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4987/233 4/001 Page 1 of 7

2001-08-15 11:46:20

Cook County Recorder

59.00



\_\_\_\_\_  
Above Space for Recorder's Use Only

I Marilyn Dussan do hereby certify that the attached is a true and correct copy of a SPECIAL WARRANTY DEED. GRANTOR IS AMOCO OIL COMPANY AND GRANTEE IS G DOG'S ENTERPRISES, INC.

Given under my hand and official seal, this 14<sup>TH</sup> day of August, 2001.

My commission expires \_\_\_\_\_

Reginald Cunningham  
Notary Public

.....  
"OFFICIAL SEAL"  
REGINALD CUNNINGHAM  
Notary Public, State of Illinois  
My Commission Expires 8/28/01  
.....

**BOX 333-CTI**

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## SPECIAL WARRANTY DEED Statutory (ILLINOIS)

THE GRANTOR

*M. Drummer 01*  
**AMOCO OIL COMPANY**  
200 East Randolph, Chicago, IL 60601  
a corporation created and existing  
under and by virtue of the laws of the  
State of Maryland, for the consideration  
of **ONE AND NO/100 DOLLARS**  
**(\$1.00)** in hand paid, and pursuant to  
authority given by the Board Of  
Directors of said corporation, by these  
presents does REMISE, RELEASE,  
ALIEN AND CONVEY, FOREVER,  
TO: **G DOG'S ENTERPRISES,**  
**INC., an Illinois Corporation**

Grantee, the following described real  
estate, situated in the County of Cook in the State of Illinois, more particularly described as follows, to wit:

~~That part of the Southwest 1/4 of Section 13, Township 37 North, Range 11, East of the Third  
Principal Meridian described as follows:~~

~~Beginning at the intersection of the West line of said Southwest 1/4 and the South line of a one (1)  
Acre tract of Lot 3 in Canal Trustee's Subdivision in the said Southwest 1/4, said South line being  
660.0 feet North of and parallel with the South line of said Southwest 1/4; thence North along said  
West line of Southwest 1/4 to the Southwestern line of Route 83 as dedicated by Document No.  
12010923 and recorded on June 11, 1937; thence Southeasterly along said Southwestern line to  
the aforesaid South line of the one (1) Acre tract; thence West along said South line of the one (1)  
Acre tract to the point of beginning, in Cook County, Illinois.  
(Excepting the West 33 feet thereof and also excepting Parcels 28 and 30 taken for the widening  
of Route 83). SEE EXHIBIT A FOR LEGAL~~

Permanent Real Estate Index Number(s): 22-13-302-009-0000.

Address of Real Estate: Route 83 & Route 171, Lemont, Illinois

**THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT  
ARE COPIES AND ARE NOT ORIGINAL SIGNATURES.**

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anyway  
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  
above described premises, with the hereditaments and appurtenances; **TO HAVE AND TO HOLD** the said  
premises as above described, with the appurtenances, unto the Grantee, his heirs and assigns forever.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its  
heirs, executors, and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby  
granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises,  
against all persons lawfully claiming, or to claim the same, by, through or under it, it **WILL WARRANT AND  
DEFEND,**

### Subject To:

- (1) Easements, sidetrack and license agreements, if any, whether of record or not;
- (2) Covenants and conditions of record, if any;
- (3) Taxes and special assessments against the Property, if any;
- (4) Zoning laws and municipal regulations, if any; environmental laws and regulations, if any; building line  
restrictions, use restrictions and building restrictions of record, if any, and any party wall agreements of  
record;
- (5) Encroachments, overlaps and other matters which would be disclosed by an accurate current survey;
- (6) The Release and Right-of-Entry between Grantor and Grantee herein of even date herewith.

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**COOK COUNTY**  
REAL ESTATE TRANSACTION TAX

COUNTY TAX

AUG. 14. 01

REVENUE STAMP

# 000000132228

REAL ESTATE TRANSFER TAX
00137.50
FP 102802

10750940

STATE OF ILLINOIS

STATE TAX

AUG. 14. 01

REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE

# 00000013206

REAL ESTATE TRANSFER TAX
00275.00
FP 102808

County Clerk's Office

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(7) The following covenants and agreements of the Grantee:

The Grantee hereby 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 Special Warranty Deed whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

The Grantee hereby 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 herein conveyed.

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 Special Warranty Deed whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

The Grantee herein covenants and agrees, for itself, and its grantees, successors, and assigns, that the real estate herein conveyed will be used solely and exclusively for commercial 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, buried utilities, and anchors for signage, 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 Special Warranty Deed whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

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 (1) the request is made within five (5) years of the date of the Deed, (ii) the soil removal is to occur 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.

**In Witness Whereof**, the said Grantor has caused this instrument to be signed by its Manager, Real Estate Administration and its corporate seal to be hereto affixed and attested by its Assistant Secretary, all this 5<sup>th</sup> day of December, 2000.

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AMOCO OIL COMPANY, a Maryland corporation

By: Marcelo Ariola  
Its: Real Estate Mgr.

ATTEST: M. A. Abney  
M. A. Abney  
Assistant Secretary

## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
                                  ) Dulage ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public for said County and State, DO HEREBY CERTIFY, that Marcelo Ariola and M. A. Abney, personally known to me to be the Real Estate Mgr. and Assistant 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 and caused the corporate seal of said corporation to be affixed thereto, 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 5<sup>th</sup> day of December, 2000.

Constance Marie Lang  
Notary Public

This instrument was prepared by:

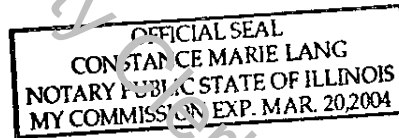
Marc S. Porter, Figliulo & Silverman, P.C.  
10 South LaSalle Street, Suite 3600  
Chicago, Illinois 60603

When recorded, return to:

Kimberly A. Houser  
Law Offices of Kimberly A. Houser  
P.O. Box 587  
Byron, Illinois 61010

Mail Tax Bills to:

G DOG'S ENTERPRISES, INC.



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Exhibit A

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 AND THE SOUTH LINE OF A ONE (1) ACRE TRACT OF LOT 3 IN CANAL TRUSTEES'S SUBDIVISION IN THE SAID SOUTHWEST 1/4, SAID SOUTH LINE BEING 660.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH ALONG SAID WEST LINE OF SOUTHWEST 1/4 TO THE SOUTHWESTERLY LINE OF ROUTE 83 AS DEDICATED BY DOCUMENT NO. 12010923 AND RECORDED ON JUNE 11, 1937; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE TO THE AFORESAID SOUTH LINE OF THE ONE (1) ACRE TRACT; THENCE WEST ALONG SAID SOUTH LINE OF THE (1) ACRE TRACT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. (EXCEPTING THE WEST 33 FEET THEREOF AND ALSO EXCEPTING THEREFROM THAT PART PORTION FALLING WITHIN ROUTE 83), IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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