



Doc#: 0325939048
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 09/16/2003 10:25 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

Arlington - McCook Corp.
375 Blythe Road
Riverside, Illinois 60546

319 387 / 48570 1 of 3
KC DEC
1ST AMERICAN TITLE Order #

Property of Cook County Clerk's Office

QUITCLAIM DEED
(Illinois)

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, hereinafter called "Grantor", for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, **CONVEYS** and **QUITCLAIMS**, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to **ARLINGTON - McCOOK CORP.**, an Illinois corporation, of 375 Blythe Road, Riverside, Illinois 60546, hereinafter called "Grantee", all its right, title and interest, if any, in and to that certain parcel of land (exclusive of any improvements thereon), 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.

EXCEPTING AND RESERVING, unto Grantor, its successors and assigns, all of the coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature, including sand and gravel underlying the surface of the Property herein conveyed, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the Property herein conveyed, together with the right of access at all times to exercise said rights.

ALSO RESERVING, unto said Grantor, its successors and assigns, and any designees, an easement upon, over and across the Southeasterly 40 feet of the Property, for the construction, maintenance and use of a roadway thereon for ingress and egress by the Grantor, its successors and assigns, and any designees, together with the Grantee, to and from adjacent property of the Grantor. To have and to hold said easement for so long as same shall be used for roadway purposes and until said Grantor, its successors or assigns, shall cease use for roadway purposes with the intent to abandon said easement.

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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 ACKNOWLEDGES THAT GRANTEE IS PURCHASING 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. Losses shall include without limitation (a) the cost of any investigation, removal, 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 Grantee to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any hazardous substances or contaminants on 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.

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Grantee shall, at its sole cost and expense, construct a protective chainlink fence upon, over and across the Northwesterly main line track side of the Property. Grantee shall thereafter repair, maintain and renew said fence or barricade, so as to keep same in good repair at the sole cost of the Grantee. If fence or barricade is not constructed within this time frame, Grantor may construct said fence or barricade at the sole cost of Grantee and Grantee shall pay Grantor all associated costs within ten (10) days of receipt of bills.

TO HAVE AND TO HOLD the Property unto the said Grantee, its successors and assigns, forever.

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 27th day of September, 2003.

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

By: D.P. Schneider
D. P. Schneider
Its: General Director Real Estate

ATTEST:

By: Patricia Zbichorski
Patricia Zbichorski
Its: Assistant Secretary



Grantor's Federal Tax ID No.: 41-0034000

REAL ESTATE TRANSFER TAX
0011550
FP326670

0000112143

COOK COUNTY
REAL ESTATE TRANSACTION TAX

SEP. 16.03

REVENUE STAMP

FP326660
0023100
REAL ESTATE TRANSFER TAX

0000056173

DEPARTMENT OF REVENUE
REAL ESTATE TRANSFER TAX



STATE TAX

STATE OF ILLINOIS

~~VILLAGE OF McCOOK
EXEMPT
Real Estate Transfer Tax~~

~~Charles Saber~~

VILLAGE OF McCOOK
\$ 245.00 9/2/03
Real Estate Transaction Stamp

Charles Saber

Handwritten signature: Lisa Miller Deputy Clerk

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EXHIBIT "A"

That portion of The Burlington Northern and Santa Fe Railway Company's (formerly The Atchison, Topeka and Santa Fe Railway Company) property situated in Lots 2, 3 and 4 in the Subdivision of the Southeast Fractional Quarter of Section 11, and the NE $\frac{1}{4}$ of said Section 11, Township 38 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, described as follows, to-wit:

Commencing at a point on the South line of Lot 5 in the Subdivision of the Southeast Fractional Quarter of Section 11, said point being 150.0 feet normally distant Southeasterly from said Railway Company's North Main Track centerline, as now located and constructed, and 152.35 feet East of the Southwest corner of said Lot 5; thence Northeasterly parallel with and 150.0 feet normally distant Southeasterly from said North Main Track centerline a distance of 540.87 feet, more or less, to the Southwesterly right of way line of State Highway No. 171 and the True Point of Beginning; thence continuing Northeasterly parallel with and 150.0 feet normally distant Southeasterly from said North Main Track centerline a total distance of 1087.23 feet from the South line of said Lot 5, to a point of curve; thence continuing Northeasterly on a line curved to the right, convex to the Northwest, having a radius of 917.19 feet, an arc length of 724.95 feet, more or less, to the point of intersection with the centerline of Lawndale Avenue (formerly Summit and Lyons Road), said point being 96.73 feet South and 1339.72 feet East of the Northwest corner of said Southeast Fractional Quarter of Section 11; thence Northerly, along the centerline of Lawndale Avenue (formerly Summit and Lyons Road), along a curve concave Easterly having a radius of 358.0 feet, an arc length of 118.27 feet, more or less, to a point of tangent; thence North along the centerline of Lawndale Avenue (formerly Summit and Lyons Road), a distance of 223.85 feet, more or less, to the intersection with the Northeasterly extension of a line drawn parallel with and 15.0 feet normally distant Southeasterly from the centerline of said Railway Company's Track No. 93; thence Southwesterly along the last described parallel line, and its Northeasterly extension, which forms an angle of 45° 54' 59" with the last described course (measured clockwise therefrom), a distance of 646.97 feet, more or less, to the intersection with a line drawn parallel and concentric with and 50.0 feet normally distant Southeasterly from said Railway Company's South Main Track centerline, as now located and constructed; thence Southwesterly along said parallel and concentric line a distance of 850.28 feet, more or less, to the Southwesterly right of way line for State Highway No. 171; thence Southeasterly along said Southwesterly right of way line, which forms an angle of 82° 42' 02" with the last described course (measured clockwise therefrom), 36.75 feet to the True Point of Beginning; **EXCEPTING THEREFROM**, Parcel No. SW-6-13-A, described in Quitclaim Deed dated November 10, 1964 from The Atchison, Topeka and Santa Fe Railway Company to The State of Illinois, described as follows: Commencing at the Northwest corner of said Southeast Fractional Quarter of Section 11; thence South 00° 36' 37" West along the West line of said Southeast Fractional Quarter a distance of 883.00 feet to a point; thence North 63° 57' 19" East a distance of 191.95 feet to a point; thence South 63° 06' 21" East a distance of 298.75 feet to the point of beginning of Parcel No. SW-6-13-A; thence North 34° 10' 24" East a distance of 154.37 feet to a point; thence South 63° 06' 21" East a distance of 13.10 feet to a point; thence South 34° 11' 37" West a distance of 154.30 feet to a point; thence North 63° 06' 21" West a distance of 13.04 feet to the point of beginning.

Vacant Land West of Lawndale Ave.
McCook, IL

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ACCEPTED:

ARLINGTON – McCOOK CORP.

By: Rosanne Androwich
Name: Rosanne Androwich
Title: President

STATE OF ILLINOIS

COUNTY OF IL

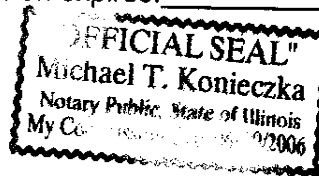
§ ss.
§

I, Michael T. Konieczka, a Notary Public in and for said County and State, do hereby certify that Rosanne Androwich of **ARLINGTON – McCOOK CORP.** personally known to me to be the same person whose name is subscribed to the foregoing instrument, and to me personally known to be the President of said corporation, appeared before me this day in person and acknowledged that she signed and accepted said instrument as her 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 15th day of Sept., 2003.

Michael T. Konieczka
Notary Public

My commission expires: _____



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STATE OF TEXAS

§
§ ss.

COUNTY OF TARRANT §

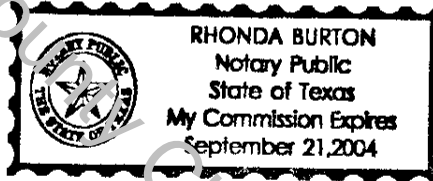
I, Rhonda Burton, a Notary Public in and for said County and State, do hereby certify that D. P. Schneider, General Director Real Estate, of **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, and Patricia Zbichorski, Assistant Secretary of said **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and to me personally known to be respectively the General Director Real Estate 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 9th day of September, 2003.

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



This deed does not violate the Plat Act by reason of Provision No. 5 as exempt listed in Section 1 of the Plat Act (765 ILCS 205/1).

Date: 9-15-03
Rosanne Androuich
Signature of Grantee, Grantor or Representative

FORM APPROVED BY LAW

APPROVED LEGAL	<u>KKH</u>
APPROVED FORM	<u>Rhee</u>
APPROVED	<u>BEW</u>