

UNOFFICIAL COPY

Doc#: 1717008538 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/19/2017 01:39 PM Pg: 1 of 5

Dec ID 20170601673058
ST/CO Stamp 0-515-168-704 ST Tax \$46.00 CO Tax \$23.00

40032420 (1/1) GIT

AFTER RECORDING, RETURN THIS DOCUMENT TO

Michael T. O'Connor, Esq.,
Fuchs & Roselli, LTD.
440 W. Randolph Street, Suite 500
Chicago, Illinois 60606, (312) 651-2424

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, 001 Bedford, LLC, an Illinois Limited Liability Company, of 7035 W. 65th Street, Chicago, Illinois, 60638-4603, 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 OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP-38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 620 FEET SOUTH (MEASURED PERPENDICULARLY) OF THE NORTH LINE OF SAID QUARTER QUARTER SECTION AND 1122 FEET WEST (MEASURED PERPENDICULARLY) OF THE EAST LINE OF SAID QUARTER QUARTER

UNOFFICIAL COPY

SECTION;

THENCE SOUTH 01 DEGREES 34 MINUTES 42 SECONDS EAST, 254.45 FEET ALONG A LINE 1122 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION TO 874.45 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER QUARTER SECTION; ^V A POINT.

THENCE SOUTH 03 DEGREES 00 MINUTES 38 SECONDS EAST, 40.01 FEET TO A POINT 1121 FEET WEST (MEASURED PERPENDICULARLY) OF THE EAST LINE OF SAID QUARTER QUARTER SECTION AND 914.45 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF SAID QUARTER QUARTER SECTION;

THENCE SOUTHERLY 222.09 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 296.94 FEET, A CHORD BEARING SOUTH 19 DEGREES 53 MINUTES 35 SECONDS WEST AND A CHORD DISTANCE OF 216.95 FEET;

THENCE NORTH 03 DEGREES 17 MINUTES 24 SECONDS WEST, 27.59 FEET TO A POINT ON THE SOUTH LINE OF LAND DESCRIBED AS PARCEL B IN TRUSTEE DEED RECORDED MARCH 14, 2016 AS DOCUMENT NO. 1607429017;

THENCE NORTHEASTERLY 30.09 FEET ALONG SAID SOUTH LINE, BEING THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 278.94 FEET, A CHORD BEARING NORTH 33 DEGREES 49 MINUTES 18 SECONDS EAST AND A CHORD DISTANCE OF 30.07 FEET TO AN INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 279.88 FEET;

THENCE CONTINUING ALONG THE LAST DESCRIBED CURVED LINE, HAVING A RADIUS OF 278.94 FEET, 155.64 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING NORTH 14 DEGREES 44 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 153.63 FEET;

THENCE NORTH 35 DEGREES 03 MINUTES 53 SECONDS EAST, 2.70 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS WEST, 40.01 FEET TO A POINT ON A LINE 1138 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION;

THENCE NORTH 01 DEGREES 34 MINUTES 42 SECONDS WEST, 254.64 FEET ALONG SAID PARALLEL LINE TO A LINE 620 FEET SOUTH (MEASURED PERPENDICULARLY) ON THE NORTH LINE OF SAID QUARTER QUARTER SECTION;

UNOFFICIAL COPY

THENCE NORTH 88 DEGREES 23 MINUTES 58 SECONDS EAST, 16.00 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 8,684 SQUARE FEET OR 0.199 ACRES MORE OR LESS AND BEING A PORTION OF THE LARGER RAILROAD PARCEL OF LAND DESCRIBED ON PAGE 213, TOWNSHIP OF STICKNEY, 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.

Grantee acknowledges that it has inspected the Premises and is aware of the condition of same. Grantee agrees to take title to the Premises in an "as is with all faults" 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 and including, but not limited to, hazardous material. 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. Grantee agrees to waive any and all claims, causes of action, damages, costs (including, without limitation, response and/or remediation costs) and expenses, including reasonable attorney's fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Grantee as a result of any matter, condition or act involving Hazardous Materials, located on, in or around the real estate regardless of whether or not Grantee had knowledge of same as of the Closing Date. This covenant shall be binding upon the Grantee, its successors, assigns and grantees and shall run with the Premises herein conveyed.

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 southwesterly boundary 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. To insure construction of the aforesaid fence within 180 days after closing, Grantee shall deposit the

UNOFFICIAL COPY

sum of \$1,000.00 with Grantor at Closing. Upon completion of said fence within 180-day period, Grantor shall refund said sum to Grantee. However, in the event Grantee does not complete said fence within said period, then Grantor may use said \$1,000.00 to complete the fence. Upon completion, Grantor shall return to Grantee that portion not used or if the fence installation exceeds \$1,000.00, Grantor shall bill Grantee for any costs exceeding said \$1,000.00 and Grantee agrees to reimburse Grantor within 30-days of receipt of Grantor invoice. 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 southwesterly boundary of the Premises 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.

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 13th day of June, 2017.

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

Premises Address: Premises is located in Bedford Park, Stickney Township, Illinois
Permanent Real Estate Tax Number(s) Part of 19-19-117-043-0000

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

UNOFFICIAL COPY

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.

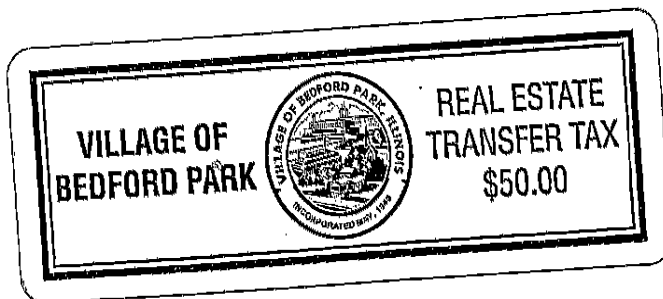
Given under my hand and seal this 12th day of June, 2017.



Amanda Lill
 NOTARY PUBLIC

Tax bill to be mailed to:

6901 Bedford, LLC
 7035 W. 65th Street
 Chicago, Illinois 60638-4603.



REAL ESTATE TRANSFER TAX		15-Jun-2017
	COUNTY:	23.00
	ILLINOIS:	46.00
	TOTAL:	69.00
19-19-117-043-0000	20170601673058	0-515-168-704