

# UNOFFICIAL COPY

9 1 0 8 1 2 4 5

This instrument prepared by  
or under the direction of:

17031-003-999-BJ  
JA43\MM1213N1.90P

91081245

*William C. Basney*  
**William C. Basney**  
**Senior Counsel**

Attorney for Grantor  
Business Address:  
500 Water Street  
Jacksonville, Florida 32202

THIS QUITCLAIM DEED, made this 26th day of December, 1990,  
between THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, an Illinois  
corporation, whose mailing address is 500 Water Street, Jacksonville, Florida  
32202, hereinafter called "Grantor," and GEORGE GATTO, an individual, whose  
mailing address is 4620 West Roosevelt Road, Chicago, Illinois 60650,  
hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and  
"Grantee" may be construed in the singular or  
plural as the context may require or admit, and for  
purposes of exceptions, reservations and/or  
covenants, shall include the heirs, legal  
representatives and assigns of individuals or the  
representatives and assigns of corporations.)

and in consideration of the sum of NINETY THOUSAND AND  
NO/100 DOLLARS (\$90,000.00), to it in hand paid by Grantee, the receipt of  
which is hereby acknowledged, does hereby RELEASE, REMISE and forever  
QUITCLAIM unto Grantee, his heirs, legal representatives and assigns, all  
right, title and interest in and to that certain tract or parcel of land  
situate, lying and being at Chicago, County of Cook, State of Illinois,  
hereinafter designated "the Premises," more particularly described in  
Exhibit A, attached hereto and incorporated herein, and containing  
1.9335 acres, more or less.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien,  
interest and claim whatsoever of Grantor therein, either in law or equity, and  
all improvements thereon and appurtenances thereto, unto the proper use,  
benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors  
and assigns, forever.

Grantee acknowledges that Grantee has been the Lessee or Licensee of the  
Premises from Grantor since August 1, 1988, and as such Lessee or Licensee is  
totally familiar with the current and past use(s) of the Premises and the  
physical and environmental condition thereof. Accordingly, Grantee accepts  
the Premises in its "as is" condition, as of this conveyance. Grantee further  
expressly assumes all obligations, liability and responsibility for physical  
and/or environmental condition of the Premises up to and including the date of  
this conveyance, and covenants and agrees to defend, protect, indemnify and  
hold Grantor harmless from any and all loss, damages, suits, penalties, costs,

COOK COUNTY RECORDER  
E \* -91-081245  
1865  
14555  
176/12/22/91 11:14:00  
6Z'29

91081245

16<sup>00</sup> mail

# UNOFFICIAL COPY

9 1 0 8 1 2 4 5

- 2 -

liability, and/or expenses (including, but not limited to reasonable investigative and/or legal expenses) arising out of any claim(s), present, past or future, for loss or damage to any property, including the Premises, injuries to or death of any person(s), contamination of or adverse effects upon the environment (air, ground or water), or any violation of statutes, ordinances, orders, rules, or regulations of any governmental entity or agency, caused by or resulting from presence or existence of any hazardous material, hazardous substances, or hazardous waste in, on or under the Premises. These provisions shall run with title to the Premises conveyed to subsequent grantees and shall be covenants binding upon the heirs or personal representatives and assigns, or successors and assigns, of Grantee. Grantee further acknowledges that the condition of the Premises has been considered as part of the consideration for this conveyance.

Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails, or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guard rails, or the absence thereof.

Grantee shall construct and maintain, at Grantee's sole cost and expense, an adequate and suitable fence along the northerly line of the Premises for so long as a railroad track exists on the adjoining railroad right-of-way. The fence shall be of a type satisfactory to Grantor and reasonably sufficient to keep persons and vehicles from trespassing on Grantor's adjoining right-of-way.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall maintain the existing drainage on the Premises in such a manner as to not impair adjacent railroad right-of-way drainage and to not redirect or increase the quantity or velocity of surface water runoff or any streams into said Grantor's drainage system or upon the right-of-way or other lands and facilities of Grantor. If said Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon said right-of-way or upon other adjacent lands and facilities of Grantor.

91081245

UNOFFICIAL COPY

9 1 0 8 1 2 4 5

Said covenant(s) shall run with title to Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

IN WITNESS WHEREOF, THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered in the presence of:

THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY:

Nancy E. Sabers  
Kathryn R. Casey

By Gerald L. Nichols  
Senior Vice President

Attest: Joyce A. Bolan (SEAL)  
Assistant Secretary

STATE OF FLORIDA )  
                          ) SS.  
COUNTY OF DUVAL )

I, Kathryn R. Casey, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County personally came Gerald L. Nichols, to me known, and known to me to be the person whose name is subscribed to the above instrument, who being by me first duly sworn, did depose, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is Senior Vice President of The Baltimore and Ohio Chicago Terminal Railroad Company, the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it is so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to such authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 26th day of December, 1990.

My commission expires on:

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Aug. 24, 1994  
Bonded thru Patterson - Becht Agency

Kathryn R. Casey (SEAL)  
Notary Public

91081245

# UNOFFICIAL COPY

9 1 0 8 1 2 4 5

## EXHIBIT A

Description of property at: Cook County, Illinois  
To: George Gatto, an individual  
CSXT Deed File No.: 17031-003-999-BJ

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION FIFTEEN, TOWNSHIP THIRTY-NINE NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEING 612.41 FT. EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH TO A POINT, SAID POINT BEING 551.31 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 811.98 FT. EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG A CURVED LINE CONVEX EASTERLY HAVING A RADIUS OF 289.87 TO A POINT, SAID POINT BEING 841.9 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 589.72 FT. EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH  $82^{\circ}-17'-12''$  EAST BEING AN ASSUMED BEARING ON A LINE TO A POINT, (SAID POINT BEING 601.51 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 440.51 FT. WEST OF THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER); A DISTANCE OF 32.15 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH  $82^{\circ}-17'-12''$  EAST ON LAST DESCRIBED LINE A DISTANCE OF 275.0 FT. TO A POINT 601.51 FT. NORTH OF THE SOUTH LINE AND 440.51 FT. WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION FIFTEEN, BEING A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX EASTERLY HAVING A RADIUS OF 359.3 FT. AND A CHORD BEARING OF SOUTH  $41^{\circ}-06'-22''$  EAST WITH A CHORD DISTANCE OF 473.28 FT. AND AN ARC DISTANCE OF 516.66 FT. TO A POINT BEING 247.75 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 131.0 FT. WEST OF THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH  $0^{\circ}-15'-54''$  EAST ALONG A LINE 131.0 FT. WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION FIFTEEN, A DISTANCE OF 212.76 FT. TO THE NORTH LINE OF ROOSEVELT ROAD BEING A LINE 33.0 FT. NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION FIFTEEN; THENCE SOUTH  $89^{\circ}-50'-34''$  EAST ON THE NORTH LINE OF SAID ROOSEVELT ROAD A DISTANCE OF 38.01 FT.; THENCE NORTH  $0^{\circ}-07'-47''$  WEST A DISTANCE OF 134.64 FT.; THENCE NORTH  $2^{\circ}-17'-17''$  WEST A DISTANCE OF 179.86 FT. TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY HAVING A RADIUS OF 398.95 FT. AND A CHORD BEARING OF NORTH  $40^{\circ}-38'-53''$  WEST WITH A CHORD DISTANCE OF 495.18 FT. AND AN ARC DISTANCE OF 534.21 FT.; THENCE NORTH  $79^{\circ}-00'-30''$  WEST A DISTANCE OF 4.29 FT. TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVED LINE CONVEX NORTHERLY HAVING A RADIUS OF 347.59 FT. AND A CHORD BEARING OF NORTH  $83^{\circ}-05'-38''$  WEST WITH A CHORD DISTANCE OF 49.52 FT. AND ARC DISTANCE OF 49.57 FT.; THENCE NORTH  $87^{\circ}-10'-46''$  WEST A DISTANCE OF 19.12 FT. TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS OF 748.77 FT. AND A CHORD BEARING OF NORTH  $83^{\circ}-04'-05''$  WEST WITH A CHORD DISTANCE OF 107.37 FT. AND AN ARC DISTANCE OF 107.46 FT. TO A POINT OF REVERSE CURVE; THENCE WESTERLY ALONG A CURVED LINE CONVEX NORTHERLY HAVING A RADIUS OF 347.59 FT. AND A CHORD BEARING OF SOUTH  $88^{\circ}-50'-52''$  WEST WITH A CHORD DISTANCE OF 146.86 FT. AND AN ARC DISTANCE OF 147.97 FT.; THENCE SOUTH  $57^{\circ}-10'-53''$  EAST A DISTANCE OF 84.44 FT.; THENCE SOUTH  $32^{\circ}-41'-07''$  WEST 66.3 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 64222 SQUARE FEET OR 1.9335 ACRES MORE OR LESS.

91081245

# UNOFFICIAL COPY

9 1 0 8 1 2 4 5

BEING more particularly described on plat of survey dated December 3, 1990, prepared by Dominic L. Marchese, Professional Land Surveyor No. 1615, Marchese and Sons, Inc., Post Office Box 72134, Roselle, Illinois 60172, incorporated herein by reference.

BEING all or part of the same property acquired by The Chicago and Great Western Railroad Company, a predecessor of Grantor, by the following instruments, recorded among the Public Land Records of Cook County, Illinois:

<u>Acquired From</u>	<u>Date of Instrument</u>	<u>Book</u>	<u>Page</u>
Mary Carter, et al.	09-14-1885	1667	621
John Neal	10-22-1885	1771	25

The Chicago and Great Western Railroad Company was purchased by the Chicago and Northern Pacific Railroad Company effective March 11, 1891; effective June 1897, the Chicago and Northern Pacific Railroad Company reorganized as the Chicago Terminal Transfer Railroad Company; effective January of 1910, The Baltimore and Ohio Railroad Company purchased the Chicago Terminal Transfer Railroad Company and renamed it to The Baltimore and Ohio Chicago Terminal Railroad Company.

RETURN TO:

Thomas L. Johnson  
Johnson, Westra, Whittaker & Austin P. C.  
380 S. Schmale Rd., Ste. 102  
Carol Stream, IL 60188



01081245

675 007

SEAL (STATE DEPARTMENT OF TAX)