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QUITCLAIM DEED

COOK
CO. NO. 016

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WHEREAS: On May 24, 1984 William M. Gibbons, Trustee for the Estate of the Chicago, Rock Island and Pacific Railroad Company, Debtor, and not as an individual ("Trustee") and The LaSalle and Bureau County Railroad Company, an Illinois corporation ("LSBC") entered into a Purchase Agreement ("Contract"), wherein the Trustee agreed to sell and LSBC agreed to purchase certain of the Trustee's interests in tracks and land as described in Exhibit A to the Contract, and

WHEREAS the Trustee was authorized to execute and deliver all documents necessary to consummate the sale of his interest in said track and land by Court Order 698 dated May 29, 1984 ("Court Order") by the United States District Court for the Northern District of Illinois, Eastern Division, in the Matter of the Chicago, Rock Island and Pacific Railroad Company, Debtor, No. 75 B 2697 ("Reorganization Court"), and

WHEREAS prior to executing and delivering the documents necessary to consummate said sale the Trustee conveyed his interest in said tracks and land to the reorganized company known as the Chicago Pacific Corporation, a Delaware corporation pursuant to Court Order No. 678 of the Reorganization Court; and

WHEREAS the Contract is binding on the Chicago Pacific Corporation,

THEREFORE:

KNOW ALL MEN BY THESE PRESENTS: That the CHICAGO PACIFIC CORPORATION, a Delaware corporation, ("Grantor") in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby CONVEY and QUITCLAIM, subject to the terms, conditions, reservations and exceptions hereinafter set forth, unto THE LASALLE AND BUREAU COUNTY RAILROAD COMPANY, an Illinois corporation, with an address at 1500 Eighth Street, P. O. Box 364, LaSalle, Illinois 61301 ("Grantee"), all of Grantor's right, title and interest in and to the railroad right-of-way property ("Property") described in Exhibit A, attached hereto and made a part hereof.

1600543 Austin

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STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
FEB 11 1985
REVENUE
\$ 75.00

COOK COUNTY
CLERK OF COURT
FEB 11 1985
REVENUE
\$ 25.00

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Grantor reserves to itself, its successors and assigns all ores and minerals of every kind and nature, including, but not limited to oil, natural gas, sulphur, coal and lignite, whether on or underlying the surface of the Property together with the full right, privilege and license at any time to explore, or drill for and to protect, conserve, mine, take, extract, remove and market any and all such products; provided, that any person acting under this reservation, pursuant to authority granted by Grantor, shall be liable to Grantee or its rail service operators, by reason of the exercise of the reserved interests herein, for claims and judgments against Grantee or its rail service operators by any person and for damages to the property and business of Grantee or its rail service operators.

Grantor reserves to itself, its successors and assigns all existing easements and licenses and the exclusive right to convert or amend such existing easements and licenses, for conduits, sewers, water mains, gas lines, electric power lines, cables, wires or other energy, communications and utility lines of any kind whatsoever beneath, in, on, over, across, along, or above the surface of the Property to easements or licenses, either in perpetuity or for terms, for the continued maintenance operation and use of the same or to otherwise modify the existing easements or licenses.

Grantor reserves to itself, its successors and assigns exclusive perpetual easements and the exclusive right to grant easements or licenses, either in perpetuity or for terms, for the construction, installation, erection, reconstruction, reinstatement, re-erection, relocation, maintenance, removal, repair, replacement, use and operation of transportation and transmission systems for all and every type of fluids, gases, communications and energy by whatever means, except by railroad or parallel motor carrier, but including without limitation pipelines, telephone, radio, radar or laser transmission systems, wire, cable, fiber, fiber-optic, utility, energy and power transmission lines or conduits of every kind and character together with all necessary supporting structures and devices which may be constructed, erected or installed on, in, under, over, above, across and along all or any portion of the Property at any time from time to time in the future.

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Grantor reserves to itself, its successors and assigns the right of access to and ingress and egress over, upon, to, from and across the Property by the Grantor and his designated contractors, agents, and employees, together with all necessary and incidental vehicles, work equipment, machinery and other movable structures for purposes in connection with the rights reserved herein, provided that any such access shall be made with reasonable advance notice to Grantee and at the sole risk and expense of the Grantor's designated contractors, agents, and employees.

Grantor reserves to itself, its successors and assigns the exclusive right to enforce any and all of the rights, reservations and agreements as herein provided, at law or in equity, against any person or entity bound by such rights, reservations and agreements as herein provided to recover any damages suffered by the Grantor for any violation, threat of violation or breach hereof.

Grantor reserves to itself, its successors and assigns the exclusive right to transfer any rights reserved hereby from time to time in whole or in part to one or more persons or entities without the necessity of any consent from the Grantee; provided, however, that the exercise of the rights reserved herein by or at the direction of the Grantor shall not unreasonably interfere with the Grantee's use of the Property, and further provided, however, that any person or entity exercising any of the rights reserved herein pursuant to the authority granted or transferred to them by the Grantor shall: (i) be liable to the Grantee for, and shall defend the Grantee against, claims and judgments against the Grantee and damage to the Property of the Grantee which result by reason of the exercise of the rights reserved herein; and (ii) obtain (or extend) prior to their respective activities on the Property at their sole expense general liability insurance naming the Grantee as an additional insured with respect to and to the extent of the exercise of such rights upon such terms as is then reasonable and customary, unless any such person or entity, in the reasonable opinion of the Grantee, possesses the financial capability to fund the liability expressed herein as a self-insured under then customary standards.

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Property of Cook County Clerk's Office

All rights reserved herein by the Grantor shall continue in perpetuity, whether or not exercised or transferred.

Grantor reserves for itself, its successors and assigns the exclusive right and entitlement to any and all income from whatever source derived in connection with any and all of the rights reserved herein, including, without limitation, any transfer of the rights reserved herein.

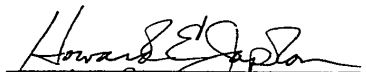
This conveyance is made pursuant to Court Order No. 698 dated May 29, 1984 entered by the United States District Court for the Northern District of Illinois, Eastern Division, in the Matter of the Chicago, Rock Island and Pacific Railroad Company, Debtor, No. 75 B 2697, William M. Gibbons, Trustee, which Court Order approved the terms and conditions of a Purchase Agreement between William M. Gibbons, Trustee, Grantor's predecessor in interest, and the Grantee dated May 24, 1984. The covenants, representations and obligations of Grantor and Grantee contained in said Purchase Agreement, to the extent not fully performed hereby, shall survive delivery of this instrument.


Notwithstanding any other provision of this instrument, the Grantor shall in no event incur liability to the Grantee for failure of or defect in the title or estate of the Grantor in and to the property herein described.

IN WITNESS WHEREOF, this instrument is executed by the Grantor this 8th day of January, 1985.

ATTEST:

A. STEVEN CROWN, Vice President
CHICAGO PACIFIC CORPORATION


Howard E. Johnson
Secretary


A. Steven Crown

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This Deed was prepared by: Charles Harrison, Chgo. Pacific Corp., 200 S. Michigan Ave. Chgo. Ill.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 3rd day of January, A. D., 1985, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared A. STEVEN CROWN in his capacity as Vice President of the CHICAGO PACIFIC CORPORATION, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged he executed same as his voluntary act and deed pursuant to the authorization given to him by said Corporation for the uses and purposes herein set forth.

Mary Nell Jackson
Notary Public

My Commission Expires:

November 1, 1987

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COOK COUNTY, ILLINOIS
FILED FOR RECORD
1985 FEB 11 PM 2:03

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LSBC
November 19, 1984

EXHIBIT A

Blue Island Parcel

Commencing at a point on the East/West centerline of Section 30, Township 37 North, Range 14 East, 3rd P.M., being 968 feet easterly of the west right-of-way line of Grantor's former Suburban line; thence southwesterly 1,000 feet to the POINT OF BEGINNING along a straight line ("Line A") which intersects the intersection of a line 300 feet easterly of and parallel to said west Suburban right-of-way line with a line 420 feet northerly of and parallel to the south line of said Section 30; thence at a right angle northwesterly 100 feet, ("Line B"); thence at a right angle northeasterly 950 feet to said East/West centerline of Section 30; thence easterly to said point on said East/West centerline being 968 feet easterly of said west Suburban right-of-way; thence North $33^{\circ} 15'$ East, more or less, for 841.7 feet; thence southeasterly at a right angle to a line 6.5 feet westerly of and parallel to the centerline of Grantor's former main track #5 (local #47) and also being on a line 6.5 feet easterly of Grantor's yard track #22 centerline as presently laid out and located; thence southwesterly along said line being 6.5 feet easterly of and parallel to the centerline of Grantor's yard track #22 to said East/West centerline of Section 30; thence easterly along the last line intersected to a line 10 feet easterly of and parallel to the centerline of said track #22; thence southwesterly along the last line intersected 1060 feet, more or less, to the easterly prolongation of said Line B; thence westerly along said prolongation of Line B to a line 10 feet easterly of and parallel to the centerline of house track #4; thence southwesterly along the last line intersected 250 feet; thence northwesterly at a right angle to said Line A; thence northeasterly along Line A 250 feet to the POINT OF BEGINNING, all in Section 30, Township 37 North, Range 14 East, 3rd P.M.

Blue Island Easements-Track

Also granting to the Grantee those easements reserved to Grantor in instrument dated October 4, 1984 from Grantor to Heartland Rail Corporation described as being easements solely for railroad clearance purposes in order to comply with Illinois Commerce Commission General Order No. 22 effective November 1, 1920, as amended May 14, 1969, more particularly General Rules 10.1 through 10.5 inclusive, and Steam Railroad Rules 101.1 and 121.1 inclusive ("Order No. 22") and being in particular that easement described as extending easterly of a line 7.0 feet westerly of and parallel to the centerline of yard track #10 at Blue Island and that easement described as extending easterly of a line being 6.5 feet easterly of and parallel to the centerline of yard track #22 at Blue Island. Both easements are conveyed to Grantee only as said easements are contiguous to the parcel of land at Blue Island herein described above; Reserving to the Grantor Blue Island Track #23 and an easement for railroad operating and clearance purposes sufficient to utilize and remove Blue Island Track #23; all in Section 30, Township 37 North, Range 14 East, 3rd P.M.

Blue Island Easements-Roadway

Also granting to the Grantee nonexclusive use, for existing facilities only, of that nonexclusive roadway and utilities easement reserved to William M. Gibbons, Trustee,

Grantor's predecessor, in that condemnation by the Regional Transportation Authority in the United States District Court for the Northern District of Illinois, Eastern Division, (No. 81 C 431) as said easement is described in "II" on page 21 of Exhibit 1 to the Final Judgment Order. Reserving to the Grantor a nonexclusive roadway and utilities easement for Grantor's and its future grantees' access to Grantor's Blue Island yard properties. Said easement being described as having a POINT OF BEGINNING on the East/West centerline of Section 30 and on a line 10 feet easterly of and parallel to the centerline of Track #22; thence southerly along said line easterly of said track centerline 150 feet; thence North 7° 15' West, more or less, on a line 60 feet southerly of and parallel to said East/West centerline; thence westerly and parallel to said East/West centerline 220 feet, more or less, to the westerly line of that Blue Island Parcel hereinabove described; thence northerly along the last line intersected to said East/West centerline; thence easterly along said East/West centerline 260 feet, more or less, to the POINT OF BEGINNING; all in Section 30, Township 37 North, Range 14 East, 3rd P.M.

Gresham Junction (Vincennes Avenue to Halsted Street)

All of Grantor's interest in the Gresham wye lying within 25 feet on each side of the centerline of the southerly wye track between the easterly right-of-way line of the Regional Transportation Authority ("RTA") as condemned from William M. Gibbons, Trustee (No. 81 C 431) in the United States District Court for the Northern District of Illinois in the Final Judgment Order thereof and the westerly line of Halsted Street, being a line 50 feet westerly of and parallel to the east line of Section 5; and

All of Grantor's interest in the Gresham wye lying northerly of a line 25 feet southerly of and parallel to the centerline of the northerly wye track and former South Chicago line westbound main track between said RTA easterly right-of-way and said westerly line of Halsted Street; Reserving to the Grantor across said north wye leg easements for roadway and utility access across Genoa Avenue and 90th Street; both legs of the Gresham wye being in the Southeast Quarter of the Northeast Quarter of Section 5 and the North 100 feet of the Northeast Quarter of the Southeast Quarter of Section 5, Township 37 North, Range 14 East, 3rd P.M.

Halsted Street to I.C. R.R. (Cottage Grove Avenue)

All of Grantor's railroad right-of-way beginning at the westerly line of Halsted Street, being a line 50 feet westerly of and parallel to the east line of Section 5; thence easterly through said Section 5 and through the South Half of the North Half of Section 4; the Southwest Quarter of the Northwest Quarter and Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter and the West Half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter, all of Section 3; and the West Half of the Southwest Quarter of the Southwest Quarter of Section 2 to the west right-of-way line of the Illinois Central Railroad Company; all in Township 37 North, Range 14 East, 3rd P.M.

I.C. R.R. to Pullman Jet.

All of Grantor's interest in the south 500 feet of Section 2 lying westerly of a line 399 feet westerly of and parallel to the east line of said Section 2 (E.P.S. 175+02) excepting Grantor's interests in that parcel described below in which Grantor conveys only an undivided one-half interest:

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Parcel #1: The POINT OF BEGINNING being on a line 329 feet easterly of and parallel to the North/South centerline of Section 2, Township 37 North, Range 14 East of the 3rd P.M. and on a line 220 feet northerly of and parallel to the south line of said Section 2; thence northerly along said line easterly of said North/South centerline 55 feet to a line 7.0 feet northerly of and parallel to the centerline of Grantor's Track #14; thence easterly along the last line intersected 1,795 feet; thence northerly at a right angle 14 feet to a line 7.5 feet northerly of and parallel to the centerline of Grantor's Track #13; thence easterly along the last line intersected 519 feet; thence southerly at a right angle 69 feet to said line 220 feet northerly of said south line of Section 2; thence westerly along the last line intersected 1,907 feet to the POINT OF BEGINNING; all in the south 300 feet of the South Half of the Southeast Quarter of Section 2, Township 37 North, Range 14 East of the 3rd P.M.

Easements Relating to Parcel #1

An undivided one-half interest in that roadway and utilities access easement reserved to Grantor's predecessor on Page 4 of Part 2 in Parcel 10 of an Exhibit A to a Quitclaim Deed from William M. Gibbons, Trustee, to the Norfolk and Western Railway Company dated November 2, 1983.

Granting to the Grantee an easement solely for railroad operating clearance purposes in order to comply with Illinois Commerce Commission Order No. 22 effective November 1, 1920, as amended, extending southerly from the northerly lines of Parcel #1 described above.

RESERVING to the Grantor an easement solely for railroad operating clearance purposes in order to comply with Illinois Commerce Commission Order No. 22 effective November 1, 1920, as amended, extending northerly from the northerly lines of Parcel #1.

Pullman Jct. to Irondale Branch

Parcel #2: The POINT OF BEGINNING being on a line 399 feet westerly of and parallel to the east line of Section 2 and on a line 6.5 feet southerly of and parallel to the centerline of Grantor's Track #13; thence northerly along said line parallel to said section line 14 feet to a line 7.5 feet northerly of and parallel to the centerline of said Track #13; thence easterly and parallel to said Track #13 centerline 6598 feet, (said Track #13 centerline becoming Track #1 centerline at E.P.S. 184+42.5 H.B.) to a line 871 feet easterly of and parallel to the east line of Section 1 (E.P.S. 241+00); thence easterly along the prolongation of the last line to a line lying 18 feet northerly of and parallel to a line which travels on a 6° (radius of 955.37 feet) curve southeasterly from and tangent to said Track #1 centerline from a point on said track centerline lying 871 feet easterly of the east line of Section 1; thence southeasterly along said line being 18 feet northerly of and parallel to said 6° curve line a distance of 530 feet, more or less, to a point of tangent to said 6° curve line; thence southeasterly on a tangent to the last described line a distance of 30 feet, more or less, to a line lying 18 feet northerly of and parallel to the centerline of the West Leg of the Irondale wye track; thence southeasterly on a line lying 18 feet northeasterly of said West Leg of the Irondale wye track which track travels on a $7^{\circ} 10'$ (800 ft. radius) curve a distance of 225 feet, more or less, to the south line of Section 6; thence westerly along the south line of Section 6 to a line 18 feet southwesterly of and parallel to said $7^{\circ} 10'$ curve line; thence northwesterly along a line (being Easement Line A) being 18 feet southwesterly of and parallel to the centerline of said $7^{\circ} 10'$ curve line to a line 36 feet southwesterly of and parallel to said 30 foot long tangent line; thence northwesterly along the last line intersected (being Easement Line B) to a line 18 feet southwesterly of and parallel to said 6° curve line; thence northwesterly along the last line intersected (being Easement Line C) to a

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line 28.5 feet southerly of and parallel to the centerline of said Track #1; thence westerly and parallel with said Track #1 centerline 5770 feet, more or less (being "Easement Line D") to a line 7.0 feet northerly of and parallel to the centerline of Track #14; thence westerly along the last line intersected to said line 6.5 feet southerly of and parallel to said Track #13 centerline; thence westerly along the last line intersected to said line 399 feet westerly of and parallel to said east line of Section 2 to the POINT OF BEGINNING; all in the east 399 feet of the south 400 feet of the Southeast Quarter of Section 2 and the south 400 feet of Section 1, Township 37 North, Range 14 East, 3rd P.M. and in the south 400 feet of the west 1700 feet of the Southwest Quarter of Section 6, North of the Indian Boundary Line, Township 37 North, Range 15 East, 3rd P.M.

Easements Relating to Parcel #2

Granting to the Grantee an easement for railroad clearance purposes in compliance with Order No. 22 extending northerly from said line being 7.5 feet northerly of said Track #13 centerline and extending northerly from said line being 7.5 feet northerly of and parallel to the centerline of Track #1; and

Granting to the Grantee an easement for railroad clearance purposes in compliance with Order No. 22 extending southerly from that line being 6.5 feet southerly of and parallel to the centerline of Track #13; and

Granting to the Grantee an easement for railroad embankment purposes being 20 feet in width extending from the southerly sides of Easement Lines A, B, C and D, and being 20 feet in width extending from the northeasterly sides of those lines being 18 feet northeasterly of and parallel to the 6° curve line and the 7° 10' curve line and the tangent line connecting said lines; and

Granting to the Grantee an easement for railroad maintenance access purposes across the east 399 feet of the south 400 feet of the Southeast Quarter of Section 2 across the most reasonably direct and convenient routes;

All said easements for railroad clearance, railroad embankment and railroad maintenance being in the east 399 feet of the south 400 feet of the Southeast Quarter of Section 2, the south 400 feet of Section 1, Township 37 North, Range 14 East, 3rd P.M. and in the south 400 feet of the west 1700 feet of Section 6, North of the Indian Boundary Line, Township 37 North, Range 15 East, 3rd P.M.

Reserving to the Grantor an easement for railroad clearance purposes to comply with Order No. 22 extending from the southerly side of said lines being 7.5 feet northerly of and parallel to the centerline of Tracks #13 and #1, and an easement for railroad clearance purposes to comply with Order No. 22 extending northerly from a line being 7.0 feet northerly of and parallel to the centerline of Track #14; all in the east 399 feet of the south 400 feet of Section 2, the south 400 feet of Section 1, Township 37 North, Range 14 East, 3rd P.M. and in the south 400 feet of the west 1700 feet of the Southwest Quarter of Section 6, North of the Indian Boundary Line, Township 37 North, Range 15 East, 3rd P.M.

Reserving to the Grantor Track #3 together with all track materials associated therewith and an easement for operation, use and removal thereof; all in the south 400 feet of Section 1, Township 37 North, Range 14 East, 3rd P.M. and in the south 400 feet of the west 1700 feet of Section 6, North of the Indian Boundary Line, Township 37 North, Range 15 East, 3rd P.M.

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The Strand

All of Grantor's railroad right-of-way in Sections 5 and 6 North of the Indian Boundary Line between the west line of S. Chicago Avenue easterly to the southerly prolongation of the east line of The Strand (Avenue "O"), Township 37 North, Range 15 East, 3rd P.M.

Irondale Branch

All of Grantor's interest in a strip or strips of land of varying widths constituting a railroad right-of-way beginning at the intersection of the centerline of Grantor's southwest wye track on the Irondale Branch and the north line of Section 7, North of the Indian Boundary Line, Township 37 North, Range 15 East, 3rd P.M.; thence southerly through said Section 7 and through the West Half of Section 7, South of the Indian Boundary Line and through Section 18, South of the Indian Boundary Line to a line 40 feet southerly of and parallel to the north line of said Section 18, all in Township 37 North, Range 15 East, 3rd P.M.

EXCEPTING AND EXCLUDING

All Grantor's interest in the north 600 feet of the Northwest Quarter of Section 7, North of the Indian Boundary Line lying northeasterly of a line 25 feet northeasterly of and parallel to the centerline of Grantor's southwesterly wye track for the Irondale Branch; all in Township 37 North, Range 15 East, 3rd P.M.

All of Grantor's interest in the north 50 feet of the west 350 feet of Block 53 lying in the Southwest Quarter of the Southwest Quarter of Section 7, South of the Indian Boundary Line in Township 37 North, Range 15 East, 3rd P.M.

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