

UNOFFICIAL COPY



Doc#: 0527218102 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/29/2005 04:26 PM Pg: 1 of 6

AFTER RECORDING, RETURN THIS DOCUMENT TO:

DLA Piper Rudnick Gray Cary US LLP ("PR")
203 North LaSalle Street
Suite 1900
Chicago, Illinois 60601
Attn: Lesli L. Falk, Esq.



THIS DOCUMENT WAS PREPARED BY:

The Belt Railway Company of Chicago
6900 South Central Avenue
Bedford Park, Illinois 60638
708-496-4041

Above Space for Recorder's Use Only

QUITCLAIM DEED

THIS INDENTURE Witnesseth that the Grantor, THE BELT RAILWAY COMPANY OF CHICAGO, an Illinois corporation, of 6900 South Central Avenue, Bedford Park, Illinois 60638, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) in hand paid and other valuable consideration, hereby Conveys and Quitclaims to the Grantee, W2005 CMK REALTY, L.L.C., c/o Archon Retail Group, One South Wacker Drive, Suite 2750, Chicago, Illinois 60606, ATTN: Curt Bailey, all its right, title, interest and claim in and to the following described lands and property situated in the County of Cook and State of Illinois to wit:

An irregular parcel of land in the Southwest Quarter and in the Southeast Quarter of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, being part of Lot C in Chicago and Western Indiana

1ST AMERICAN TITLE Order # 070631 or 66648 NLC DEC 24 9

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Railroad Company's Subdivision of part of Section 33 aforesaid and a part of the Northeast Quarter of Section 4, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows:

Beginning at the Southwest corner of Lot 2 in 87th Dan Ryan Home Depot Subdivision of part of the West Half of the Northeast Quarter of Section 4, Township 37 North, Range 14 East of the Third Principal Meridian and part of the West Half of the Southeast Quarter of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian;

Thence North 10 degrees, 39 minutes, 07 seconds West along the West line of Lot 2 for a distance of 219.63 feet to a bend in said West line;

Thence North 22 degrees, 06 minutes, 22 seconds West along said West line 202.0 feet to another bend therein;

Thence North 00 degrees, 04 minutes, 50 seconds West along said West line 110.38 feet to a corner of said Lot 2;

Thence North 00 degrees, 00 minutes, 02 seconds West 73.66 feet;

Thence Southerly 231.77 feet along an arc of a circle convex Westerly with a radius of 347.77 feet and whose chord bears South 00 degrees, 44 minutes, 54 seconds East a distance of 227.50 feet;

Thence South 19 degrees, 50 minutes, 21 seconds East 121.82 feet;

Thence South 04 degrees, 32 minutes, 51 seconds East 17.0 feet;

Thence South 89 degrees, 20 minutes, 48 seconds West 2.79 feet;

Thence South 07 degrees, 56 minutes, 32 seconds East 113.40 feet;

Thence South 89 degrees, 55 minutes, 42 seconds West 79.52 feet;

Thence South 37 degrees, 28 minutes, 41 seconds East 146.33 feet to the South line of Lot 2 extended West being on the North line of 87th Street;

Thence North 89 degrees, 20 minutes, 48 seconds East along said extension 48.72 feet to the Point of Beginning.

UNOFFICIAL COPY

SUBJECT, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise.

Grantor makes no representation or warranty as to the condition of the premises herein conveyed or compliance with any applicable laws or ordinances.

Grantee covenants and agrees for itself, its successors and assigns that it shall not do anything that would directly or indirectly impair or damage Grantor's embankment ^{west} east of and adjacent to the property herein conveyed and shall secure Grantor's written approval of any and all construction involving said embankment. In addition Grantee shall, if requested by Grantor, construct a retaining wall at a location determined by Grantor, if in Grantor's sole opinion said wall is necessary to insure Grantor's safe operations of its railroad. This covenant shall run with the land herein above conveyed and be binding upon the Grantee, its successors and assigns forever.

Grantor reserves for itself, its successors and assigns the right to enter upon the premises conveyed herein for the purpose of construction, maintenance and repair of Grantor's embankment ^{west} east of and adjacent to the property conveyed herein. Should Grantee in Grantor's sole opinion fail to preserve and safeguard said embankment as aforesaid, any costs incurred by Grantor in connection with work necessary to preserve and guard said embankment shall be at the sole expense of Grantee, its successors and assigns. Grantee's obligation to pay the aforesaid costs shall be binding upon its successors and assigns and shall run with the land herein above conveyed.

Grantee covenants and agrees that it shall not do nor cause to be done any act that will impede the natural flow of drainage water over the premises herein conveyed as to cause such drainage water to accumulate on Grantor's remaining property located ^{west} east of the premises conveyed herein to the detriment of Grantor's, its successors or assigns, use and enjoyment of such adjacent premises.

Provided, however, this covenant shall in no way be construed to prohibit Grantee from erecting buildings or other improvements on the premises herein conveyed so long as drainage, equivalent to that presently existing, is maintained naturally or by other means.

This covenant shall run with the land herein conveyed and be binding upon Grantee, its successors and assigns forever.

UNOFFICIAL COPY

As a part of the consideration hereof, and in accepting this conveyance, the Grantee agrees and binds itself to purchase, affix and cancel any and all documentary stamps of every kind and nature in the amount prescribed by statute, and to pay any and all required transfer taxes and fees incidental to recordation of this instrument.

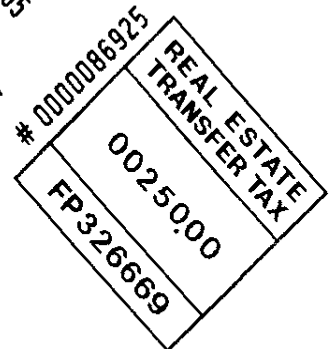
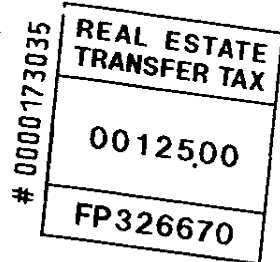
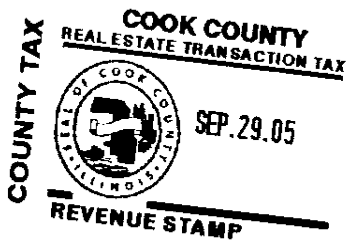
IN WITNESS WHEREOF, THE BELT RAILWAY COMPANY OF CHICAGO, the Grantor, has caused these presents to be signed by its General Counsel and its corporate seal, duly attested by its Assistant Secretary to be hereunto affixed, they being thereunto duly authorized this 21st day of September, 2005.

THE BELT RAILWAY COMPANY OF CHICAGO

By: Timothy E. Coffey
Timothy E. Coffey
General Counsel

ATTEST:

By: Pamela S. Hagen
Pamela S. Hagen
Assistant Secretary



UNOFFICIAL COPY

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS

} SS

COUNTY OF COOK

THE BELT RAILWAY COMPANY OF CHICAGO, an Illinois corporation, being duly sworn on oath, states that it is the owner of that certain property situated in Cook County, Illinois, more particularly described in the attached deed. That the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

- 1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;
OR
the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.
- 2. The division or subdivision of the land into parcels or tracts of five acres or more of size which does not involve any new streets or easements of access.
- 3. The division of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
- 4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- 5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easement of access.
- 6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
- 7. 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 public use.
- 8. Conveyances made to correct descriptions in prior conveyances.
- 9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant 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 BELT RAILWAY COMPANY OF CHICAGO,
an Illinois corporation

By: [Signature]
 Name: ROBERT R. FAULKNER
 Title: Attorney in Law

SUBSCRIBED AND SWORN to before me

this 22ND day of September, 2005.

[Signature]
 Notary Public



American
Order # _____