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Cook County Recorder of Deeds
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MEMORANDUM OF ENVIRONMENTAL COVENANTS, RESTRICTIONS AND INDEMNIFICATIONS

This MEMORANDUM OF ENVIRONMENTAL COVENANTS, RESTRICTIONS AND INDEMNIFICATIONS (this "Memorandum"), is made and entered into this 29th day of January, 2007, by and between **INTERSTATE-LEMONT, LLC**, an Illinois limited liability company, with a mailing address of 385 Airport Road, Suite 104, Elgin, Illinois 60123 ("GRANTEE") the grantee under Deed dated January 29, 2007, of record in the Office of the Cook County Recorder of Deeds (the "Deed"), and **ASHLAND INC. a Kentucky corporation, doing business in the state of Illinois as Ashland Distribution**, with a mailing address of P.O. Box 14000, Lexington, Kentucky, ("GRANTOR") the grantor under the Deed.

WHEREAS, GRANTOR has contemporaneously herewith conveyed to GRANTEE, fee title to the real property described in the Deed and again described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, a material inducement to GRANTOR to agree to sell the Property to GRANTEE and to execute, acknowledge and deliver the Deed was the agreement of GRANTEE to execute, acknowledge and deliver this Memorandum and record same along with the Deed in the Office of the Cook County Recorder of Deeds, so as to evidence GRANTEE's acceptance of the covenants, restrictions and indemnifications and GRANTEE's agreement that GRANTEE, GRANTEE's successors and assigns and the Property shall hereinafter be bound thereby.

NOW, THEREFORE, in consideration of the mutual agreements of the parties, the conveyance by GRANTOR of the Property for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereby agree as follows:

1. GRANTEE hereby covenants and agrees that it will, at all times during which GRANTEE may own the Property, comply with the conditions set forth in that No Further Remediation Letter issued by the Illinois Environmental Protection Agency, recorded on October 20, 2006 in the Office of the Cook County Recorder of Deeds as Document No. 0629339043 (the

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"NFR Letter"), specifically including, but not limited to, those conditions respecting the permitted uses of the Property and the groundwater underneath the Property.

2. GRANTEE agrees, for itself, its successors and assigns and all future grantees or holders of any interest in the Property, in whole or in part, that any holder of fee simple title to the Property (the "Title Holder") to indemnify, defend and hold GRANTOR, its affiliates, successors and assigns and predecessors-in-interests harmless from and against any and all claims, liabilities, suits, damages, costs (including, without limitation, environmental investigation, settlement, compliance, response and remedial cleanup costs) and expenses (including the fees and expenses of attorneys and consultants) arising out of or in any way relating to any violation of the protective covenants and restrictions contained herein and the terms and conditions of the NFR Letter, but only to the extent such violation occurred during the time the Title Holder held fee simple title to the Property. It is the express intention and agreement of the parties that no Title Holder shall be obligated to indemnify GRANTOR, or otherwise be liable to GRANTOR, for any such violations or obligations that have arisen or that may arise during such time as another Title Holder may hold fee simple title to the Property provided that such Title Holder has taken the necessary steps to ensure that its successor Title Holder is bound to the protective covenants and restrictions contained herein and the terms and conditions of the NFR Letter. GRANTOR may enforce the protective covenants and restrictions by an action at law or in equity, as may be appropriate, including the right to obtain injunctive relief.

3. Each Title Holder shall protect, defend, indemnify and hold harmless GRANTOR, GRANTOR's affiliated companies, and their directors, officers, employees and agents, from and against any loss, expense, damage, demand, claim, suit, or other liability, including attorney fees and other expenses of litigation, because of personal or bodily injury including death at any time resulting therefrom, property damage including loss of use and downtime resulting therefrom, or other losses or damages of any kind or nature, which directly or indirectly arise out of (1) possession, handling or use of the Property by Title Holder or any by third party during Title Holder's ownership of the Property the date hereof; (2) handling, transportation and disposal of contaminated media, including but not limited to native soil, fill material, and groundwater, which has been excavated, removed, or disturbed by the activities of Title Holder or any third party during Title Holder's ownership of the Property after the date hereof, and/or 3) any violation by Title Holder of the conditions imposed by the NFR Letter.

4. This Memorandum constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof.

5. Unless otherwise expressly set forth herein, the covenants, restrictions and indemnifications created, granted and/or reserved herein, shall run with the land and be binding upon each Title Holder and any holder of any interest in or claim to the Property created by, through or under such Title Holder. Notwithstanding the foregoing, if this Agreement is not otherwise recorded against title to the Property, then each GRANTEE agrees that it will take all steps necessary to ensure that any conveyance or lease of the Property, regardless of the manner in which title, interest or ownership is transferred, is subject to this Memorandum and the NFR Letter. No Title Holder shall be liable to GRANTOR for any act or omission or violation

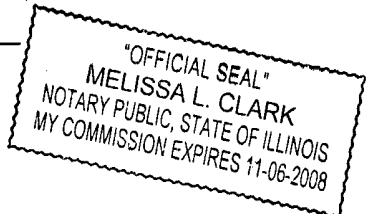
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STATE OF Illinois
COUNTY OF Cook)SS

On this 2nd day of February, 2007, before me, _____, the undersigned officer, personally appeared Andrew Kolb who acknowledged himself to be the Attorney of INTERSTATE COMMERCE-LEMONT, LLC, an Illinois limited liability company, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of the limited liability company by himself as Attorney.

[Signature]
Notary Public

My Commission expires: _____



This Instrument Prepared By:

Matthew M. McWhorter, Attorney
c/o Ashland Inc., Law Department
5200 Blazer Parkway
Dublin, Ohio 43017
Telephone: 614/790-3398

Ma Kolb
Andrew Kolb
1250 Garden Ave #100
Elgin, IL 60123

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING ON THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 14, AT A POINT WHICH IS 303.65 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 AND RUNNING THENCE NORTH ALONG SAID WEST LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 565.24 FEET; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, THE EASTERLY TERMINUS OF SAID STRAIGHT LINE BEING A POINT WHICH IS 1220.29 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE AND 608.88 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 57.58 FEET; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 461.96 FEET, A DISTANCE OF 486.02 FEET TO A POINT WHICH IS 401.14 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE AND 674.25 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE EASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 448.41 FEET TO AN INTERSECTION WITH A LINE WHICH EXTENDS NORTHWARDLY FROM A POINT WHICH IS 915.35 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE AND 369.08 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4, TO A POINT WHICH IS 1264.36 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE AND 744.61 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTHWARDLY ALONG LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 289.30 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PROPERTY CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY DEED RECORDED MARCH 6, 1963 AS DOCUMENT 18736758; THENCE WESTWARDLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 69.89 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTHWESTWARDLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 729.45 FEET TO A POINT WHICH IS 120.00 FEET EASTERLY FROM THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE (EXTENDED SOUTHWESTWARDLY) WITH THE WEST LINE OF SAID SOUTHWEST 1/4; AND THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 147.24 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE GRANT OF EASEMENT FROM NORTHERN ILLINOIS GAS COMPANY TO A.E. STALEY

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MANUFACTURING COMPANY RECORDED MARCH ⁶ 1963 AS DOCUMENT 18736259 AND FILED AS DOCUMENT LR2080370 FOR CONSTRUCTION, OPERATION, RECONSTRUCTION, REPAIR, MAINTENANCE AND USE OF TWO PUBLIC OR PRIVATE ROAD CROSSINGS 30 FEET IN WIDTH OVER THE FOLLOWING DESCRIBED LAND, PROVIDED THAT SUCH ROADS BE LOCATED AND CONSTRUCTED AT SUBSTANTIALLY RIGHT ANGLES TO SAG-LEMONT ROAD (ALSO KNOWN AS CHICAGO-JOLIET ROAD):

THE NORTHERLY 87.50 FEET OF THE SOUTHERLY 120.50 FEET (BOTH MEASUREMENTS BEING PERPENDICULAR TO THE CENTER LINE OF THE SAG-LEMONT ROAD ALSO KNOWN AS THE CHICAGO AND JOLIET ROAD) OF THE WEST 428 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF THE SAG-LEMONT ROAD, ALSO KNOWN AS THE CHICAGO AND JOLIET ROAD;

ALSO A TRIANGULAR SHAPED PARCEL OF LAND IN SAID SOUTHWEST 1/4 LYING SOUTHWESTERLY OF A LINE DRAWN FROM A POINT 120 FEET NORTH OF THE INTERSECTION OF THE WEST LINE OF THE SOUTHWEST 1/4 WITH THE NORTHERLY LINE OF SAID SOUTHERLY 120.50 FEET TO A POINT IN THE NORTHERLY LINE OF SAID SOUTHERLY 120.50 FEET WHICH POINT IS 120 FEET NORTHEASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4 AS MEASURED ALONG THE NORTHERLY LINE OF SAID SOUTHERLY 120.50 FEET.

ALSO THE SOUTHERLY 120.50 FEET (AS MEASURED PERPENDICULAR TO THE SOUTHERLY LINES) OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE CHICAGO AND JOLIET ROAD WITH THE EAST LINE OF THE WEST 438 FEET OF SAID SOUTHWEST 1/4, WHICH POINT IS 259.72 FEET NORTH (MEASURED PERPENDICULARLY) FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4 AND RUNNING THANE NORTH ALONG SAID EAST LINE OF THE WEST 438 FEET A DISTANCE OF 842.55 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE GULF, MOBILE AND OHIO RAILWAY COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD) AS THE SAME WAS THEN LOCATED; THENCE NORTHEASTWARDLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 339.82 FEET TO A POINT WHICH IS 749.98 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE AND 1236.21 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTHWARDLY A DISTANCE OF 882.35 FEET TO A POINT ON SAID CENTER LINE OF THE CHICAGO JOLIET ROAD WHICH IS 915.35 FEET (MEASURED PERPENDICULARLY) EAST FROM SAID WEST LINE AND 369.08 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID SOUTH LINE OF SAID

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SOUTHWEST 1/4; THENCE WESTWARDLY ALONG SAID CENTER LINE OF ROAD A DISTANCE OF 71.77 FEET TO A POINT WHICH IS 843.90 FEET (MEASURED PERPENDICULARLY) EAST FROM SAID WEST LINE AND 362.51 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID SOUTH LINE OF SAID SOUTHWEST 1/4, AND THENCE SOUTHWESTWARDLY, CONTINUING ALONG SAID CENTER LINE OF ROAD A DISTANCE OF 418.97 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS GRANTED BY GRANT OF ROADWAY EASEMENT RECORDED DECEMBER 11, 1962 AS DOCUMENT 18669216 BY NORTH AMERICAN CAR CORPORATION TO A.E. STALEY MANUFACTURING COMPANY, ITS SUCCESSORS AND ASSIGNS, IN COMMON WITH NORTH AMERICAN AND ALL OTHERS HAVING A LIKE RIGHT TO PASS AND REPASS ALONG THAT PORTION OF THE THEN EXISTING PRIVATE ROAD LOCATED ON THE SERVIENT TENEMENT KNOWN AS THE "MALEY ROAD" WHICH LIES EASTERLY OF THE DOMINANT TENEMENT FOR INGRESS THERETO FROM THE LEMONT SAG ROAD (ALSO KNOWN AS THE CHICAGO AND JOLIET ROAD) AND EGRESS FROM THE DOMINANT TENEMENT TO SAID ROAD.

PARCEL 4:

THAT PART OF LOT 3 IN PEW'S DIVISION, A PART OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS THE EAST 20 FEET OF LOT 3 MEASURED PERPENDICULAR TO THE EAST LINE THEREOF LYING SOUTH OF A LINE DRAWN 25 FEET SOUTHEASTERLY MEASURED PERPENDICULAR TO AND PARALLEL WITH THE NORTHERLY LINE OF LOT 3, SAID PART LYING SOUTHEASTERLY OF THE RIGHT OF WAY OF G M AND O RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 13555 Main Street, Lemont, Illinois

P.I.N. 22-14-300-035-0000, 22-14-300-037-0000, 22-15-200-012-0000