Infrastructure Management

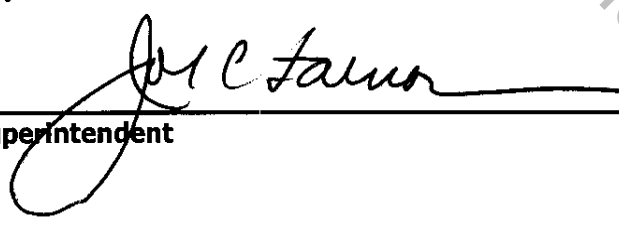


Assistant Chief Engineer of Infrastructure & Budget Management Division



Chief Engineer

APPROVED:



General Superintendent

RECEIVED:

Fee OK
Insurance OK
Bond OK

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