

# UNOFFICIAL COPY

## QUIT CLAIM DEED



Doc#: 0935618029 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/22/2009 12:08 PM Pg: 1 of 5

This instrument was prepared by:

Real Estate Department  
Soo Line Railroad Company  
501 Marquette Ave., Suite 1525  
Minneapolis, MN 55402

RESERVED FOR RECORDING DATA

I HEREBY CERTIFY THAT NO TAX IS DUE ON THIS  
TRANSACTION PURSUANT TO THE PROVISIONS OF  
IL PUBLIC ACT 88-357  
DATE 12/17/09  
GRANTOR, GRANTEE OR REPRESENTATIVE *Paul J. Moore*

Return to and mail future tax bills to:

City of Chicago  
O'Hare Modernization Program  
Attn: Land Acquisition  
10510 W. Zemke Road  
Chicago, IL 60631

Date: December 17, 2009

OF OF  
12-18-09 1-001 412-98-300 036 412-18-320 006  
PARCEL IDENTIFICATION NUMBER  
PART OF RAILROAD YARD AREA, SOUTHWEST  
OF RELOCATED TAFT AND IRVING PARK ROADS  
UNINCORPORATED COOK COUNTY (ADJOINING  
FRANKLIN PARK), ILLINOIS

FOR VALUABLE CONSIDERATION,

SOO LINE RAILROAD COMPANY, ("Grantor"), a corporation under the laws of the State of Minnesota doing business as Canadian Pacific Railway, hereby conveys and quitclaims to

CITY OF CHICAGO, an Illinois home rule municipality under the Illinois Constitution of 1970 ("Grantee")

Box 400-CTCC

935618029

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real property in Cook County, State of Illinois, described below, together with all hereditaments and appurtenances thereto. The real property is described as follows:

**THAT PART OF** the Soo Line Railroad Company (*doing business as Canadian Pacific Railway*), formerly Chicago and Milwaukee & St. Paul Railway Company, property located in the Southwest Quarter of Fractional Section 18, Township 40 North, Range 12 East of the Third Principal Meridian in Cook County, State of Illinois, described as follows:

**COMMENCING** at the South Quarter Corner of said Section 18;  
 thence North 00 degrees 29 minutes 08 seconds West, 527.50 feet along the east line of said Southwest Quarter of Section 18 to the southerly Right-of-Way line of the Regional Transportation Authority (METRA Railroad) extended east;  
 thence North 71 degrees 51 minutes 05 seconds West, 363.74 feet along said southerly Right-of-Way line of METRA Railroad extended east to the west Right-of-Way line of the Union Pacific Railroad (formerly Des Palines Valley Railway Company) as established per document number 4488655 and recorded December 29, 1909 in Cook County, Illinois, said point being the **Point of Beginning**;  
 thence South 00 degrees 24 minutes 29 seconds East, 22.15 feet along said west Right-of-Way line of the Union Pacific Railroad to a point on a line 21.00 feet southerly and parallel with the southerly Right-of-Way line of the METRA Railroad;  
 thence North 71 degrees 51 minutes 05 seconds West, 2.07 feet along said parallel line;  
 thence North 28 degrees 38 minutes 37 seconds West, 30.67 feet to said southerly Right-of-Way line of the METRA Railroad;  
 thence South 71 degrees 51 minutes 05 seconds East, 17.38 feet along said southerly Right-of-Way line of the METRA Railroad to the Point of Beginning.

Said Parcel contains 204 square feet or 0.005 acres more or less.

the "**Property**."

**SUBJECT TO**, and conditioned upon, the following:

Grantor reserves unto itself, and its successors and assigns, an easement for the operation, maintenance, repair, renewal, replacement, and removal of railroad tracks and their appurtenances, passing under the proposed northerly bridge constructed in accordance with the Final Plans ("**Northern Replacement Bridge**"). Such reservation is hereby referred to as "**Trackage Rights**." Said Trackage Rights easement shall continue in effect for so long as used for Trackage Rights purposes.

In the exercise of its Trackage Rights, Grantor shall indemnify, defend, and hold harmless Grantee and its officers, agents and employees from and

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against any and all Claims, as defined herein, (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) incurred by Grantee arising out of, resulting from, or relating to Grantor's use of its Trackage Rights, or the acts or omissions of Grantor or its employees, agents, licensees, contractors, invitees or any other person for whose conduct Grantor is or may be held responsible in connection therewith.

Unless otherwise agreed to the contrary, the Grantee, after first securing all necessary public authority, shall maintain the Northern Replacement Bridge upon and across the Property and over any railroad tracks located thereon at the above-described location in a manner consistent with the Final Plans.

### **Reimbursement for Maintenance Work.**

In respect to the Northern Replacement Bridge, Grantor agrees it shall repay to Grantee one half of all sums so expended by Grantee in the maintenance, or repair of the Northern Replacement Bridge.

As used herein,

**"Claims"** means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, fines, judgments, damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims).

**"Environmental Law"** means the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Water Act, 33 U.S.C. § 1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order or decree dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

**"Hazardous Substance"** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

By accepting delivery of this Quit Claim Deed, Grantee, for itself, its officers, agents, successors and assigns, and anyone acting on its behalf or their behalf covenants and agrees not to sue Grantor or its respective directors, officers,

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stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns or anyone acting on its behalf or their behalf with respect to any Claims (including without limitation all Claims arising under any Environmental Law), existing and contingent, known and unknown, that Grantee had, has or may have, whether arising at common law, in equity, or under a federal, state or local statute, rule or regulation, arising out of, resulting from, or relating to the condition of the Property existing as of the date hereof. The foregoing shall apply to any pre-existing condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property as of the date hereof, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Grantor's actions or inactions.

The covenants and conditions contained herein shall run with the Property and be binding upon the Grantee and subsequent owners of the Property.

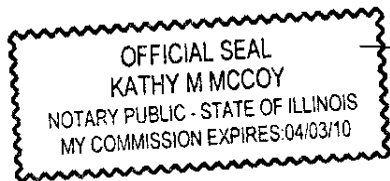
Grantor certifies that Grantor does not know of any wells on the Property.

**SOO LINE RAILROAD COMPANY**  
doing business as Canadian Pacific Railway

By: *David S. Drach*  
Its: Director, Real Estate Marketing, U.S.

STATE OF ILLINOIS     )  
  ) ss  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David S. Drach, Director, Real Estate Marketing, U.S., of Soo Line Railroad Company, a corporation under the laws of the State of Minnesota, appeared before me this day in person and acknowledged that he signed the foregoing instrument as his free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.



*[Signature]*  
Notary Public

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PLAT ACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK

} SS.

David S. Drach, Director, Real Estate Marketing, US. - Soo Line Railroad Company, being duly sworn on oath, states that

he resides at 1208 Carlton Drive Arden Hills, MN 55112. 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;

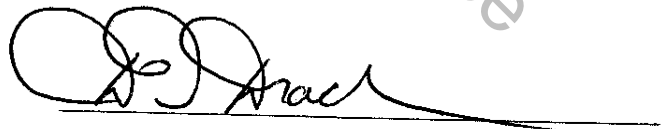
- OR -

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 in size which does not involve any new streets or easements of access.
3. The divisions 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 a 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 he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.



SUBSCRIBED and SWORN to before me

this 17th day of Dec, 2009

Michelle E. Crockett  
Notary Public

