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Doc#: 0422433207
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 08/11/2004 01:17 PM Pg: 1 of 6

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SPECIAL WARRANTY DEED

THIS IS A DEED dated August 6, 2004, effective August 9, 2004, by Equilon Enterprises LLC, a Delaware limited liability company, having an office at 12700 Northborough, Houston, Texas 77067 ("Grantor") to Joy Chemmachel, with an address of 8800 W. 87th Street, Hickory Hills, IL 60457 ("Grantee").

GRANTOR, for good and valuable consideration received, hereby grants and conveys to Grantee the following described Premises situated at 8800 W. 87th Street, Hickory Hills, County of Cook, State of Illinois 60457;

See attached Exhibit "A" for legal description

together with all rights, privileges and appurtenances thereto and all buildings and land improvements thereon;

TO HAVE AND TO HOLD the Premises unto Grantee and Grantee's heirs, administrators, executors, successors and assigns forever, but

SUBJECT to the following:

Encroachments, protrusions, easements, changes in street lines, rights-of-way, and other matters that would be revealed by a current on-the-ground survey and inspection of the Premises;

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Recorded agreements, easements, rights-of-way, covenants, conditions and restrictions as the same may be of present force and effect;

Zoning regulations, ordinances, building restrictions, regulations and any violations thereof;

The lien for real property taxes and any liens for special assessments, which in each case as of the date hereof are not delinquent or yet due and payable; and

Grantee covenants, as part of the consideration for this conveyance, as follows:

- (a) no basement will be constructed on the Premises;
- (b) no potable water well will be installed or maintained on the Premises;
- (c) all worker safety requirements for handling petroleum contaminated soil or groundwater will be observed;
- (d) the use of the Premises will be restricted to commercial/industrial purposes only;
- (e) all soil or groundwater removed or excavated from, or disturbed on, the Premises will be handled and disposed of in accordance with all applicable environmental laws, statutes, rules and regulations;
- (f) it shall be Grantee's sole responsibility and obligation to, and Grantee shall, (i) investigate for the presence of petroleum hydrocarbons, including gasoline additives (collectively "Substances") on the Premises, (ii) perform any remediation or corrective action required for Substances on the Premises, and (iii) obtain a No Further Remediation Letter ("NFR Letter") from the Illinois Environmental Protection Agency ("IEPA") for Substances on the Premises, at a cleanup standard of not less than Tier II-Commercial/Industrial;
- (g) Grantee shall initiate performance of its obligations contained in subparagraph (f) above beginning on the effective date of this Deed and shall continue thereafter to perform and discharge such obligations in a timely and diligent manner until completed. In the event Grantee does not so timely and diligently perform and discharge such obligations, or in the event Grantor is required to perform remedial activities at the Premises by a governmental agency, Grantor is authorized (but not required) to enter the Premises and take such action as Grantor deems

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reasonable or required, in Grantor's sole discretion, to perform or complete performance of Grantee's obligations contained subparagraph (f) above and to perform any remedial activities required by such governmental agency; provided, however, Grantor's remedial activities shall, to the extent reasonable under the circumstances, not be in conflict with any remedial activities performed by Grantee. In such case Grantor may also record against the Premises such NFR Letters as may be issued by the IEPA or other government agency having jurisdiction over the Premises, in which case Grantee shall execute all documents and take all action as required of Grantee for the issuance and recording of such NFR Letters against the Premises; provided, however, such NFR Letters do not contain any restrictions, conditions or limitations on the Premises other than (i) the installation and maintenance of an asphalt or concrete barrier on the Premises to prevent access to the native soils (ii) those provided for, or allowed to be imposed by Grantor, in this Deed, (iii) those permitted in that Offer of Right of First Refusal and Bona Fide Offer By Equilon to Grantee ("Right of First Refusal") accepted by Grantee on August 26, 2003, including all exhibits and attachments thereto, or (iv) those otherwise applicable to the Premises; and

(h) Grantee shall comply, at solely Grantee's expense, with all of the terms and conditions of such NFR Letters, including but not limited to the responsibility for and cost of handling and disposal of contaminated soil or groundwater on the Premises.

Except as may be otherwise specifically provided in the Right of First Refusal, from and after the date of this deed, Grantee (a) releases Equilon, and Shell Oil Company, and their parent, subsidiary, related and affiliated corporations, joint ventures and other entities of and from all claims, demands, liability, damages, actions and causes of action whatsoever, whether or not now or heretofore known, suspected or claimed, in respect to or arising out of the condition of the Premises, including but not limited to the environmental condition of the Premises, and any obligation to perform or pay for any remediation or other action required in respect to the environmental condition of the Premises, and (b) in addition to any and all other indemnity obligations under the Right of First Refusal, Grantee shall indemnify and hold harmless Grantor, its members, predecessors, subsidiaries, affiliates, officers, directors, employees, agents and each of their predecessors successors, heirs and assigns, from and against any and all demands, claims, causes of action, losses, damages, liabilities (including without limitation all environmental liabilities) penalties, costs and expenses (including attorney's fees) arising from or connected with Grantor's agreement to permit Owner to obtain closure of the environmental condition of the Premises including obtaining the No Further Remediation Letter from the Illinois Environmental Protection Agency.

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The foregoing covenants, conditions, restrictions and agreements (i) shall run with the land, (ii) shall bind Grantee's heirs, administrators, executors, successors and assigns, and subsequent owners, lessees and occupants of the Premises, and (iii) are made for, and shall inure to, the benefit of Grantor and its successors and assigns. Grantor's waiver of any breach of the foregoing covenants, restrictions and agreements shall not constitute a waiver of the covenants or restrictions nor of any subsequent breach hereof.

SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor will warrant and defend title to the Premises against the lawful claim of all persons claiming by, through or under Grantor, but not otherwise.

Permanent Index Number (PIN): 23-03-201-014-0000

EXECUTED by Grantor as of the date first herein specified.

WITNESS:

EQUILON ENTERPRISES LLC

Mary M. Chiocco
Mary M. Chiocco

^{MC}
By: Julie F. Galjour
Julie F. Galjour
Attorney-in-Fact

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

The within and foregoing instrument was acknowledged before me on August 6, 2004 by Julie F. Galjour, Attorney-in-Fact, for Equilon Enterprises LLC, a Delaware limited liability company, on behalf of the company.

WITNESS my hand and official seal

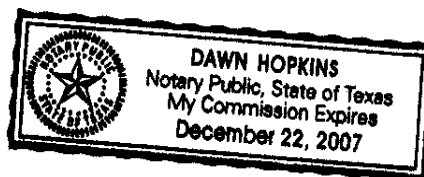
Dawn Hopkins
Notary's Signature

AGREED AND ACCEPTED:

Joy Chemmachel

Joy Chemmachel

Date: August 9, 2004

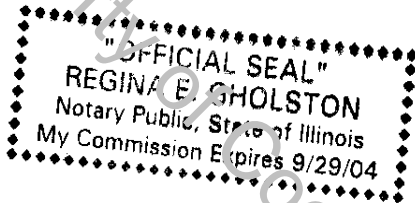


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State of ILLINOIS)
County of COOK) §

Before me Jay Chermackel (here insert the name and character of the officer) on this day personally appeared Jay Chermackel, known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of August, 2004.



Regina E. Gholston
Notary's Signature

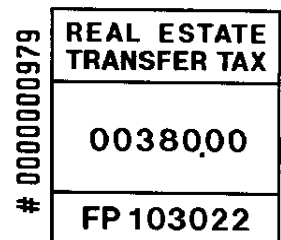
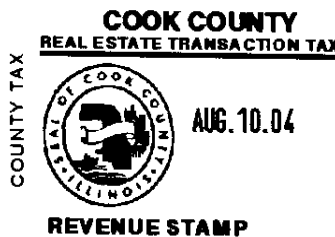
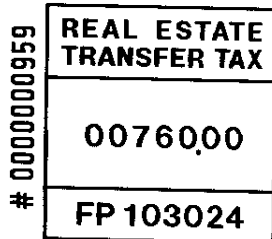
Prepared by:

Joseph A. Girardi, Esq.
Henderson & Lyman
Suite 240
175 W. Jackson
Chicago, IL 60604

Mail Subsequent Tax Statements to:

When Recorded Mail to:

CALY & ASSOCIATES
122 W 22nd ST Lemke 3NS
OAK BROOK, IL 60523



UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION OF PREMISES**

LOT 2 IN A SUBDIVISION OF THE NORTH 1/4 OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 30, 1964 AS DOCUMENT 2168771 EXCEPTING THEREFROM THAT PART OF THE LAND BOUNDED AND DESCRIBED AS FOLLOWS:

THAT PART OF LOT 2 IN A SUBDIVISION OF THE NORTH 1/4 OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH ALONG THE EAST LINE THEREOF, 130 FEET; THENCE NORTHWESTERLY ALONG A LINE 95 FEET TO A POINT WHICH IS 9 FEET WEST OF SAID EAST LINE; THENCE NORTHWESTERLY ALONG A LINE 30 FEET TO A POINT WHICH IS 18 FEET WEST OF SAID EAST LINE; THENCE NORTHWESTERLY ALONG A LINE 10 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 26 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTH LINE 26 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

23-03-201-014-0000

8800 W. 87th St.
Oakley Hills, IL