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**MEMORANDUM OF AGREEMENT REGARDING REMEDIATION  
AND OTHER MATTERS**

This Memorandum of Agreement Regarding Remediation and Related Matters ("Memorandum") is entered into this 13 day of 2000 by and between Arthur, Inc. ("Arthur"), an Illinois corporation, Clarence, Inc. ("Clarence"), an Illinois corporation, A & C Development, Inc. ("A&C"), an Illinois corporation, Jenalica P, Inc. ("Jenalica"), an Illinois Corporation and Dave & Biz, Corp. ("Biz"), an Illinois Corporation (Biz and Jenalica are hereinafter jointly referred to as "Buyer").

**RECITALS**

A. Arthur and Clarence are the owners of the beneficial interest (the "Beneficial Interest") in Midwest Bank Trust # 93-6579 (the "Land Trust").

B. The Land Trust is the owner of the real estate commonly known as 3305 South Lawndale Street, Chicago, Illinois (the "Property"). A legal description of the Property is attached herein as Exhibit A.

C. Arthur, Clarence, A & C and Buyer have entered into a certain Conveyance Agreement and Agreement to Pay Fines, Perform Remediation Obligations and Provide Indemnification dated November 13, 2000 (the "Agreement"). Pursuant to the Agreement: (1) Arthur and Clarence are to convey the Beneficial Interest to Buyer; and (2) Buyer is to pay certain fines and other amounts, perform certain remediation obligations with respect to the Property and indemnify Arthur, Clarence, A & C and others in connection with all such matters. The obligations of Buyer under the Agreement are hereinafter collectively referred to as the "Obligations". Breach of the Obligations may result in the required reconveyance of the Property or Beneficial Interest to Arthur, Clarence and/or A & C.

D. The Obligations include, without limitation, each of the obligations and responsibilities imposed on Arthur, Clarence and/or A & C pursuant to that certain Settlement Agreement (the "Settlement Agreement") dated October 27, 1999 by and between the City of Chicago, Arthur, Clarence and A & C. The Settlement Agreement related to a court proceeding titled City of Chicago v. Arthur, Inc. et al., 93 CH 5150 (Circuit Court of Cook County, Illinois) (the "Proceeding").

E. Arthur, Clarence, A & C and Buyer desire and intend that the Obligations run with the land.

THEREFORE, ALL ARE HEREBY ADVISED that: (a) all Obligations are intended to and shall run with the land; and (b) each and every owner of the Property or any interest therein, now or at any time in the future, shall be bound by the Obligations and shall take its ownership interest in the Property, or in the beneficial interest of a land trust owning the Property, subject to all Obligations, until all obligations have been satisfied. Upon the satisfaction of all obligations in the settlement agreement, the terms and conditions of this memorandum shall be deemed to have been met, and thereafter this memorandum and

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all of the obligations required hereunder or restrictions it imposes shall be released in writing.

Additional information regarding the Obligations may be obtained through court records relating to the Proceeding and by contacting any of the following:

Arthur:

Frank Savaiano, Esq.  
810 Arlington Heights Road  
Itasca, Illinois 60143

Clarence:

John T. Carr  
Carr & O'Rourke Assoc.  
100 West Monroe Street  
Chicago, Illinois 60603

A & C:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer:

Frank Savaiano, Esq.  
810 Arlington Heights Road  
Itasca, Illinois 60143

IN WITNESS WHEREOF, Arthur, Clarence, A & C and Buyer have signed this Memorandum as of the date first written above.

Arthur, Inc.

By: [Signature]  
Title: PRESIDENT

Clarence, Inc.

By: [Signature]  
Title: PRESIDENT

A & C Development, Inc.

By: [Signature]  
Title: \_\_\_\_\_

Dave & Biz, Corp.

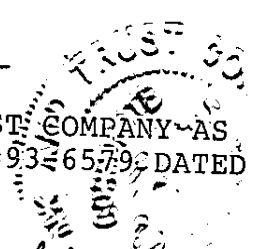
By: [Signature]  
Title: President

Jenatica P, Inc.

By: [Signature]  
Title: President

SEE EXCULPATORY RIDER  
ATTACHED TO AND  
MADE PART HEREOF

2 TITLE JANE B. ZAKRZEWSKI  
LAND TRUST OFFICER



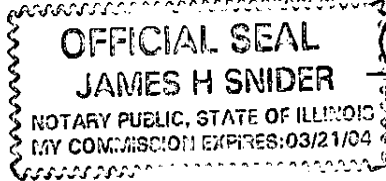


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delivered the foregoing instrument as his free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth.

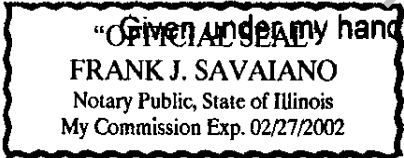
Given under my hand and notarial seal this 13 day of November, 2000.



*[Handwritten Signature]*  
 \_\_\_\_\_  
 Notary Public

State of Illinois )  
 ) ss  
 County of Cook )

I, the undersigned, a notary public in and for the county and state aforesaid, do hereby certify that David Peluso, President of Dave & Biz, Corp., personally appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and the free and voluntary act of said corporation, for the uses and purposes therein set forth.



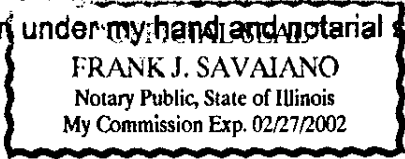
Given under my hand and notarial seal this 20<sup>th</sup> day of November, 2000.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Notary Public

State of Illinois )  
 ) ss  
 County of Cook )

I, the undersigned, a notary public in and for the county and state aforesaid, do hereby certify that George Peter Spear, President of Jenalica P, Inc., personally appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20<sup>th</sup> day of November, 2000.



*[Handwritten Signature]*  
 \_\_\_\_\_  
 Notary Public

This instrument was prepared by and after recording return to:

John F. Pollick  
 Hill, Gilstrap & Balson  
 303 West Madison Street, Suite 1050  
 Chicago, Illinois 60606

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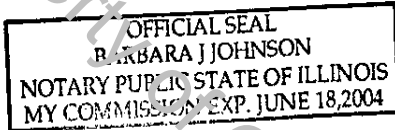
State of Illinois        )  
                                  ) ss  
County of DuPage        )

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I, the undersigned, a notary public in and for the county and state aforesaid, do hereby certify that Clarence Lindahl, Jr., President of Clarence, Inc., as Partner of A & C Development, personally appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and the free and voluntary act of said partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15<sup>th</sup> day of November, 2000.

*Barbara J. Johnson*  
Notary Public



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**LEGAL DESCRIPTION AND P.I.N.**

**3305 Lawndale Street  
Chicago, Illinois**

**See attached**

Property of Cook County Clerk's Office

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**PARCEL 1:**

THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 SOUTH OF THE SOUTH LINE OF THE RIGHT OF WAY OF CHICAGO MADISON AND NORTHERN RAILROAD AND NORTH OF THE NORTH ORDINANCE LINE OF SANITARY DISTRICT OF CHICAGO AND EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO GRAND TRUNK RAILROAD IN SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 16-35-119-001-0000

**PCL 2:**

THE SOUTH 100 FEET OF THE NORTH 200 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 16-35-119-003-000

**PARCEL 3:**

BEGINNING AT A POINT 150 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 AND 39.3 FEET EAST OF THE EAST LINE OF LAWNDALE AVENUE; THENCE WEST PARALLEL WITH SAID NORTH QUARTER/QUARTER SECTION LINE 39.3 FEET TO THE EAST LINE OF LAWNDALE; THENCE NORTH ALONG SAID EAST LINE OF LAWNDALE AVENUE A DISTANCE OF 50.0 FEET; THENCE EAST PARALLEL WITH AND 100.0 FEET SOUTH OF SAID NORTH QUARTER/QUARTER SECTION LINE A DISTANCE OF 64.14 FEET TO A POINT 20.0 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH PARALLEL WITH SAID EAST LINE OF THE NORTHWEST 1/4 A DISTANCE OF 523.7 FEET; THENCE IN A GENERAL NORTHWESTERLY DIRECTION ON A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 573.7 FEET A DISTANCE OF 902.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PIN# 15-35-120-004-0000

**PARCEL 4:**

ALL OF LOTS 1, 2, 41 AND 42 IN BLOCK 5; AND ALL OF LOTS 1, 2, AND 39 IN BLOCK 6 ALL IN GEORGE W. CASS SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THE NORTH 100 FEET OF THE SOUTH 1/2 THEREOF) IN COOK COUNTY, ILLINOIS.

PIN# 16-35-122-027-0000

**PARCEL 5:**

ALL OF SOUTH RIDGENAY AVENUE LYING WEST OF AND ADJOINING LOTS 41 AND 42 IN BLOCK 5 AFORESAID AND LYING EAST OF AND ADJOINING LOTS 1 AND 2 IN BLOCK 6 OF AFORESAID PARCEL 4;

PIN# 16-35-122-028-0000

**PARCEL 6:**

ALL OF NORTH - SOUTH 16 FOOT WIDE ALLEY LYING BETWEEN LOTS 1 AND 2 AND LOTS 41 AND 42 IN BLOCK 5 OF PARCEL 4 AFORESAID;

PIN# 16-35-204-001-0000

**PARCEL 7:**

ALL OF NORTH - SOUTH 16 FOOT WIDE ALLEY LYING BETWEEN LOTS 1 AND 2 AND LOT 39 AND LYING NORTH OF THE SOUTH LINE OF SAID LOT 2 EXTENDED WEST IN BLOCK 6 OF PARCEL 4 AFORESAID; IN COOK COUNTY, ILLINOIS.

PIN# 16-35-204-002

**PARCEL 8:**

BEGINNING AT THE POINT WHERE THE SOUTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY (FORMERLY CHICAGO, MADISON AND NORTHERN RAILROAD) INTERSECTS THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 50.0 FEET; THENCE WEST ON A LINE PARALLEL WITH AND 50.0 FEET SOUTHERLY OF SAID SOUTH RIGHT OF WAY LINE OF THE I.C. RAILROAD A DISTANCE OF 200.0 FEET; THENCE NORTH 50 FEET TO SAID SOUTH RIGHT OF WAY LINE; THENCE EAST ALONG SAID SOUTH RIGHT OF WAY LINE 200.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PIN# 16-35-501-001-0000

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Mail to:

JOHN T. CARR  
100 W. MONROE ST.  
STE 800  
CHICAGO, IL 60603



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**THIS RIDER IS ATTACHED TO AND MADE A PART OF A CERTAIN  
MEMORANDUM OF AGREEMENT REGARDING REMEDIATION  
AND OTHER MATTERS  
DATED NOVEMBER 20, 2000, AND EXECUTED BY  
MIDWEST BANK AND TRUST COMPANY  
UNDER TRUST AGREEMENT NUMBER 93-6579**

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertaking and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of MIDWEST BANK AND TRUST COMPANY, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said MIDWEST BANK AND TRUST COMPANY, not in its own rights, but as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against MIDWEST BANK AND TRUST COMPANY, on account of any warranties, indemnities, representations, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

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