

# UNOFFICIAL COPY

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7223/0122 45 001 Page 1 of 6  
2000-11-08 11:44:34  
Cook County Recorder 31.00

## QUIT CLAIM DEED (ILLINOIS)

THE GRANTOR, Amoco Oil Company, a Maryland corporation ("Grantor"), with its principal office address at c/o BP Amoco, 28100 Torch Parkway, Warrenville, Illinois 60555, for the consideration of One Dollar and no/100ths (\$1.00) and other good and valuable consideration in hand paid, and pursuant to authority given by the Board Of Directors of said corporation, by these presents does hereby REMISE, RELEASE, CONVEY AND QUIT CLAIM (without any covenant, representation or warranty of any kind), TO:



ANSEMOSS HADDAD ("Grantee") as of November 3, 2000 (the "Transfer Date") the following described real estate (the "Property"), situated in the City of Chicago, County of Cook, State of Illinois, more particularly described as follows, to wit:

See legal description set forth on Exhibit A, attached hereto and incorporated herein.

Address of Real Estate: 1004 South Des Plaines, Chicago, Illinois 60607

Tax Item Number(s): 17-16-322-062-0000

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances; **TO HAVE AND TO HOLD** the Property as above described, with the appurtenances, unto the Grantee, his heirs and assigns forever.

### Use and Operation Restrictions.

This conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restrictions and covenants described on Exhibit B attached hereto (the "Use and Operation Restrictions"). Notwithstanding the foregoing, the Use and Operation Restrictions do not prohibit the installation or use of any compliance wells, or any underground monitoring, recovery or extraction wells or similar devices used for or related to the performance of any remediation or any corrective action work on the Property now or in the future. Grantee, for and on behalf of itself and its successors and assigns, by acceptance of this Deed, hereby agrees to indemnify, defend and hold harmless the Grantor, its parents, affiliates and subsidiaries, and their respective directors, officers, partners, employees, contractors, agents, representatives, successors and assigns, (collectively, the "Grantor Entities"), from and against any and all actions or causes of action at law or in equity, claims, demands, expenses, obligations, losses, damages (including, without limitation, business interruption), costs, payments, liabilities, liens, environmental remediation costs and expenses, fines, penalties, costs, expenses of litigation and reasonable attorneys' fees arising out of or relating to any use of the Property from and after the Transfer Date which is in

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violation of or inconsistent with the Use and Operation Restrictions. The Use and Operation Restrictions shall run with the Property and each portion thereof for the benefit of the Grantor Entities and shall bind Grantee, its successors, assigns and all future owners of the Property, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the Property. Grantor shall, at Grantee's request, release a portion or portions of the Use and Operation Restrictions from the Property, upon Grantor's receipt of a no further action letter issued by the Government, or Grantor's receipt from Grantee of an acknowledgment from any governmental agency, entity, body, instrumentality, department or representative which has jurisdiction over the Property (herein, the "Government"), obtained by Grantee at its sole cost and expense, that test results demonstrate that the Property meets the then-current soil and groundwater standards for property without that portion or portions of the Use and Operation Restrictions and that the Government approves the releasing of that portion or portions of the Use and Operation Restrictions.

### Condition of Property.

Grantee does, by its acceptance of this Deed, represent and warrant that it is familiar with the condition of the Property and that, GRANTOR HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY IS HEREBY CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN ITS "AS-IS, WHERE-IS" CONDITION.


### Entire Understanding

This Deed, the Exhibits annexed hereto and the Purchase and Sale Agreement (and attachments) contain the entire understanding and agreement between the parties hereto relative to the subject matter hereof. No representations or statements, other than those expressly set forth herein, were relied upon by the parties in entering into this Deed. No modification of, waiver of, addition to, or deletion from the terms of this Deed shall be effective unless reduced to writing and signed by Grantor and Grantee or their respective successors and assigns, each of whom expressly waives, releases and forever forswears any right under the law in the State in which the Property is located which permits a contract, by its terms amendable only in writing, to be orally amended. This Deed shall be binding upon and inure to the benefit of the Grantor Entities, and Grantee and its successors, assigns, heirs, devisees and legal representatives, as the case may be, and any other person or entity expressly noted herein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

City of Chicago  
Dept. of Revenue  
239039  
11/06/2000 11:15 Batch 05326 13

Real Estate  
Transfer Stamp  
\$5,625.00




COBK  
CO. NO. 018  
1 3 1 3 0 9

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX

NOV-7'00  
DEPT. OF REVENUE

750.00

P.B. 10776




3 3 8 5 1 0

Cook County  
REAL ESTATE TRANSACTION TAX

REVENUE  
STAMP NOV-7'00  
P.D. 11427

375.00



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IN WITNESS WHEREOF, said Grantor has caused this Quit Claim Deed to be executed by an authorized representative of Grantor this 27<sup>th</sup> day of October, 2000.

AMOCO OIL COMPANY,  
a Maryland corporation,

By: Marcelo Ariola

Name: MARCELO ARIOLA

Title: Real Estate Mgr

ATTEST:

By: M. A. Abney

Name: M. A. Abney

Title: Asst. Secretary

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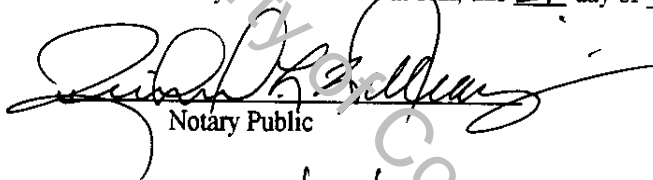
## ACKNOWLEDGMENT

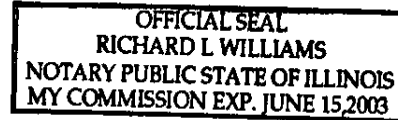
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF ~~COOK~~ )  
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I, the undersigned, a Notary Public for said County and State, DO HEREBY CERTIFY, that MARCELO ARIOVA and M. AZULIN ARROYO, personally known to me to be the REAL ESTATE MANAGER and ACCT. SECRETARY respectively, of Amoco Oil Company, a Maryland corporation, and personally known to me to be the same people whose names are subscribed to the foregoing instrument, both appeared before me this day in person and severally acknowledged that in said capacity they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27<sup>TH</sup> day of OCTOBER 2000.

  
Notary Public



My commission expires: 6/15/03

This instrument was prepared by: David J. Siegel, Sidley & Austin, Bank One Plaza, 10 South Dearborn Street, Chicago, Illinois 60603.

When recorded, return to: F. Ronald Buoscio, Buoscio & Buoscio, 7130 Torrence Avenue, Lansing, Illinois 60438.

Mail Tax Bills to: Alliance Community Bank  
8001 W. 183<sup>rd</sup> St., Tinley Park, IL 60477

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EXHIBIT A

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(Legal Description)

A PARCEL OF LAND COMPRISING PARTS OF LOTS 7, 8, 9 AND 10 IN ELIJAH K HUBBARD'S SUBDIVISION OF BLOCK 14 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST DEKOVEN STREET (AS WIDENED) WITH THE WEST LINE OF SOUTH DESPLAINES ST (AS WIDENED TO 80.00 FEET) THE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SOUTH DESPLAINES STREET (AS WIDENED) A DISTANCE OF 195.95 FEET TO THE SOUTH LINE OF WEST TAYLOR STREET (AS WIDENED TO 80.00 FEET), THENCE NORTH 89 DEGREES 42 MINUTES 45 SECONDS WEST ALONG THE SOUTH LINE OF WEST TAYLOR STREET (AS WIDENED) A DISTANCE OF 70.00 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST IN A LINE PARALLEL WITH THE WEST LINE OF SOUTH DESPLAINES STREET (AS WIDENED) A DISTANCE OF 195.97 FEET TO THE NORTH LINE OF WEST DEKOVEN ST (AS WIDENED) THENCE SOUTH 89 DEGREES 43 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF WEST DEKOVEN STREET (AS WIDENED) A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

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## EXHIBIT B

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### (Use and Operating Restrictions)

1. The Grantee herein covenants and agrees, for itself, and its grantees, successors, and assigns that no water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, will be installed on any part of the real estate conveyed herein.

This restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Grantor as an owner or lessee of lands in Cook County, Illinois, or as the operator of retail operations in Cook County, Illinois. This restrictive covenant will remain in full force and effect for a term of twenty-five (25) years from the date of this conveyance whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

2. The Grantee herein covenants and agrees, for itself, and its grantees, successors, and assigns, that the real estate conveyed herein will be used solely and exclusively for commercial (which may include retail) and/or industrial purposes. If the applicable state environmental laws and regulations define commercial and/or industrial use, any use which is deemed not to be a commercial or industrial use by such laws and regulations will also not be a commercial or industrial use as the terms are used herein.

The Grantee herein hereby further covenants and agrees, for itself, and its grantees, successors, and assigns, that no basements or other underground improvements, with the exception of building footings, will be constructed on the real estate herein conveyed. No part of the real estate herein conveyed will be used for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church, a park or a hospital.

This restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Grantor as an owner or lessee of lands in Cook County, Illinois, or as the operator of retail operations in Cook County, Illinois. This restrictive covenant will remain in full force and effect for a term of twenty-five (25) years from the date of this conveyance whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

3. The Grantee herein covenants and agrees, for itself, and its grantees, successors, and assigns that no soils will be removed from the Property herein conveyed, unless the soil is moved to a disposal facility approved in advance by Grantor. Grantee is solely responsible for any and all soil excavation, hauling, and disposal costs; provided, however, any incremental cost of disposal of petroleum-impacted soil versus non-impacted soil, as defined by the disposal facility, will be paid by Grantor, if (i) the request is made with five (5) years of the date of the Deed, (ii) the soil removal is completed within seven (7) years of the date of the Deed, (iii) Grantor's Manager of Real Estate Administration is notified at least thirty (30) days prior to removal of any such soil, and (iv) Grantor, in its reasonable discretion, approves the soil disposal activities. Management of soils will be governed by a written plan (Soil Management Plan) that will be developed at the time of Grantee's request for payment by Grantor of the incremental cost of disposal of petroleum-impacted soil versus non-impacted soil.

This restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Grantor as an owner or lessee of lands in Cook County, Illinois, or as the operator of retail operations in Cook County, Illinois. This restrictive covenant will remain in full force and effect for a term of twenty (20) years from the date of this conveyance whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.