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60-02-046

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

hereinafter referred to as the Grantor, for and in consideration of \$32,380.00 and pursuant to the authority given by the Board of Directors of said Grantor, quitclaims unto BORG-WARNER CORPORATION, a Corporation of the State of Delaware, having its principal place of business at 200 S. Michigan Avenue, Chicago, Illinois, 60604,

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

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
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BOX 533

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SCHEDULE "A"

ALL THAT PARCEL of land situate in the Village of Bellwood, County of Cook and State of Illinois, being that part of the Southeast quarter of Section 9, Township 39 North, Range 12 East of the Third Principal Meridian, bounded and described as follows:

BEGINNING at the point of intersection of the east line of said Southeast quarter of Section 9 with the northerly line of the Right of Way, 100 feet wide, of the Chicago Great Western Railroad; and running thence westwardly, along said northerly right of way line, being also the southerly line of lands of the Indiana Harbor Belt Railroad, a distance of 794.47 feet; thence northwestwardly, along the arc of a circle, convex to the southwest and having a radius of 588.80 feet, a distance of 127.40 feet to a point on the east line, extended south, of Industrial Avenue (as dedicated by instrument recorded in the Recorder's Office of Cook County, Illinois, on May 3, 1946, as Document No. 13808950), which point is 34.84 feet, measured along said extended line, north from the point of intersection of said extended line with said northerly right of way line of the Chicago Great Western Railroad; thence north, along said extended east line of Industrial Avenue, a distance of 42.09 feet to a point which is 76.17 feet, measured perpendicularly, northerly from said northerly right of way line; thence southeastwardly, along the arc of a circle, convex to the southwest and having a radius of 1156.28 feet, a distance of 5.37 feet to a point of compound curve which is 74.00 feet, measured perpendicularly, northerly from said northerly right of way line and 4.56 feet, measured perpendicularly, east from said east line of Industrial Avenue extended south; thence southeastwardly, along the arc of a circle, convex to the southwest and having a radius of 451.68 feet, a distance of 186.60 feet to a point which is 36.06 feet, measured perpendicularly, northerly from said northerly right of way line; thence eastwardly, along a straight line a distance of 731.35 feet to a point on said east line of the southeast quarter of Section 9 which is 36.67 feet north from the point of beginning; and thence south, along said east line of the Southeast quarter of Section 9 said distance of 36.67 feet to the point of beginning.

CONTAINING 33,573 square feet, ±

SUBJECT, however, to the rights of those lawfully entitled to use so much of said land as is included within the lines of 135th Avenue.

AND the said Grantor, for the consideration aforesaid, has granted and by these presents 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, employees, tenants, lessees, licensees and all other persons having business with them, as and for a walkway as a means of pedestrian access to and from the parcel of land hereby conveyed and other land of the said Grantee on the North side of the adjoining land and railroad of the said Grantor,

EASEMENT 1

ALL THAT PARCEL of land, situated in the Village of Bellwood, County of Cook and State of Illinois, and being a part of the Southeast quarter of Section 9, Township 39 North, Range 12 East of the Third Principal Meridian, which parcel of land is located and described as follows:

COMMENCING on the east line of said Southeast quarter of Section 9 at a point which is 36.67 feet, measured along said east line, north from the point of intersection of said east line with the northerly line of the Right of Way, 100 feet wide, of the Chicago Great Western Railroad; and running thence westwardly, along a straight line, (which at 731.35 feet, measured along said straight line, is 36.06 feet, measured perpendicularly, northerly from said northerly right of way line of the Chicago Great Western Railroad), a distance of 518.15 feet to the point of beginning for said hereinafter described parcel of land; thence continuing westwardly, along said last described straight line, a distance of 10 feet; thence northwardly along a straight line, a distance of 63.87 feet to a point on the southerly line of Lot 2 in Owner's Division in the Southeast quarter of Section 9, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, which point is 485.80 feet, measured along said southerly line of Lot 2, westerly from the southeast corner of said Lot 2; thence eastwardly, along said southerly line of Lot 2 a distance of 10 feet; and thence southwardly, along a straight line, a distance of 63.87 feet to the point of beginning.

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CONTAINING 639 square feet, ±.

AND the said Grantor, for the consideration aforesaid, does further 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 and all other persons having business with them, as and for a driveway as a means of vehicular access to and from the parcel of land hereby conveyed and other land of the said Grantee on the North side of the adjoining land and railroad of the said Grantor,

EASEMENT 2

ALL THAT PARCEL of land situate in the Village of Bellwood, County of Cook and State of Illinois, and being a part of the Southeast quarter of Section 9, Township 39 North, Range 17 East of the third Principal Meridian, which parcel of land is located and described as follows:

COMMENCING on the east line of said Southeast quarter of Section 9 at a point which is 36.67 feet, measured along said east line, north from the point of intersection of said east line with the northerly line of the Right of Way, 100 feet wide, of the Chicago Great Western Railroad; and running thence westwardly along a straight line, a distance of 731.55 feet to a point which is 36.06 feet, measured perpendicularly, northerly from said northerly right of way line of the Chicago Great Western Railroad; thence northwestwardly, along the arc of a circle convex to the southwest and having a radius of 451.68 feet, (the westerly terminus of which arc is a point, 74.00 feet, measured perpendicularly, northerly from said northerly right of way line and 4.56 feet, measured perpendicularly, east from the east line, extended south, of Industrial Avenue as dedicated by instrument recorded in the Recorder's Office of Cook County, Illinois, on May 3, 1946, as Document No. 13808950), a distance of 48.23 feet to the point of beginning; or said hereinafter described parcel of land; thence northwestwardly, continuing along said last described arc, a distance of 36.32 feet; thence northwestwardly, along a straight line, a distance of 64.71 feet to a point on the southwesterly line of the parcel of land conveyed to Borg-Warner Corporation by Deed recorded in said Recorder's Office on May 11, 1964, as Document No. 19122809, which point is 73.29 feet, measured along said southwesterly line, southeasterly from the southwest corner of the parcel of land so conveyed; thence southeastwardly, along said southwesterly line, being the arc of a circle, concentric with and 15 feet normally distant northerly from the centerline of a railroad track, (said arc being convex to the southwest and having a radius of 526.18 feet), a distance of 40.97 feet; and thence southeastwardly along a straight line, a distance of 58.59 feet to the point of beginning.

CONTAINING 1539 square feet, ±.

THIS GRANT is made expressly subject to all rights of the said Grantor in said land over which said walkway and 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 walkway and 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 walkway and 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 walkway and driveway over the parcels of land hereinbefore described, including the necessary railroad crossings at grade, shall be constructed and thereafter maintained 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 easements, 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 \$50,000 property damage with reliable and recognizable insurance company or companies. Grantee shall furnish Grantor evidence of said insurance and said policy shall contain a waiver of subrogation against Grantor. 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 employees 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 employees, 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 grants of easements of the area to be conveyed, or the use or occupation thereof, including any appurtenant sidewalks or driveways.

Office of Cook County Clerk's

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

~~that the said Grantor shall not be liable or obligated to construct or maintain a 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;~~

(a) 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 Grantor 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 situated 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 ~~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;~~

(b) 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 obliged 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;

(d) that the said Grantee shall and will at its sole cost and expense and without expense to the said Grantor, construct and thereafter maintain a cyclone-type fence along the Northerly line of the parcel of land hereinbefore described containing 33,573 square feet, ±, in order to prevent any encroachment or trespassing by persons or vehicles upon the adjoining land and railroad of the said Grantor, together with appropriate signs or notices warning its employees that the crossing of the said Grantor's tracks shall be at the pedestrian crossing only.

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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, said Grantor has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its Director-Real Estate and attested by its Secretary this 28th day of October A.D. 1970.

INDIANA HARBOR BELT AND RAILROAD COMPANY
By:

F. J. Gasparini
Director-Real Estate

F. J. GASPARINI



R. W. Carroll
Secretary

R. W. CARROLL

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COMMONWEALTH OF PENNSYLVANIA)
)SS
COUNTY OF PHILADELPHIA)

I, *Kathleen G. Brady*, a Notary Public in and for said Commonwealth and County, do hereby certify that *F.J. GASPARINI* personally known to me to be the Director-Real Estate of INDIANA HARBOR BELT RAILROAD COMPANY and *A. W. Cawell* 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 Director-Real Estate and Secretary, they signed and delivered the said Instrument as Director-Real Estate 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 *24* day of *November* A.D. 1970.

Kathleen G. Brady
Notary Public
KATHLEEN G. BRADY
Notary Public, Philadelphia, Philadelphia
My Commission Expires May 21, 1973



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) SS
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I, _____, a Notary Public in and for said _____ do hereby certify that _____ personally known to me to be the _____ of _____ and _____ 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 _____ and _____ Secretary, they signed and delivered the said Instrument as _____ 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 _____ day of _____ A.D. 19 _____

Notary Public

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Charles R. Olsen
RECORDER OF DEEDS

JAN 11 '71 10 00 AM

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END OF RECORDED DOCUMENT

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