

WHEN RECORDED MAIL TO:

Wolfe and Polovin
Attorneys at Law
180 N. LaSalle Street
Suite 2420
Chicago, Illinois 60601



[Handwritten signature]
[Handwritten initials]

**ACKNOWLEDGEMENT OF ENVIRONMENTAL CONDITIONS
AND
INDEMNITY AGREEMENT**

THIS ACKNOWLEDGMENT AND INDEMNITY AGREEMENT, dated May ²⁴ 2000, is made by Ruben Lepiscopo ("Indemnitor") in favor of Wholesale Oil Company, an Illinois corporation ("Indemnitee").

WHEREAS, Indemnitor, as Buyer, and Indemnitee, as Seller, have entered into a real estate contract dated November 3rd, 1999 (the "Contract"), for the sale and purchase of the commercial real estate and improvements located at 2150 N. Western Avenue, Chicago, Illinois (the "Property"); and

WHEREAS, to induce Indemnitee to sell the Property, Indemnitor has agreed, among other things, to indemnify Indemnitee from any claims asserted against Indemnitee arising from or related to the existence of environmental hazards, potential or actual, on the Property; and

WHEREAS, Buyer acknowledges that he has been fully informed of the environmental condition of the Property, including the previous existence of Underground Storage Tanks (USTs) on the Property and the removal of the USTs; and

WHEREAS, Indemnitor has agreed to purchase the property in "AS IS" condition; and

WHEREAS, Indemnitor has agreed to be fully responsible, to the extent of any liability of Indemnitee, for the cost of any environmental remediation required, on the Property and all reporting requirements of any governmental agency federal, state or local; and

WHEREAS, notwithstanding the environmental condition of the Property, which is unknown to Indemnitee, Indemnitor has agreed and does by these presents agree to indemnify, defend and hold Indemnitee harmless from any claim relating to the environmental condition of the Property, past, present or future.

In relation to the environmental condition of the Property, the Buyer is aware of and has knowledge of the following conditions as of the date hereof:

- A. There were USTs located on the Property which have heretofore been removed.
- B. Upon the removal of the USTs, Indemnitee did not apply for an Incident No. from the Office of the State Fire Marshal.
- C. Indemnitee has not commenced any environmental assessment or remediation on the Property.

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- D. Indemnitee has not commenced any reporting to the Illinois Environmental Protection Agency (IEPA).
- E. Indemnitor is purchasing the Property in "AS IS" condition.
- F. Indemnitor shall be solely responsible for paying any and all expenses relating to the environmental remediation of the Property, including IEPA reporting, remediation expenses and costs, testing and analysis, investigations, and the like.
- G. Indemnitee will not be responsible for any remediation expense for the Property.

NOW THEREFORE, based on the above conditions, promises and covenants and for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Indemnitor acknowledges the existence of the afore stated conditions of the Property.

2. At its sole cost and expense, to the extent required herein, Indemnitor shall be responsible for the remediation of the Property in accordance with IEPA regulations and the statutes and laws of the United States, State of Illinois and City of Chicago.

3. Indemnitor covenants and agrees to indemnify, defend and hold Indemnitee and its shareholders, directors, officers, agents, successors, representatives, assigns, heirs, administrators and executors and employees safe and harmless of and from any and all losses, liabilities, expenses (including reasonable attorneys' fees and costs of investigations), clean-up costs, fines, penalties, damages (including without limitation any damages or injury to persons, property, or the environment), actions, suits, judgments, or claims (whether successful or unsuccessful) relating to any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, the existence of USTs, or the removal of USTs, or any release by a UST, or the release or threatened release of any Hazardous Material, or the presence of Hazardous Material, including any loss, damage, liability, injury, cost or expense asserted or arising under any Environmental Law, regardless of whether caused by or within the control of the Indemnitee. The indemnification, defense and hold harmless shall also apply to any and all actions taken against Indemnitor arising out of or relating to its ownership or operation of the Property, including any alleged or actual violation by Indemnitor of any Environmental Laws.

4. The following words shall have the following meanings when used in this Agreement:

(a) **Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, rules, regulations and ordinances relating to the protection of human health or the environment, including with limitation to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Re-authorization Act of 1986, Public L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., and other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.

(b) **Hazardous Substance.** The words "Hazardous Substance" shall have the same meaning as defined in "Environmental Laws" described in Paragraph 2(a) above. "Hazardous Substances" also includes, without

limitation, petroleum and petroleum by-products or any component thereof and asbestos.

5. Indemnitee does not make any representation concerning the ability of Indemnitor to receive a "NFR" letter from IEPA, Indemnitor having conducted his own independent investigation as to the condition of the Property and approving same in its present condition.

6. This agreement shall be binding upon and inure to the benefit of the heirs, successors, representatives and assigns of the parties.

7. The parties to this agreement acknowledge that each has been represented by counsel, each understands its terms and agrees to be bound by same.

8. This agreement is for the sole benefit of the parties hereto and is not intended to benefit any subsequent purchaser of the Property.

9. This agreement may be recorded by either party.

[Signature]
Ruben Lepiscopo

Subscribed and sworn to
before me this 24
day of May, 2000.

[Signature]
Notary Public
OFFICIAL SEAL
FRANK M. GREENFIELD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-2-2000

Accepted:

Wholesale Oil Company

By: *[Signature]*

THIS DOCUMENT PREPARED BY:
Wolfe Poloviny
RICHARD A. WOLFE

UNOFFICIAL COPY

LOT 1 IN BLOCK 9 (EXCEPT THAT PART OF SAID LOT TAKEN FOR WIDENING WESTERN AVENUE) IN POWELL'S SUBDIVISION OF LOTS 3 AND 5 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF MILWAUKEE AVENUE IN COOK COUNTY, ILLINOIS.

ADDRESS: 2150 N. WESTERN AVE
Chicago, Illinois

PIN: 13-36-224-041-0000

Property of Cook County Clerk's Office