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Box 605

# 6074004  
Unit C  
Call

21 899 247

THIS INDENTURE WITNESSETH, that INDIANA HARBOR BELT RAILROAD COMPANY, a Corporation of the State of Indiana,

509-222-2732

hereinafter referred to as the Grantor, for and in consideration of \$33,220.00, and pursuant to the authority given by the Board of Directors of said Grantor, quitclaims unto PIELET BROS. SCRAP IRON & METAL, INC., a Corporation of the State of Illinois, whose mailing address is Box 12, Route 66, McCook, Illinois 60525,

hereinafter referred to as the Grantee, all its right, title and interest of, in and to the following described premises described in Schedule attached hereto and made a part hereof.

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT OF REVENUE  
3350  
338

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Property of Cook County Clerk's Office



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51 808 54A

## SCHEDULE "A"

ALL THAT PARCEL of land situate in the County of Cook and State of Illinois, being part of the Southeast Quarter of Section 14, Township 38 North, Range 12 East of the Third Principal Meridian, described as follows:

NOTE: The East line of said Southeast Quarter is assumed as "Due North" for the following courses:

BEGINNING at a point in the said East line of the Southeast Quarter, 700.0 feet south of the East Quarter corner of said Section; thence due West, at right angles to said East line, 469.06 feet; thence South  $20^{\circ} 00'$  West, 18.59 feet to a point of tangency with a curved line; thence southerly on said curve, convex to the West, having a radius of 400.0 feet a distance of 208.28 feet; thence South  $9^{\circ} 50'$  East, tangent to the said curve, 58.44 feet to a point of tangency with a curved line; thence Southeasterly on said curve, convex to the west, having a radius of 1,000 feet, a distance of 48.58 feet to an intersection with a curved line; thence easterly on said curve, convex to the south, having a radius of 1126.28 feet, a distance of 423.39 feet; thence North  $71^{\circ} 52'$  East tangent to said curve, 59.75 feet to said East line of the Southeast Quarter; thence due North on said line, 255.27 feet to the point of beginning; (Excepting therefrom the East 25 feet, as measured at right angles to the said East line of the Southeast Quarter).

CONTAINING 3.3220 Acres, ±.

AND the said Grantor, for the consideration aforesaid, does grant, insofar as its title permits it so to do, unto the said Grantee, the right, liberty and privilege to use for itself and for its agents, employes, tenants, lessees, licensees, invitees and all other persons having business with them, in common with the said Grantor and its agents, employes, tenants, lessees, licensees, invitees and all other persons having business with them, and with others entitled to the use thereof and with others to whom the said Grantor may hereafter grant similar rights, as and for a driveway as a means of access to and from W. 59th Street, over and upon

ALL THOSE four parcels of land, situated and as separately described as follows:

EASEMENT NO. 1 The East 50 feet of the South 33 feet of the Northeast Quarter of Section 14, Township 38 North, Range 12 East of the Third Principal Meridian.

EASEMENT NO. 2 That part of the East 50 feet of the Southeast Quarter of Section 14, Township 38 North, Range 12 East of the Third Principal Meridian, lying north of a line drawn at right angles to the East line of said Southeast Quarter through a point on said East line that is 700 feet South of the Northeast corner of said Southeast Quarter.

EASEMENT NO. 3 Over the East 25 feet of the Southeast Quarter of Section 14, Township 38 North, Range 12 East of the Third Principal Meridian which lies south of a line drawn through a point at right angles to the aforesaid East line of Section 14 that is 700 feet south of the Northeast corner of the Southeast Quarter and lies north of a line which passes through the East line of aforesaid Southeast Quarter at a point 955.27 feet south of the Northeast corner and forms an angle of  $71^{\circ} 52'$  as measured from South to West (aforesaid South line being the North line of a 40 foot railroad right-of-way).

EASEMENT NO. 4 Over the East 50 feet of a 40 foot railroad right-of-way whose Northerly line passes through a point on the East line of the Southeast Quarter of Section 14, Township 38 North, Range 12 East of the Third Principal Meridian that is 955.27 feet South of the Northeast corner of aforesaid Southeast Quarter and forms an angle of  $71^{\circ} 52'$  as measured from South to West (length of line being 52.61 feet) and whose Southerly line is described as follows:

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COMMENCING at a point on the East line of aforesaid Southeast Quarter that is 997.36 feet South of the Northeast corner; thence Southwesterly along a line that forms an angle of  $71^{\circ} 52'$  (as measured South to West) with aforesaid East line, a distance of 46.65 feet to a point of curve; thence continuing southwesterly along a curve, radius of 1168.28 feet, convex to the southeast, an arc distance of 5.94 feet to a point in the West line of the aforesaid East 50 feet; All of the land hereinabove described as Easement No. 1, 2, 3 and 4 being located in Cook County, Illinois.

THIS GRANT is made expressly subject to all rights of the said Grantor, in said land over which said driveway will extend, not inconsistent herewith, including the right to maintain, widen, enlarge, alter, change, improve and operate its railroad and all necessary or convenient appurtenances over and across said land over which said driveway will extend and including the right to construct or install across the same whatever facilities as may be necessary or convenient in connection therewith and/or in connection with any change in motive power and operation which may be hereafter made, including as well the installation, maintenance and use under, across or above the said land over which said driveway will extend, of any power lines, train control, communication and signal lines or any other system or systems or other convenient facilities and appurtenances whatsoever.

IT IS expressly understood and agreed by and between the parties hereto as covenants running with the land, (1) that the driveway over the parcels of land hereinbefore described, including the necessary railroad crossing at grade, shall be constructed and thereafter maintained, including ice and snow removal, at the sole cost and expense of the Grantee and in a manner as shall be approved by the Grantor; (2) that said Grantee shall provide and maintain in effect during the term of the aforesaid easement, a policy of public liability insurance, including contractual liability covering liability assumed by Grantee under the provisions of indemnification as hereinafter provided. Said insurance shall be in limits of not less than \$500,000/\$1,000,000 bodily injury and \$1,000,000 property damage with reliable and recognizable insurance company or companies. Grantee shall furnish Grantor evidence of said insurance. The providing of said insurance coverage shall not be deemed a limitation on the liability of Grantee as provided herein but shall be additional security therefor; and (3) that said Grantee will be responsible for and will indemnify, save harmless and defend Grantor against and from any and all claims and suits for and any and all liability, loss or expense arising from or incidental to or in connection with, damage to or loss of property of Grantor, Grantee or of agents, servants or employes of either or of any other person, and against and from any and all claims and suits for, and any and all liability, loss or expense arising from or incidental to or in connection with, injury to or death of persons, including agents, servants or employes, of Grantor or Grantee, or any other person (including Grantee if a natural person) which said damage, loss, injury or death shall arise in any manner, directly or indirectly, out of or incidental to or in connection with the aforesaid grant of easement or the area to be conveyed, or the use or occupation thereof, including any appurtenant sidewalks or driveways.

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21 Dec 2007



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THIS INSTRUMENT is executed, delivered and accepted upon the understanding and agreement:

(a) that the said Grantor shall not be liable or obligated to construct or maintain any fence between the land hereinbefore described and land of the said Grantor adjoining the same; or be liable or obligated to pay for any part of the cost or expense of constructing or maintaining such a fence or any part thereof; or be liable for any compensation for any damage that may result by reason of the non-existence of such a fence;

(b) that the said Grantee shall not have or assert to have any claim or demand whatsoever for compensation for damages, whether said damages be direct or consequential, to the land hereinbefore described or to any buildings or improvements now or hereafter erected thereon, or to the contents thereof, which may be caused by the operation, maintenance, repair or renewal of Grantor's railroad or which may be caused by vibration resulting from the operation, maintenance, repair or renewal thereof; and the said Grantee hereby expressly releases the said Grantor from liability for any such damages;

~~that the said Grantee shall not at any time hereafter ask, demand, recover or receive any compensation whatever for any damage which may be caused by the sliding of any part of the adjoining railroad embankment of the said Grantor, or by the draining or seeping of water therefrom upon or into the land hereinbefore described or upon or into anything which may be erected or placed thereon;~~

that the said Grantor shall not be liable or obligated to provide lateral support for the surface of the land hereinbefore described or any part thereof; and that the said Grantee shall not, at any time hereafter, ask, demand, recover or receive any compensation whatever for any damage that may be caused by the sliding of any part of the slope or embankment supporting the surface of the land hereinbefore described on the said land and shall use due diligence to prevent the drainage or seepage of water or the precipitation of snow or ice or anything whatever from the land hereinbefore described on to or upon the remaining land of the said Grantor or on to or upon any part thereof;

that in the event the tracks of the railroad of the Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over the said railroad in the vicinity of the land hereinbefore described are changed so that they shall pass overhead or underneath the said tracks and railroad, or in the event any grade crossing is vacated and closed, the said Grantee, as owner of the land hereinbefore described, shall not ask, demand, recover or receive any compensation whatsoever for any damage of whatsoever nature caused by or in any manner growing out of the separation or change of grades of said railroad and/or said streets, avenues, roads, lanes, highways or alleys or out of the vacation and closing of any grade crossing; that a right or means of ingress, egress or passageway to or from the land hereinbefore described is not hereby granted, specifically or by implication, and that the said Grantor shall not and will not be liable or obligated to obtain for the said Grantee such means of ingress, egress or passageway, and also that the said Grantee will obtain a means of access to and from the said land at his or its own cost and expense.

(c) that should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the said Grantor.

AND in consideration of the foregoing conveyance, the said Grantee does hereby grant unto the said Grantor for its use and the use of its agents, employees, tenants, lessees, licensees, invitees and all other persons doing business with them, an easement for driveway purposes at least 25 feet wide over and across the parcel of land hereinafter described by such route or routes as may, from time to time, be mutually agreed upon between the parties hereto, said land over which said driveway will extend being more particularly described as follows:



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ALL THAT PARCEL of land, situate as aforesaid, described as follows:

BEING part of the Southwest Quarter of Section 13, Township 38 North, Range 12 East of the Third Principal Meridian and part of the Southeast Quarter of Section 14, Township 38 North, Range 12 East of the Third Principal Meridian: (Note the West line of said Southwest Quarter is assumed as "Due North - South" for the following courses)

BEGINNING at a point at the intersection of said West line of said Southwest Quarter and a line that is 20 feet Northeasterly of and parallel to the Southwesterly line of land of the Indiana Harbor Belt Railroad Company, (said Southwesterly line of Railroad being 50 feet Northeasterly of and parallel to the center line between the two main tracks of the B&OCTRR), the above intersection is 1513.77 feet South of the West Quarter corner of said Section 13; thence N. 50° 21' 30" W., along said parallel line, 544.53 feet to an intersection with a curved line; thence Northwesterly along said curve whose radial line bears N. 61° 32' 30" E., being approximately 20 feet Northeast of and concentric with the center line of an existing railroad track, convex to the Southwest and having a radius of 617.28 feet a distance of 107.86 feet to an intersection with a curved line; thence Easterly along said curve whose radial line bears N. 2° 41' 50" E., being approximately 20 feet Southerly of and concentric with the center line of an existing railroad track, convex to the South and having a radius of 1166.28 feet, a distance of 175.79 feet; thence S. 53° 10' 50" E., 385.70 feet to a point of tangency with a curved line; thence Southeasterly along said curve, convex to the North and having a radius of 3600 feet a distance of 123.37 feet to a point in a line that is drawn at right angles to the point of beginning, thence S. 39° 38' 30" W., along said line, 187.55 feet to the point of beginning.

CONTAINING 2.305 acres.

THIS GRANT is made expressly subject to and upon the condition that the said Grantee shall and will at its sole cost and expense maintain said driveway.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Indenture so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate seals to be hereunto affixed and have caused their names to be signed to these presents by their duly authorized officers this 21ST day of FEBRUARY, A.D. 1972.

INDIANA HARBOR BELT RAILROAD COMPANY  
By:

F.J. GASPARINI  
Attest:

W.H. BARLOW  
ASSISTANT Secretary

PIELET BROS. SCRAP IRON & METAL, INC.  
By:

*Seymour Pielet*  
President

Attest:  
*Arthur Pielet*  
Secretary




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COMMONWEALTH OF PENNSYLVANIA )  
 )SS  
COUNTY OF PHILADELPHIA )

I, **CATHERINE M. PFEIFFER**, a Notary Public in and for said Commonwealth and County, do hereby certify that **F. J. GASPARINI** personally known to me to be the Vice President-Real Estate of **INDIANA HARBOR BELT RAILROAD COMPANY** and **W. H. BARLOW** personally known to me to be the ASSISTANT Secretary 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 severally acknowledged that as such Vice President-Real Estate and ASSISTANT Secretary, they signed and delivered the said Instrument as Vice President-Real Estate and ASSISTANT Secretary of said Corporation and caused the corporate seal of said Corporation to be affixed thereto, 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 notarial seal, this *3rd* day of *May* A. D. 1972.

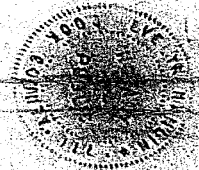
*Catherine M. Pfeiffer*  
Notary Public  


CATHERINE M. PFEIFFER  
Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires October 8, 1973

STATE OF *Illinois* )  
 )SS  
COUNTY OF *Cook* )

I, **Evelyn Hamlin**, a Notary Public in and for said State and County, do hereby certify that **Leyman Riebt** personally known to me to be the President of **PIELET BROS. SCRAP IRON & METAL, INC.** and **Arthur Riebt** personally known to me to be the Secretary 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 severally acknowledged that as such President **Leyman Riebt** and **Arthur Riebt** Secretary, they signed and delivered the said Instrument as President and Secretary of said Corporation and caused the corporate seal of said Corporation to be affixed thereto, 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 notarial seal, this *2nd* day of *February* A. D. 1972



*Evelyn Hamlin*  
Notary Public

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Ernest H. Chen*  
RECORDER OF DEED

MAY 11 '72 3 00 PM

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INDIANA HARBOR BELT RAILROAD COMPANY  
UNION STATION  
CHICAGO, ILL. 60606  
Area Code 312  
236-7200

INDIANA HARBOR BELT RAILROAD COMPANY

UNION STATION  
CHICAGO, ILL. 60606  
Area Code 312  
236-7200

D. M. WIES  
MANAGER, REAL ESTATE

May 10, 1972

RE-4-120 (Case No. N-62837)  
ARGO SUMMIT, ILLINOIS - Proposed sale to Piolet Bros. Scrap  
Iron and Metal, Inc.

Mrs. Helen M. Kullburg  
Chicago Title and Trust Company  
111 West Washington Street  
Chicago, Illinois 60602

Dear Mrs. Kullburg:

In connection with Escrow No. 337371, this is to  
certify that the property being conveyed by the Indiana Harbor  
Belt Railroad Company to Piolet Bros. Scrap Iron and Metal,  
Inc. is exempt from the Plat Act inasmuch as this is Railroad  
property.

Very truly yours,

*Dm. Wies*

DMW:sv

Property of Cook County Clerk's Office  
21 888 247

END OF RECORDED DOCUMENT