

# UNOFFICIAL COPY

Doc#: 1633322037 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/28/2016 09:58 AM Pg: 1 of 7

Dec ID 20161101678837  
ST/CO Stamp 0-483-442-880 ST Tax \$403.50 CO Tax \$201.75

**AFTER RECORDING, RETURN THIS DOCUMENT TO:**

Scott David  
Much Shelist P. C.  
191 North Wacker Drive, Suite 1800  
Chicago, Illinois 60606, (312) 521-2404

**THIS DOCUMENT WAS PREPARED BY:**

Rail Property Management for  
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, Newberry LLC, an Illinois Limited Liability Company, of 5020 W. 73<sup>rd</sup> Street, Bedford Park, Illinois, 60638, all its right, title, interest and claim in and to the following described lands and property ("Premises") situated in the County of Cook and State of Illinois to wit:

**LEGAL DESCRIPTION:**

THAT PART LYING IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

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**DESCRIBED AS FOLLOWS:**

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH 88 DEGREES 32 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE, 2226.24 FEET AS MEASURED, TO A POINT ON THE EAST LINE OF LEAMINGTON ROAD PER DOCUMENT NUMBER 23440212 TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 27 MINUTES 28 SECONDS WEST ALONG SAID EAST LINE OF LEAMINGTON ROAD, 19.56 FEET TO A POINT ON A LINE 30 FEET SOUTHEASTERLY AND PARALLEL WITH THE CENTERLINE OF BELT RAILWAY'S INDUSTRIAL SPUR TRACK; THENCE NORTH 71 DEGREES 37 MINUTES 16 SECONDS EAST ALONG SAID LINE 30 FEET SOUTHEASTERLY AND PARALLEL WITH SAID SPUR TRACK, 473.32 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT 30.00 FEET LYING SOUTHEASTERLY AND PARALLEL WITH SAID SPUR TRACK A DISTANCE OF 65.61 FEET, HAVING A RADIUS OF 514.39 FEET, AND A CHORD BEARING NORTH 68 DEGREES 37 MINUTES 45 SECONDS EAST, A DISTANCE OF 65.57 FEET TO A POINT ON A LINE 175.00 FEET (174.60 FEET AS MEASURED) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21-38-13; THENCE NORTH 88 DEGREES 32 MINUTES 32 SECONDS EAST ALONG SAID LINE PARALLEL WITH THE SOUTH LINE, 325.84 FEET TO A POINT ON A CURVE 22.92 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF BELT RAILWAY'S NORTH-SOUTH INDUSTRIAL SPUR TRACK; THENCE ALONG A CURVE TO THE RIGHT 22.92 FEET WEST OF AND PARALLEL WITH LAST SAID SPUR TRACK, A DISTANCE OF 117.22 FEET, HAVING A RADIUS 1282.36 FEET, AND A CHORD BEARING OF SOUTH 03 DEGREES 05 MINUTES 14 SECONDS EAST, A DISTANCE OF 117.18 FEET; THENCE SOUTH 01 DEGREES 06 MINUTES 37 SECONDS EAST ALONG A LINE 22.92 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF SAID SPUR TRACK, 57.47 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 32 MINUTES 32 SECONDS WEST ALONG SAID SOUTH LINE, 844.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, BEING A PORTION OF THE LARGER RAILROAD PARCEL OF LAND DESCRIBED AS PARCEL 126 IN A DEED TO THE BELT RAILWAY COMPANY OF CHICAGO RECORDED ON AUGUST 15, 1962 AS DOCUMENT NUMBER 18562829, IN COOK COUNTY, ILLINOIS.

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

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Grantee acknowledges that it has inspected the Premises and all improvements located thereon and is aware of the condition of same. Grantee agrees to take title to the Premises in an "as is" condition, subject to all applicable laws and ordinances and to assume all liability and obligation to comply with any such laws and ordinances, including, but not limited to, environmental laws and ordinances. Grantor makes no representation or warranty as to the condition of the Premises or compliance with any applicable laws or ordinances, including, but not limited to, Hazardous Material. The term "Hazardous Materials" shall mean any substances, material, waste, gas, or particulate matter which is regulated by any Environmental Laws (as hereinafter defined), including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "toxic waste," or "restricted hazardous waste" under any provision of Environmental Law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material. "Environmental Laws" shall mean all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

Grantee covenants and agrees that it shall construct a fence along and within the northerly and the easterly boundaries of the Premises and thereafter to maintain said fence. The construction and maintenance of the aforesaid fence shall be the sole cost, risk and expense of Grantee and be of a type acceptable to Grantor's designated agent. Grantor retains the right, at its sole expense, to install a gate or gates at any time it determines the necessity to access the track easement reserved below. This covenant shall run with the Premises herein conveyed and be binding upon the Grantee, its successors and assigns forever.

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 Premises as to cause such drainage of water to accumulate on the property of Grantor adjacent to the northerly boundary and to the easterly boundary of the Premises or to the right-of-way easement reserved herein to the detriment of Grantor's, its successors or assigns use and enjoyment of Grantor's property. Provided, however, this covenant shall in no way be construed to prohibit Grantee from erecting buildings or other improvements on the Premises so long as drainage equivalent to that presently existing is maintained, whether naturally or by other means. This covenant shall run with the Premises and be binding upon the Grantee, its successors and assigns forever.

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Grantor reserves for itself, its successors and assigns an easement, 20-feet in width, for its right-of-way and track as formerly located within the Premises, as depicted on the survey, prepared by Spaceco, Inc., job no. 6266, dated November 1, 2016, and incorporated herein by reference as Exhibit "A", together with the right to use, operate over and replace or remove railroad tracks and appurtenance thereto, together with all reasonable right of access across the Premises in order to repair, replace and remove said railroad tracks for so long as required for Grantor's purposes. However, in the event that Grantor decides to reactivate rail operations necessitating the replacement of the aforesaid track, then Grantor may, at its expense and upon thirty (30) days prior notice to Grantee, reinstall said track, ties and appurtenance within the easement area reserved herein.

Grantee covenants and agrees with Grantor, its successors and assigns that Grantee, its successors and assigns will not construct, install or place or permit the construction, installation or placement of any structure or facility on, under or across the easement area reserved herein, without written consent from Grantor, its successors and assigns and will not use or permit the use of any of the Premises in a manner which may interfere with the use of the said easement reserved herein. However, Grantee shall have the right, at its sole cost and expense, to construct, maintain and use a private pedestrian and vehicular road crossing over said easement. In the event the trackage has been reinstalled by Grantor, said crossing shall be at a mutually agreeable location and Grantee shall execute Grantor's Private Road Crossing License Agreement.

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, Secretary & Director Human Resources and its corporate seal, duly attested by its Attorney, to be hereunto affixed, they being thereunto duly authorized this 10th day of November 2016.

THE BELT RAILWAY COMPANY OF CHICAGO

By: Timothy E. Coffey

Timothy E. Coffey  
General Counsel, Secretary & Director Human Resources

ATTEST:

By: Christopher Steinway

Christopher Steinway, Attorney

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Premises Address: Premises is located in Bedford Park, Stickney Township, Illinois  
Permanent Real Estate Tax Number(s) Part of 19-21-400-062-0000

This deed does not violate the Plat Act by reason of Provision No. 6 as  
exempt listed in 765 ILCS205/1.

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, Do  
Hereby Certify that Timothy E. Coffey personally known to me to be the General Counsel,  
Secretary & Director Human Resources of THE BELT RAILWAY COMPANY OF CHICAGO, an  
Illinois corporation and Christopher Steinway, personally known to me to be the Attorney of  
said corporation and personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument, appeared before me this day in person and  
Human Resources and Attorney of said corporation, they signed and delivered the said  
Instrument as General Counsel, Secretary & Director of Human Resources and Attorney,  
pursuant to authority given by the Board of Directors of said corporation as their free and  
voluntary act and as the free and voluntary act and deed of said corporation, for the uses  
and purposes therein set forth.

Given under my hand and seal this 10<sup>th</sup> day of NOVEMBER, 2016.



*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

Tax bill to be mailed to:

Newberry LLC  
5020 W. 73<sup>rd</sup> Street  
Bedford Park, Illinois 60638.



**VILLAGE OF BEDFORD PARK**  
**\$50.00**  
**REAL ESTATE TRANSFER TAX**



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EXHIBIT A

ALTA / N.S.P.S. LAND TITLE SURVEY

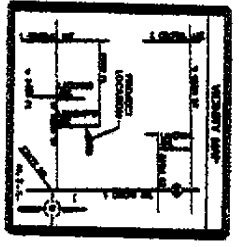
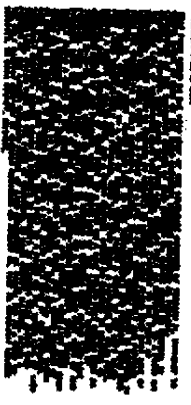
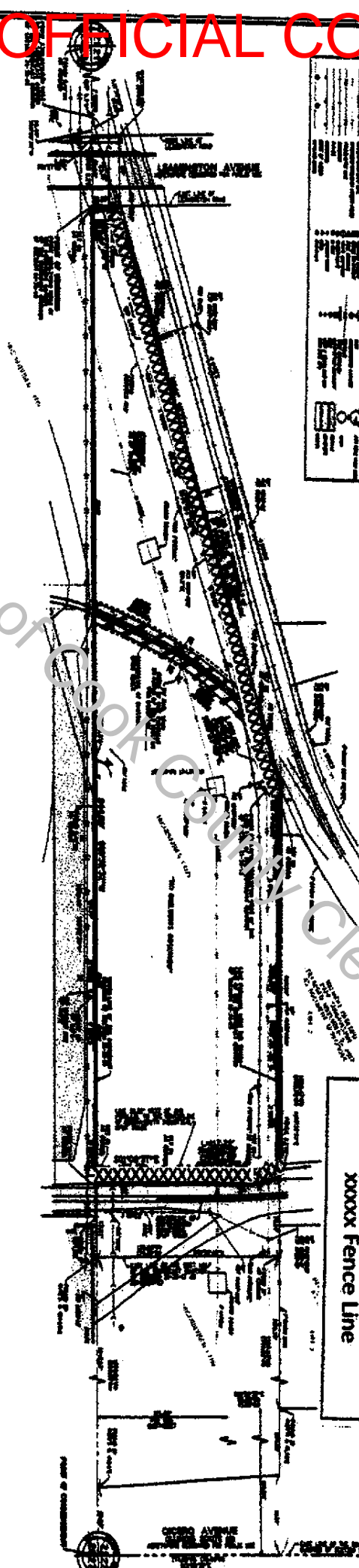


Table with multiple columns and rows, likely containing survey data or a legend for symbols used on the map.



**Map Legend**

- Sale Premises
- |||| Right of Way
- Reservation
- xxxx Fence Line



Vertical text block on the left side of the map, possibly containing a title or descriptive text.

Vertical text block on the left side of the map, possibly containing a title or descriptive text.

Vertical text block at the bottom left, likely containing survey details or a signature.



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## PLAT ACT AFFIDAVIT

STATE OF ILLINOIS  
COUNTY OF COOK } SS.

Timothy E. Coffey, being duly sworn on oath, states that  
he resides at Orland Park, Illinois. 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.

Timothy E. Coffey

SUBSCRIBED and SWORN to before me

this 17<sup>th</sup> day of Nov, 2016.

[Signature]  
Notary Public

