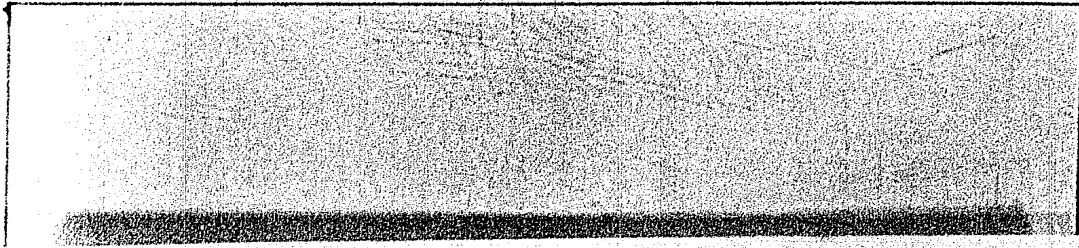


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THIS INDENTURE WITNESSETH, that the Grantor, Illinois Central Gulf Railroad Company, (hereinafter referred to as the Railroad Company), a corporation of the State of Delaware, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, so far as it lawfully may, to A. J. Canfield, an Illinois corporation, 50 East 89th Place, Chicago, Illinois 60619, Grantee, a perpetual easement for roadway and utilities (hereinafter for convenience referred to as "structure"), on, across, and under the land of the said Illinois Central Gulf Railroad Company in the vicinity of Mile Post C-11 west of Greenwood Avenue at Chicago in the State of Illinois, more particularly described as follows:

PARCEL C

Easement for ingress and egress and for public utilities that part of the East Half of the Northwest Quarter of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian described as follows:

Commencing at a point on a line which is 33.00 feet South of and parallel with the North line of said Northwest Quarter and 90.00 feet West of the West line of Greenwood Avenue, being a line 33.00 feet West of and parallel with the East line of the West Half of the Northeast Quarter of the Northwest Quarter of said Section, said point being 784.83 feet, more or less, West of the East line of the Northwest Quarter of said Section;

Thence West along a line parallel with and 33.00 feet South of the North line of said Northwest Quarter a distance of 300.00 feet;

Thence South along a line drawn perpendicularly to said parallel line, said perpendicular line being the East line of South Dobson Avenue per Document No. 14697532, a distance of 800.00 feet to the Southwest corner of a tract of land conveyed by the Illinois Central Railroad Company to Maxwell Brothers by a Warranty Deed dated January 10, 1946;

Thence East along the South line of said tract of land being a line parallel with the North line of said Northwest Quarter, a distance of 162.747 feet to the point of beginning of the herein described parcel of land;

Thence South $0^{\circ} 14' 08''$ East, 40.00 feet along a line forming an angle of $90^{\circ} 14' 08''$ with the South line of the aforesaid tract of land (as measured from West to South) to a line 40.00 feet South of and parallel with the South line of the aforesaid tract of land;

Thence East, along said parallel line, 225.90 feet to the aforesaid West line of Greenwood Avenue;

Thence North $0^{\circ} 04' 45''$ East, along said West line, 40.00 feet to the Easterly extension of the South line of the aforesaid tract of land;

Thence West along the South line of said tract of land and along the Easterly extension of said South line, 226.12 feet to the hereinabove designated point of beginning, all in Cook County, Illinois.

BOX 533

LATER DATE

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1700

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained; and the Grantee, by the acceptance of said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. The easement herein granted is limited to the uses and purposes hereinabove expressed and for no other purpose whatsoever.

2. (See pages -2A- and -2B-) The Grantor reserves to itself, its licensees, lessees, successors and assigns, the right not only to continue the presence and use of all tracks and other facilities or structures now existing upon or beneath the surface of, or above, the above-described premises, but also the right to install and operate additional tracks, facilities and structures upon and beneath the surface of and above the above-described premises. The Grantor further reserves the right to grant to others permission to install other facilities and structures, including, but not limited to, underground pipes and conduits upon and beneath the surface of said premises and overhead wires, cables and poles or other structures for the support thereof which may be hereafter located thereon, provided that said installations may be made without substantial interference with the use of said premises as herein provided.

3. Grantee shall perform all the necessary work, furnish all material and labor necessary for the construction, maintenance or reconstruction of said structure in and upon said above-mentioned premises and make or cause to be made any changes or alterations in the location or construction of facilities of said Grantor that may be made necessary by the easement herein granted or by the location, construction and use of said structure thereon, and Grantee hereby agrees to assume any and all expense which may be incurred by the Grantor incident to, or as a result of, the exercise of the within grant.

4. The Grantor does not warrant the title to the above-described premises in which the foregoing easement is granted and the Grantor does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be

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(1a) Anything herein to the contrary notwithstanding, the Grantee agrees to perform or cause to be performed roadway construction (except for roadway grade crossing proper), all utility installations such as pipe lines and wire line crossings at Grantee's sole cost, risk and expense. The Grantee shall maintain or cause to be maintained, at its sole cost, risk and expense all such installations including the roadway.

(1b) Grantee, prior to making any installations or performing any work upon above described premises, shall confer with the Grantor or Grantor's authorized representative and all work shall be subject to the approval of the Railroad Company's Chief Engineer.

(1c) Prior to performing any work whatsoever within twenty-five feet from the centerline of track measured at right angle to the track, Grantee shall obtain from the Railroad Company's Chief Engineer the approval of plans and specifications showing the proposed work.

(1d) All work shall be done in accordance with the plans and specifications approved by the Railroad Company's Chief Engineer.

(1e) No changes in approved plans or specifications shall be made without the written consent from the Railroad Company's Chief Engineer.

(1f) After the roadway is constructed, Grantor agrees, upon request, to install and maintain at Grantee's sole cost, risk and expense a private grade crossing proper. The term crossing proper consists of the portion of the grade crossing between the ends of a tie. The Grantee agrees to reimburse the Railroad Company, for the cost of performing the necessary crossing work. The Grantee shall arrange at its sole cost and expense the construction of the crossing approaches and installation of necessary drainage pipes.

(1g) Grantee agrees to restrict its employees, invitees and business agents use to said crossing location and no other for crossing tracks and waylands of the Railroad Company.

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(1h) Grantee shall install and maintain all gates, deemed necessary by the Grantor or Grantee, and shall keep them closed when not in actual use.

(1i) Grantee at its sole cost, risk and expense shall provide whatever flag protection Grantor or Grantor's authorized representative shall indicate necessary, but the Grantor shall also have the right to provide such flag protection for Grantee at Grantee's sole cost, risk and expense.

(1j) Grantee for the protection of the Railroad Company shall carry, so long as the private grade crossing remains in existence, a contractual-type liability insurance, including automobile, covering the specific indemnification provided for in Section 9 of this indenture, with limits of \$500,000/1,000,000 as to public liability and \$500,000/1,000,000 as to property damage liability. The Railroad Company shall be furnished a certificate evidencing such insurance, which must be approved by the Railroad Company before the Grantee may use the grade crossing ~~as an easement for the Railroad Company's property.~~

(1k) In the event that the roadway and grade crossing are not constructed within five years from the date of this indenture, the easement for roadway shall thereupon cease and terminate and all rights shall revert to the Grantor.

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subject to the continuing lien of all lawful outstanding, existing liens and superior rights, if any, in and to said premises, including, but not limited to, the Grantor's Mortgage Indenture dated November 1, 1949, to Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York), Trustee.

5. The Grantee or Grantee's contractor (or contractors), in the event the work to be performed by the Grantee is to be let by contract, shall confer with Grantor's authorized representative before entering upon the tracks and waylands of the Grantor for performance of any construction or maintenance work, or work preparatory thereto, to secure permission for the occupancy and use of Grantor's premises and confer with the Grantor relative to its requirements for clearances, operation and general safety regulations. The Grantor shall have the right, but not the obligation, to furnish Grantee or Grantee's contractor (or contractors) protective services and devices such as, but not limited to, switchtenders, flagmen, watchmen or others, as Grantor may deem desirable to promote safety and continuity of railroad traffic during progress of the work, for which Grantee or Grantee's contractor (or contractors) shall be required to reimburse the Grantor promptly upon receipt of bills, the Grantee to withhold final payment to its contractor (or contractors) until Grantor has notified Grantee that all such bills have been settled. For any work which is performed by Grantor for Grantee, Grantee hereby agrees to reimburse the Grantor upon receipt of bills.

6. Cost and expense for work performed by Grantor, as referred to in this agreement, shall consist of the direct cost of labor plus a 120% overhead charge and the direct cost of material plus a 35% overhead charge.

7. The Grantee or Grantee's contractor (or contractors), in the event the work is let by contract, shall furnish to Grantor evidence of Workmen's Compensation coverage and shall maintain at all times during the performance of any construction or reconstruction work the following types of insurance: (A) Contractors' Public Liability and Property Damage Liability Insurance, including automobile coverage, with limits of \$500,000/1,000,000s to public liability and \$500,000/1,000,000 as to property damage liability, (B) Contractors' Protective Public Liability and Property Damage Liability Insurance with the same limits, if subcontractors are involved, and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the same limits as prescribed in (A) above, naming Illinois Central Railroad Company as the insured and containing an endorsement in the form appearing in the Standard Provisions attached to and made a part of this indenture. Grantor shall be furnished with the Railroad Protective Policy and, in addition, certificate (or certificates) of insurance evidencing the other insurance requirements specified herein. The Railroad Protective Policy and the certificate (or certificates) of insurance must meet with the approval of the Illinois Central Railroad Company before any work shall be commenced on Grantor's property by the contractor (or contractors).

8. Grantee, as a further consideration and as a condition, without which this easement would not have been granted, agrees to indemnify and save harmless Grantor, its officers, employees and agents and to assume all liability for death or injury to any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and all liability for loss, damage or injury to any property, including, but not limited to, that belonging to the parties hereto (together with all liability for any expenses, attorneys' fees and costs incurred or sustained by the Grantor), arising from, growing out of or in any manner or degree directly or indirectly caused by, attributable to or resulting from the exercise of the rights herein granted, or the failure of the Grantee to conform to all the conditions of this easement, or the construction, maintenance, repair

*Paragraph 7 above shall be inapplicable in connection with the construction and maintenance of utilities such as water, sewer, natural gas, electricity and telephone.

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[Handwritten signatures and initials]

renewal, alteration, change, relocation, existence, presence, use, operation or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the easement, unless caused solely by negligence of Grantor, its officers, employees and agents. Grantee agrees also to release and indemnify and save harmless Grantor, its officers, employees and agents from all liability to Grantor, its officers, employees, agents or patrons, resulting from railroad operations at or near the area in which the easement is to be exercised, unless the death, injury or damage resulting therefrom shall be due solely to the negligence of the Grantor, its officers, employees or agents. At the election of Grantor, the Grantee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

9. In the event that the use of the aforesaid easement across the said premises for the purposes herein expressed shall be abandoned or otherwise discontinued, the said easement shall thereupon cease and determine; and the Grantee shall surrender or cause to be surrendered to the Grantor, or its successors or assigns, the peaceable possession of the above-described premises, and title to said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for the use and occupancy of said premises. Full and complete title, ownership and use of Grantor's premises and of the portions thereof herein involved are reserved to Grantor, its successors or assigns, subject to the right, permission and authority herein expressly granted. Upon termination hereof for any reason whatsoever, the Grantee hereby agrees to restore the premises of the Grantor to a like condition as at present, insofar as the same may be practicable in the opinion of the duly authorized representative of the Grantor.

10. Subject to the provisions of Paragraph 9 hereof, this indenture shall run with the land and be binding upon the grantees, successors, lessees and assigns of the parties hereto, but nothing contained in

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this section shall be considered to authorize the Grantee to assign this indenture without the written consent of the Grantor first had.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed and its corporate seal to be hereunto affixed by its duly authorized officers as of the 24th day of December, 1975.

GULF ILLINOIS CENTRAL RAILROAD COMPANY

By [Signature]
Vice President and Chief Engineer

ATTEST:

[Signature]
Assistant Secretary

ACCEPTED:

[Signature]
A. J. CANFIELD COMPANY

By [Signature]
Title V.P.

ATTEST:

[Signature]
A. J. CANFIELD COMPANY
CHICAGO, ILLINOIS

APPROVED AS TO FORM
Description: 1111-11-15
Prepared by: [Signature]
Reviewed by: [Signature]
Law: [Signature]

Rec'd
D58
Smt

MAIL TO: A. W. ALEXANDER
Name: 50 E 89TH PLACE
Address: CHICAGO, ILLINOIS 60619
City:

Form 124-B 5/72

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- 6 -

PREPARED BY:
G. E. SCHILLING
REAL ESTATE DEPT.
236 N. MICHIGAN
CHICAGO, ILL. 60611

73 376 910
016 915 27

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STATE OF ILLINOIS }
COUNTY OF COOK } SS

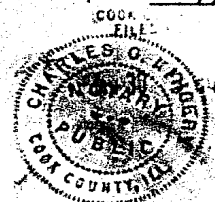
I, Charles C. Kingial, a Notary Public in and for said County and State, hereby certify that L. E. Fox Vice President and Chief Engineer of the aforesaid ILLINOIS CENTRAL GULF RAILROAD COMPANY, who is personally known to me, and known to be such Vice President and Chief Engineer of said corporation, and the same person whose name is subscribed in the above instrument as such Vice President and Chief Engineer, appeared before me this day in person in said State and County, and being by me duly sworn, did say that he was on the date of the execution of the said instrument Vice President and Chief Engineer of the said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged that he, being informed of the contents of the instrument as such Vice President and Chief Engineer, signed, sealed and delivered the said instrument by signing the name of the corporation by himself as Vice President and Chief Engineer as his own free and voluntary act as Vice President and Chief Engineer and as the free and voluntary act and deed of the said corporation for the uses and purposes therein set forth. I further certify that the seal of said corporation as

R. C. Wise, as Assistant Secretary of said corporation.

Given under my hand and seal of office in Chicago, Cook County, Illinois, this 24th day of December, 1975.

Charles C. Kingial
Notary Public

My Commission Expires November 29, 1977.



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END OF RECORDED DOCUMENT