

# NOT AN OFFICIAL DOCUMENT



DULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

GINA PIMENTEL  
RECORDER

2023-026035

STATE OF INDIANA  
LAKE COUNTY  
RECORDED AS PRESENTED

10:10 AM 2023 Sep 11

4  
SEP 11 2023

PEGGY HOEINGA KATONA  
LAKE COUNTY AUDITOR

## QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 28<sup>th</sup> day of August, 2023, between **EJE WEST COMPANY N/A WISCONSIN CENTRAL LTD.**, a Delaware corporation ("Grantor"), whose mailing address is 17641 South Ashland Avenue, Homewood, Illinois 60430, and **SIMON RISTEVSKI** ("Grantee"), an individual, whose mailing address is 7101 Colorado St., Merrillville, IN 46410, 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 successors and assigns of the parties).

THAT Grantor, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest of Grantor, if any, in and to that certain tract or parcel of land situated, lying and being at Griffith, Lake County, Indiana, hereinafter designated "the Premises" more particularly described in Exhibit A, attached hereto and incorporated herein.

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; SUBJECT to any and all reservations, easements, covenants, restrictions, and limitations of record or not of record or platted, all existing public utilities and roadways, and all existing encroachments, ways, and servitudes, howsoever created.

GRANTEE, its successors and assigns, covenants and agrees that it will not do nor cause to be done any act that will impede the natural flow of drainage water over the Premises herein conveyed so as to cause such drainage of water to accumulate on Grantor's property abutting the track side sale boundaries of the premises in Town of Griffith, Indiana, to the detriment of Grantor's, its successors and assigns, use and enjoyment of Grantor's property. This covenant shall in no way be construed to prohibit Grantee, its successors and assigns, from erecting buildings or other improvements on the Premises herein conveyed so long as drainage, equivalent to that

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presently existing, is maintained whether naturally or by other means. This covenant shall run with the Premises herein conveyed and be binding upon the Grantee, its successors and assigns, forever.

GRANTOR reserves for itself, its successors and assigns, the right for the continued use, maintenance, repair, replacement and reconstruction of all existing conduits, sewers, drains, water mains, fiber optic cables and/or communications systems, gas lines, electric power lines, wires and other utilities and easements on the Premises, whether or not of record, including access thereto. Grantee will not interfere with the rights herein reserved by Grantor or interfere with any facilities used pursuant thereto. Grantor shall repair any damages to lights, drain tiles, fences, structures, facilities, utilities, pavement, curbs, gutters, pipes, pipe lines, improvements, or buildings on the real estate, which may arise from any and all acts or omissions of the Grantor, its heirs, successors and/or assigns, on the burdened real estate, as a result of Grantee's exercise of its rights under this reserved easement.

IN WITNESS WHEREOF, Grantor, pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

**WISCONSIN CENTRAL LTD.**

By: *James V. Fountain*  
Name: James V. Fountain  
Title: Senior Manager Real Estate

STATE OF ILLINOIS     )  
  ) SS:  
COUNTY OF COOK     )

BEFORE ME, the undersigned, a Notary Public, on August 23, 2023, personally appeared James V. Fountain, personally known to me to be the same person whose name is subscribed to the foregoing document as Senior Manager Real Estate of Wisconsin Central Ltd, and being first duly sworn by me upon oath, acknowledged that such person has read and understands the foregoing and that such person has affixed such person's name to and delivered said document as such persons own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

*Sydney M. Cervantes*  
*Sydney M. Cervantes* Notary Public  
Commission Expires: March 23, 2025 County of Residence: COOK



# 928728

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PREMISES

THAT PART OF LOTS 15 THROUGH 22 IN BLOCK 3 OF MANUFACTURERS 2ND ADDITION TO GRIFFITH, AS SHOWN IN PLAT BOOK 2, PAGE 64, LYING EAST OF THE FOLLOWING DESCRIBED LINE; BEGINNING ON THE SOUTH LINE OF SAID BLOCK 3, 86.72 FEET WEST OF THE SOUTHEAST CORNER OF SAID BLOCK; THENCE NORTH 0 DEGREES 29 MINUTES 49 SECONDS EAST 45.52 FEET TO A NON-TANGENT CURVE; THENCE NORTHERLY ALONG A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1449.55 FEET, A CHORD BEARING OF NORTH 14 DEGREES 04 MINUTES 40 SECONDS EAST AND AN ARC LENGTH OF 201.13 FEET, TERMINATING ON THE NORTH LINE OF LOT 15, 38.10 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT IN SECTION 35, TOWNSHIP 36 NORTH, RANGE 9 WEST OF SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA

*Presently included in Parcel No. 45-07-35-503-003, 000-006  
Split Required*

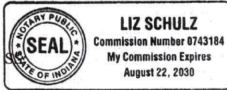
County of Lake County Recorder

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## AGREED AND ACKNOWLEDGED BY GRANTEE

By: *[Signature]*  
Name: Simon Ristevski

STATE OF INDIANA )  
                                  )  
COUNTY OF LAKE )



**BEFORE ME**, the undersigned, a Notary Public, on August <sup>31</sup>, 2023, personally appeared Simon Ristevski, personally known to me to be the same person whose name is subscribed to the foregoing document and being first duly sworn by me upon oath, acknowledged that such person has read and understands the foregoing and that such person has affixed such person's name to and delivered said document as such persons own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my official seal.

*Liz Schulz*  
*[Signature]*, Notary Public

Commission Expires: *Aug 22, 30*

County of Residence: *Lake*

This Instrument Prepared By:  
  
Michael J. Barron  
Fletcher & Sippel  
29 N. Wacker Drive, Suite 800  
Chicago, IL 60606

*Send pay bills to:  
Simon Ristevski  
7101 Colorado St.  
Mer: 46410, IN 46410*

The foregoing preparer states as follows: I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

x *[Signature]*