

# UNOFFICIAL COPY

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6417/0094 20 001 Page 1 of 8  
2001-07-23 12:32:29  
Cook County Recorder 35.00

## QUIT CLAIM DEED IN TRUST (ILLINOIS)



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7930428, D2, CB 1065

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:

PARKWAY BANK AND TRUST, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 27, 2001, AND KNOWN AS TRUST NO.12927 ("Grantee"), as of July 20, 2001 (the "Transfer Date") the following described real estate (the "Property"), situated in the City of South Holland, County of Cook, State of Illinois, more particularly described as follows, to wit:

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

Address of Real Estate: 958 E. 162<sup>nd</sup> Street, South Holland, Illinois  
Tax Identification Number(s): 29-14-312-020-0000

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 ("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, and costs and 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

BOX 333-CTI

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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; provided, in either case, that the Government approves in writing 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, 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.

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IN WITNESS WHEREOF, said Grantor has caused this Quit Claim Deed to be executed by an authorized representative of Grantor and attested to by its Assistant Secretary this 18<sup>th</sup> day of July, 2001.

AMOCO OIL COMPANY,  
a Maryland corporation

By: Marcelo Ariola

Name: Marcelo Ariola


Title: Treas Estate Manager


ATTEST:

By: M. Azalia Abney

Name: M. Azalia Abney

Title: Assistant Secretary

STATE OF ILLINOIS	
STATE TAX	JUL.20.01
	
REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE	
# 0000011891	REAL ESTATE TRANSFER TAX
	00225.00
	FP 102808

COOK COUNTY REAL ESTATE TRANSACTION TAX	
COUNTY TAX	JUL.20.01
	
REVENUE STAMP	
# 0000011896	REAL ESTATE TRANSFER TAX
	00112.50
	FP 102802

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## ACKNOWLEDGMENT

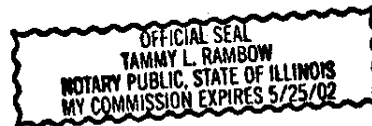
STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public for said County and State, DO HEREBY CERTIFY, that Marcelo Ariola and M. Azalia Abney, personally known to me to be the Real Estate Manager and Asst. Secretary, respectively, of Amoco Oil Company, a Maryland corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that in said capacities 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 16<sup>TH</sup> day of July, 2001.

Tammy L. Rambow  
Notary Public

My commission expires: May 25, 2002



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

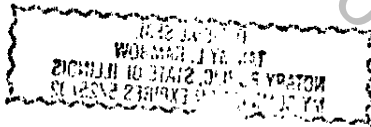
When recorded, return to: Greg Ellis, Ellis & Associates, 999 Plaza Drive, Suite 777, Schaumburg, Illinois 60173

Mail Tax Bills to: Rick Heidner, 20 Forest Lane, South Barrington, Illinois 60010

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Property of Cook County Clerk's Office



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## EXHIBIT A

TO

## QUIT CLAIM DEED

THE SOUTH 110 FEET OF THE OUTLOT B IN FIRST ADDITION TO PACESETTER PARK, HARRY M. QUINN MEMORIAL SUBDIVISION BEING A SUBDIVISION OF BLOCK 8 IN PACESETTER PARK, A SUBDIVISION OF THAT PART OF LOT 3 IN TYS GOUWENS SUBDIVISION AND PAR OF LOT 14 IN SUBDIVISION OF LOT 4 IN TYS GOUWENS SUBDIVISION, ALL IN THE SOUTHWEST FRACTIONAL  $\frac{1}{4}$  OF SECTION 14 AND PART OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A SUBDIVISION OF PART OF LOT 2 IN TYS GOUWENS SUBDIVISION IN THE SOUTHWEST FRACTIONAL  $\frac{1}{4}$  OF SECTION 14 AND PART OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1957, AS DOCUMENT 17008161, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B

### TO

### QUIT CLAIM DEED

#### (Use and Operating Restrictions)

1. The Grantee herein covenants and agrees, for itself, and its grantees, successors, and assigns, that no part of the real estate herein conveyed shall be used by said Grantee's executors, grantees, and assigns, for the purpose of conducting or carrying on the business of selling, handling, or dealing in gasoline, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, or any fuel used for internal combustion engines, or lubricants in any form.

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.

2. 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.

3. 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.

4. The Grantee herein acknowledges, agrees and covenants, for itself, its grantees, successors and assigns (and all persons and entities claiming by, through or under such parties) (collectively, the "Grantee Parties"), that, to the maximum extent permitted under applicable law, the Grantee Parties shall be solely responsible for any and all requirements that the Property comply with residential standards ("Residential Standards") under all present and future applicable environmental laws, statutes, rules, regulations and ordinances of the



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Government (collectively, "Environmental Laws"), and for all duties, obligations and liabilities connected and/or associated therewith (including, without limitation, the performance of any work or remediation necessary to cause the Property to comply with any such Residential Standards ("Residential Environmental Measures")), and that neither Grantor nor any of its parents, subsidiaries or affiliates (or any of their respective officers, directors, shareholders, employees, agents, successors or assigns) (collectively, "Grantor Parties") shall have any duty, obligation, responsibility or liability with respect to the Property's compliance with Residential Standards, or any work, remediation, cost or expense connected or associated therewith. Grantee, and each of the Grantee Parties, to the maximum extent permitted under applicable law, hereby unconditionally and irrevocably release Grantor and the other Grantor Parties from the performance of, and waive any and all claims and demands against Grantor and the other Grantor Parties, arising from or related to, any Residential Environmental Measures, and all costs and expenses associated therewith, and the compliance of the Property with Residential Standards (and all costs and expenses associated therewith). Grantee and the other Grantee Parties shall indemnify, defend and hold harmless Grantor and the other Grantor Parties from and against any and all loss, liability, damages, proceedings, actions, costs and expenses (including without limitation reasonable attorneys' fees) resulting from or arising out of any requirement that the Property comply with Residential Standards and the performance (and cost) of any Residential Environmental Measures. Nothing contained in this Paragraph 4 shall in any way limit any of the terms, provisions, covenants and restrictions set forth in Paragraph 3 above.

The foregoing terms of this Paragraph 4 shall bind and restrict the Property as covenants and restrictions running with the land and are 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.

5. 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 versus non-impacted soil, as defined by the disposal facility, will be paid by Grantor, up to a maximum amount of \$5,000.00 in the aggregate, if (i) the request is made within five (5) years from 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.

6. The Grantee herein covenants and agrees, for itself and its grantees, successors and assigns that in the event that, in connection with the performance by Grantor of any of its rights or obligations to Grantee pursuant to any contract or agreement between Grantor and Grantee (which rights and/or obligations may include, without limitation, the removal of any underground storage tanks, lines and equipment at the Property by Grantor, and/or the performance of environmental testing, monitoring and remediation at the Property, all to the extent set forth in any such contract(s) or agreement(s) between Grantor and Grantee), the Government determines that a release has occurred, or otherwise requires that Grantor perform any remediation or other work with respect to the Property, then Grantee, and its grantees, successors and assigns shall fully cooperate with Grantor in the performance of such remediation and/or other work, and execute such documents and instruments (all in form and substance acceptable to Grantor) as Grantor may request in connection therewith and/or in furtherance of obtaining a No Further Remediation letter with respect to the Property (which documents and instruments may include, without limitation, an IEPA LUST form and IEPA LUST notification form). Nothing contained in this Paragraph 6 shall in any way limit any of the terms, provisions, covenants and restrictions set forth in Paragraphs 3 and 4 above.

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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.

7. The Grantee herein covenants and agrees, for itself and its grantees, successors and assigns, that the Property shall at all times be covered with an engineered barrier consisting of a building or a concrete or asphalt surface, or such other impermeable surface which is approved by applicable state or federal regulations, and which is sufficient to inhibit the inhalation or ingestion of contaminated media and to impede contaminant migration to any groundwater at or adjacent to the Property. Said concrete or asphalt surface on the Property shall be maintained and kept in good repair by Grantee and its grantees, successors and assigns (at their sole cost and expense) in compliance with all laws, rules, restrictions, ordinances and court orders.

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.

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