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COOK COUNTY, ILLINOIS
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Sidney H. Olson
RECORDER OF DEEDS

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*Edwin
Sale*

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INDENTURE

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THIS INDENTURE, made and entered into as of the 29th day of June, 1981, by and between ILLINOIS CENTRAL GULF RAILROAD COMPANY hereinafter called Grantor and EDWARD G. GARDNER and BETTY ANN GARDNER, his wife, as joint tenants and not as tenants in common, whose address is 1000 East 87th Street, Chicago, Illinois 60619, hereinafter collectively called Grantee:

WITNESSETH:

WHEREAS, the parties hereto are desirous of establishing an easement in favor of the Grantee over the said land hereinafter described.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee to the Grantor, the Grantor hereby grants and conveys to the Grantee, its successor and assigns, a perpetual easement for roadway purposes, across the real property described in Exhibit A attached hereto and hereby made a part hereof, all as shown in red on print attached hereto as Exhibit B and made a part hereof.

This easement is granted upon the following express conditions:

1. That the premises herein described shall be used by Grantee solely for the purposes herein specified, and for no other purpose, in common with the Grantor and others to whom the right is now or may hereafter be granted by Grantor at any time hereinafter, but not to interfere with or restrict the use of the premises herein described by Grantee. In the event of a subsequent abandonment of such use by the Grantee, its successors or assigns, then this easement shall cease and determine and all rights hereunder shall revert to the Grantor, its successors and assigns.

2. That Grantee will restrict its and its employees', agents' and invitees' roadway use to the premises herein described and no other for crossing the property and tracks of the Grantor nor do or permit to be done any act which will in any manner interfere with, interrupt or endanger Grantor's use of its property and railroad tracks or Grantor's operations.

3. Grantor retains the right to relocate the private vehicular road and grade crossing to another location on Grantor's property upon 30 days' written notice to Grantee if, in Grantor's reasonable opinion, it is necessary in connection with its business operations. Said relocation shall be at Grantee's sole cost, risk and expense.

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MAIL TO:
Robert Wiley
233 No. Michigan Ave.
CHICAGO, ILL 60601

BOX 533

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4. This Indenture shall become effective as of the date first above written and shall continue in effect until the use set forth above has ceased, or otherwise terminated pursuant to the terms herein. Prior to termination, Grantor shall have the right, but not the duty, to remove the crossing of Grantor's tracks and to restore the property, all at Grantee's sole risk and expense. Grantee shall pay the actual cost of any work performed by Grantor upon presentation of a bill. Unless the parties mutually agree to leave the roadway or crossing in place after termination, the termination of this Indenture shall not be effective until all removal and restoration is complete. Termination of this Indenture shall not release Grantee from any liability or obligation which accrued prior to such termination.

5. That the construction of a road on that portion of the premises herein described marked in red on the attached Exhibit C, including the necessary grading, culverts and drainage where crossing the premises herein described shall be performed by the Grantee at its own risk and expense and to the satisfaction of the Grantor whose approval shall not be unreasonably withheld, except that the Grantor will install the crossing over its track(s) where crossing the premises herein described, from end of tie to end of tie and make all adjustments required in railroad facilities, if any, at Grantee's expense. As payment for performance of this work by Grantor, Grantee shall pay Grantor Seven Thousand Five Hundred and no/100 Dollars (\$7,500.00) upon execution of this Indenture.

6. That "Cost" as referred to in this Indenture shall consist of the direct cost of labor and direct cost of material plus Grantee's then current customary additives in each instance.

7. That, at least ten (10) days prior to performing any construction or maintenance work to the premises herein described, the Grantee shall notify Grantor in writing of its intent to perform such work. Such notification shall not be necessary for emergency repair or maintenance to the premises herein described which the Grantee determines is reasonably necessary for the protection against damage or loss of its property or if the health or welfare of Grantee's employees and invitees is endangered.

8. That Grantee keeps each quadrant of the intersection of the private road with Grantor's railroad track free of bushes, trees, weeds and other vegetation that would interfere with a motor vehicle operator sighting an approaching train.

9. That if it should be necessary to raise any wires on the premises herein described not belonging to Grantor to provide safe clearance for vehicles using the

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roadway on the premises herein described, Grantee shall make all arrangements therefor at its own sole risk and expense.

10. That if requested by Grantor in writing, Grantee will, at its own expense, erect and maintain, at a location or locations satisfactory to Grantor, a sign or signs bearing the words, "PRIVATE CROSSING - NOT FOR PUBLIC USE".

11. That Grantee shall, at its own risk and expense, maintain said road described in Exhibit C hereof (except the crossing over the track of the Grantor) in good and safe condition. The Grantor shall, at the expense of Grantee, maintain and repair the crossing over its track where such tracks cross the premises herein described, however, Grantor shall have the right, but not the duty, to perform, at Grantee's expense, any other repair or maintenance on the crossing that Grantor considers necessary and Grantee shall pay the actual cost thereof upon receipt of a bill whether made at Grantee's request or otherwise.

12. That Grantee shall, at all times, keep the Grantor's railroad track where such tracks cross the premises herein described, free of dirt, rocks or other debris, and will not permit any condition which will interfere with the safe operation of trains over said private road crossing. If at any time Grantee shall fail so to do, Grantor may, at its option, remove any debris, and Grantee will pay Grantor the cost thereof, upon receipt of bill therefor. If the continued or repeated presence of dirt, rocks or debris should, in the reasonable opinion of Grantor, create an operating hazard, Grantor shall give Grantor notice in writing of such operating hazard and, pending correction of the hazardous condition, Grantor may keep a flagman on duty at Grantee's expense until such condition is corrected. If the hazardous condition is not corrected within 60 days of receipt of the aforesaid notice by Grantor in a manner reasonably satisfactory to Grantor, Grantor may at its option immediately terminate this easement.

13. Grantee shall, at its own risk and expense, install and maintain any gate or other barrier which Grantor indicates is necessary and shall keep the gates closed when not in actual use. Grantee shall, at its own risk and expense, provide whatever flag protection Grantor shall indicate is necessary. Grantor shall also have the right, but not the duty, to provide any such flag protection at Grantee's sole risk and expense and Grantee shall pay the actual cost upon receipt of a bill. It is understood, however, that it shall be Grantee's obligation to prevent all unauthorized persons from using the crossing and nothing herein shall be construed to relieve Grantee of this obligation.

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14. That, if at any time due to the density of traffic the Grantor should deem it necessary to install, or should be required by law or competent public authority to install, flashing lights, crossing gates or other warning devices at the crossing of the railroad track of the Grantee over the premises herein described, the Grantee agrees that it will pay to the Grantor the expenses of installing such lights, gates or other warning devices and, from time to time, the expenses of operating, maintaining, repairing and renewing such lights, gates or other warning devices, upon receipt of bills rendered therefor.

15. That the Grantee agrees and hereby does agree to indemnify and save harmless the Grantor, its officers, employees and agents, and to assume all liability for death of or injury to any person or persons, including, but not limited to, officers, employees, agents, patrons, grantees, lessees, and licensees of the parties hereto, and for all loss of or damage or injury to, any property, including, but not limited to, property of the parties hereto, including all incidental expenses, attorneys' fees and costs incurred or sustained by the Grantor, in any manner or degree caused by, attributable to, or resulting from, the exercise of the rights herein granted, the failure of the Grantee to conform to conditions of this easement, the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident to any such exercise, failure, or work, or any activity on, or occurrence originating on, the real property covered by this Indenture regardless of the negligence of Grantor, its officers, employees or agents. The Grantee agrees also to release, indemnify and save harmless the Grantor, its officers, employees and agents, from all liability to the Grantee, its officers, employees, agents, or patrons, resulting from railroad operations at or near the area in which the easement is to be exercised, whether or not any such death, injury or damage resulting therefrom shall be due from the sole negligence of the Grantor, its officers, employees, or agents. At the election of Grantor, Grantee shall upon notice to such effect assume or join in the defense of any claim or suit based upon allegations of any such liability of the Grantor.

16. Grantee shall procure and maintain during the life of this Agreement CONTRACTUAL LIABILITY INSURANCE which will insure the indemnity undertakings herein set forth. Such insurance shall have a minimum combined single limit of \$2,000,000 per occurrence with an aggregate limit of \$6,000,000. Grantee shall furnish the Grantor with a certificate evidencing that such insurance is in full force and effect and that the same will not be cancelled without at least fifteen (15) days

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advance written notice by the insurance carrier to the Grantor and shall name Grantor as an additional party insured. AND IN ADDITION TO OTHER INFORMATION THE CERTIFICATE SHALL CONTAIN THE FOLLOWING LANGUAGE:

Notwithstanding anything contained therein to the contrary, the Contractual Liability Insurance hereinabove referred to is extended to specifically insure the indemnity obligations assumed by Edward G. Gardner and Betty Ann Gardner under Section 16 of an Agreement dated June 29, 1981, with Illinois Central Gulf Railroad Company covering use of Railroad's property for a private road crossing.

Upon termination of this Indenture, the Grantee will, at its expense, remove said road and restore the right of way and track of the Grantor as nearly as may be to their former condition, and upon its failure so to do, the Grantor may make such removal at the sole risk and expense of the Grantee, to be paid by Grantee upon receipt of bill therefor. Upon such termination, Grantor shall remove the crossing at the sole risk and expense of Grantee and Grantee shall pay the actual cost upon receipt of a bill. If should at any time fail or refuse to fulfill or perform any of the conditions hereof within thirty (30) days after receipt of written notice from Grantor specifying such failure or refusal, Grantor shall have the right to terminate this easement at once; provided, however, if the Grantee shall have undertaken to cure such failure and notwithstanding the reasonable diligence of Grantee, such failure is not cured within such thirty (30) day period but is curable with future due diligence, Grantee may not terminate this easement so long as Grantee is proceeding with due diligence to cure such failure.

17. That Grantee shall pay all taxes, general and special, license fees or other charges which may become due or which may be assessed against the premises of the Grantor because of the construction, existence, operation or use of said roadway or crossing, or the business conducted by Grantee in connection with said roadway or crossing, and shall reimburse the Grantor for any such taxes, license fees or other charge which may be paid by the Grantor promptly upon the presentation of bills therefor.

18. The covenants, stipulations and conditions of this Agreement shall extend to and be binding upon the Grantor, its successors and assigns, and shall extend to and be binding upon the Grantee's and the heirs, administrators, executors, successors or assigns of the Grantee. Grantee shall not have the right to assign this easement without first obtaining the consent in writing of the Grantor thereto, which consent will not be unreasonably withheld; except that Grantees may assign this easement to

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Soft Sheen Products, Inc. (the "Company") without the consent of Grantors. Any such assignment to the Company shall be effective to release both of the persons herein named and collectively referred to as the Grantee from any further personal liability or obligation hereunder, all such liability or obligation hereunder being deemed to have been assumed by the Company by such assignment.

19. That any notice, request, demand, statement or consent made hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, and shall be deemed given when postmarked and addressed as follows:

If to Grantor:

Illinois Central Gulf Railroad Company
233 North Michigan Avenue
Chicago, Illinois 60601
Attention: Vice President - Real Estate

If to Grantee:

Edward G. Gardner and Betty Ann Gardner
1000 East 87th Street
Chicago, Illinois 60619

Each party may designate a change of address or require that a copy of any such notice be sent to one other party in the manner hereinbefore provided by notice to the other party given at least fifteen (15) days before such change of address or requirement of additional copy of notice is to become effective.

20. This Indenture may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute one and the same instrument.

21. That the Grantor reserves for itself, its successors and assigns, the right to construct railroad track or tracks on, over and across the premises over which the easement herein is granted, with the right to go upon the premises for the purpose of construction and maintenance of its track or tracks, and the right to pass over the track or tracks at all time with locomotives and cars, loaded and unloaded, and with all railroad equipment; also the further right to use said premises in any and all other ways in the conduct of its business which shall not be destructive of this easement.

In Witness Whereof, the Illinois Central Gulf Railroad Company caused its corporate seal to be affixed hereto and its name to be signed to these presents by its President and attested by its (Assistant) Secretary and Edward G. Gardner and Betty

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Ann Gardner have each executed these presents all on the day and year first above written.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By [Signature]
VICE President

[Signature]
(Asst) Secretary

[Signature]
Edward G. Gardner

[Signature]
Betty Ann Gardner

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this 31 day of July, 1981, before me personally appeared R.A. IRVINE and W.H. SANDERS, to me personally known, who being by me duly sworn, did say that they are VICE President and (Assistant) Secretary, respectively, of Illinois Central Gulf Railroad Company, a corporation organized under the laws of the State of Delaware, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said R.A. IRVINE and W.H. SANDERS acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal the day and year first above written.

[Signature]
Notary Public



(Notary Seal)

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this 13 day of July, 1981, before me personally appeared Edward G. Gardner, to me personally known, who being by me duly sworn, and acknowledged said instrument to be his free act and deed.

WITNESS my hand and seal the day and year first above written.

[Signature]
Notary Public



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STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this 13th day of July, 1981, before me personally appeared Betty Ann Gardner, to me personally known, who being by me duly sworn, and acknowledged said instrument to be her free act and deed.

WITNESS my hand and seal the day and year first above written.

Debra R. Prybyl
Notary Public



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Shirley F. Olson
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EXHIBIT A

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 35, SAID POINT BEING 922.38 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH $10^{\circ} 43'$ EAST PARALLEL WITH AND 40 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE EASTERLY LINE OF THE PROPERTY CONVEYED BY THE GRANTOR HEREIN TO SELMA B. METTE AND MARIE M. BURBACH BY DEED DATED SEPTEMBER 22, 1945, A DISTANCE OF 314.34 FEET; THENCE NORTH $79^{\circ} 12'$ WEST A DISTANCE OF 40 FEET; THENCE NORTH $2^{\circ} 40'$ EAST A DISTANCE OF 425 FEET TO THE POINT OF CURVE; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 235.65 FEET A DISTANCE OF 70 FEET TO A POINT WHICH IS 36.5 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CENTER LINE OF TRACK AS NOW LOCATED SERVING THE AUNT MID COMPANY; THENCE WESTERLY ON A RADIAL LINE OF SAID CURVE A DISTANCE OF 46.3 FEET TO A POINT 9.8 FEET WESTERLY FROM SAID CENTER LINE OF TRACK, SAID POINT BEING IN THE EASTERLY LINE OF THE PROPERTY SOLD TO THE AMERICAN ROOF TRUSS COMPANY; THENCE SOUTHERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 881.95 FEET PARALLEL WITH SAID CENTER LINE OF TRACK, ALONG THE SAID EASTERLY LINE OF THE AFORESAID PROPERTY A DISTANCE OF 30 FEET; THENCE EASTERLY ON A RADIAL LINE OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 863.65 FEET PARALLEL WITH AND 8.5 FEET PERPENDICULARLY DISTANT EASTERLY FROM SAID CENTER LINE OF TRACK A DISTANCE OF 43 FEET, MORE OR LESS, TO END OF CURVE; THENCE SOUTH $2^{\circ} 40'$ WEST PARALLEL WITH AND 8.5 FEET PERPENDICULARLY DISTANT EASTERLY FROM SAID CENTER LINE OF TRACK A DISTANCE OF 266.9 FEET, MORE OR LESS, TO A POINT OPPOSITE THE POINT OF CURVE IN SAID EASTERLY LINE OF THE PROPERTY SOLD TO THE AMERICAN ROOF TRUSS COMPANY; THENCE SOUTH $2^{\circ} 40'$ WEST ON A STRAIGHT LINE, A CONTINUATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 150.2 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE EASTERLY LINE EXTENDED NORTHERLY OF THE PROPERTY CONVEYED TO SELMA B. METTE AND MARIE M. BURBACH AS AFORESAID; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF THE PROPERTY DESCRIBED IN THE AFORESAID DEED A DISTANCE OF 330 FEET MORE OR LESS, TO A POINT IN A LINE WHICH IS LOCATED 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE EAST ALONG AFORESAID PARALLEL LINE A DISTANCE OF 40.7 FEET TO THE POINT OF BEGINNING,

ALSO

THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED BY THE ILLINOIS CENTRAL GULF RAILROAD COMPANY TO E.G. GARDNER, ET UX, BY DEED DATED SEPTEMBER 2, 1980; THENCE NORTH $10^{\circ} 48' 12''$ EAST ALONG THE WEST LINE OF THE AMERICAN ROOF TRUSS COMPANY PROPERTY AND ITS NORTHERLY EXTENSION A DISTANCE OF 540.0 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $79^{\circ} 11' 48''$ EAST 112.85 FEET TO A POINT OF CURVATURE, THENCE SOUTHEASTERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 70.0 FEET FOR A DISTANCE OF 109.96 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH THE WEST LINE OF THE AMERICAN ROOF TRUSS COMPANY PROPERTY AFORESAID AND WHICH IS DRAWN FROM THE NORTHEAST CORNER OF THE EASEMENT DESCRIBED IN DOCUMENT NO. 14871941 (SAID LINE HEREINAFTER REFERRED TO AS LINE "A"); THENCE SOUTH $10^{\circ} 48' 12''$ WEST ALONG SAID PARALLEL LINE TO THE NORTHEAST CORNER OF EASEMENT AFORESAID; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID EASTMENT 28.05 FEET MORE OR LESS TO A LINE 28.0 FEET (MEASURED AT RIGHT ANGLES) NORTHWESTERLY OF AND PARALLEL WITH LINE "A" AFORESAID; THENCE NORTH $10^{\circ} 48' 12''$ EAST ALONG SAID PARALLEL LINE 272.43 FEET TO A POINT AND HAVING A RADIUS OF 30.0 FEET FOR A DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY WITH A LINE PERPENDICULAR TO THE WEST LINE OF THE AMERICAN ROOF TRUSS COMPANY PROPERTY AND WHICH PASSES THROUGH THE POINT OF BEGINNING; THENCE NORTH $79^{\circ} 11' 48''$ WEST ALONG SAID PERPENDICULAR LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

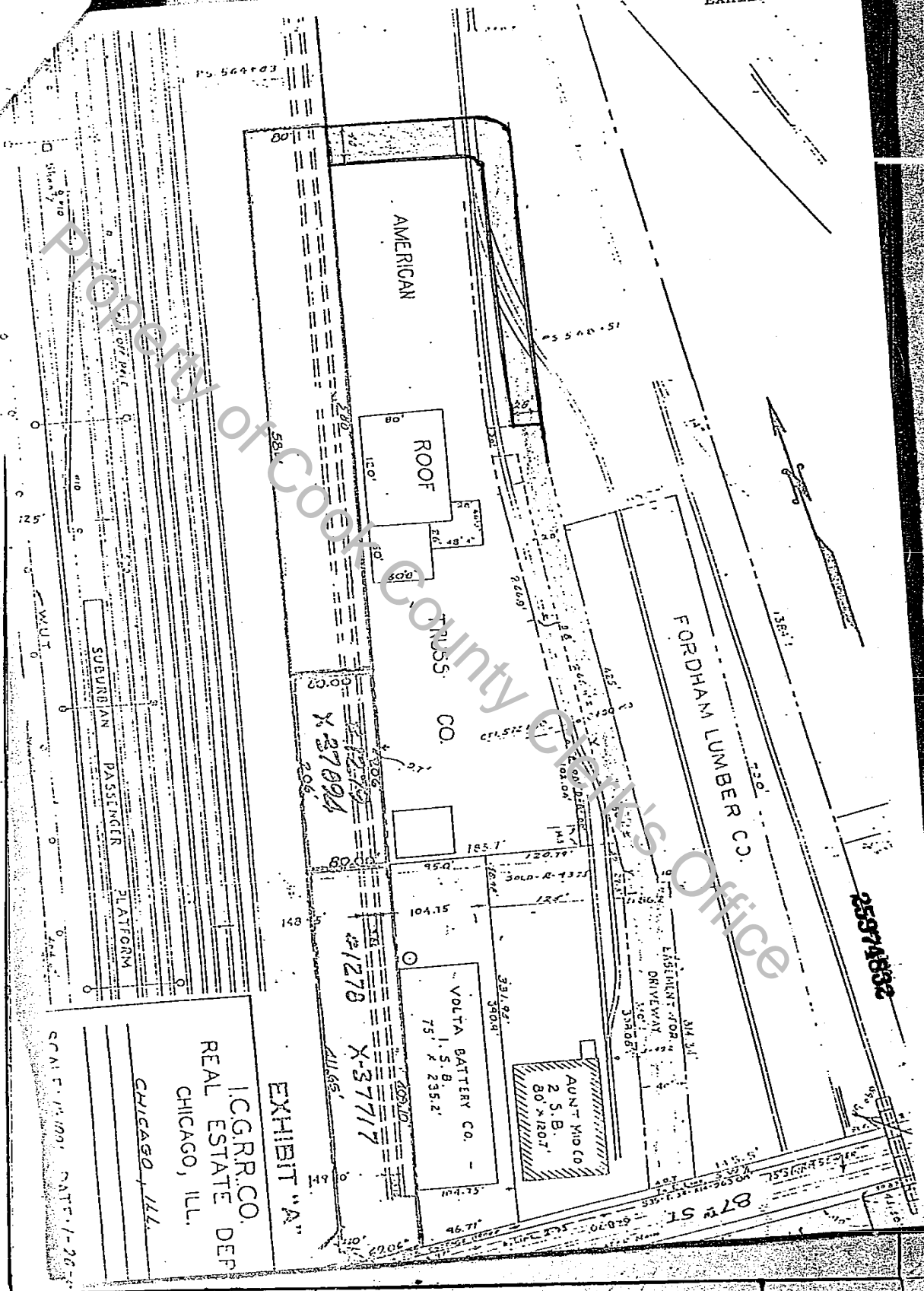


EXHIBIT "A"

I.C.G.R.R. CO.
REAL ESTATE DEF
CHICAGO, ILL.

CHICAGO, ILL.

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