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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/27/2011 11:42 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:
and Prepared By:

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

SA 4/2 9075 D1 JSchun H- 2 of 2

**ACKNOWLEDGMENT OF ENVIRONMENTAL CONDITIONS
AND INDEMNITY AGREEMENT**

THIS ACKNOWLEDGMENT AND INDEMNITY AGREEMENT (this "Indemnity Agreement"), made this 14th day of April 2011, by Gino Battaglia, ("Gino"), Bernadette Battaglia ("Bernadette"), 958 G North California LLC ("958 G"), an Illinois limited liability company and 958 B North California LLC ("958 B"), an Illinois limited liability company (Gino, Bernadette 958 G and 958 B hereinafter referred to collectively as "Indemnitors") in favor of Wholesale Oil Company, an Illinois corporation ("Indemnitee").

WHEREAS, Gino and Bernadette, as Purchasers, and Indemnitee, as Seller, have entered into a Real Estate Contract dated November 17, 2010, as amended by the First Amendment to Real Estate Contract (the "First Amendment") dated April 5, 2011 (the Real Estate Contract, as amended by the First Amendment, hereinafter referred to as the "Contract"), for the sale and purchase of the commercial real estate and improvements located at 956-958 N. California Avenue, Chicago, Illinois (the "Property") and legally described on Exhibit "A"; and

WHEREAS, on April 8, 2011 Gino and Bernadette assigned the Contract to 958 G, of which Gino is the sole member, and to 958 B, of which Bernadette is the sole member; and

WHEREAS, pursuant to the terms of the Assignment (i) 958 B and 958 G agreed jointly and severally with Gino and Bernadette to assume and be solely responsible for the environmental condition of the Property and to indemnify Indemnitee as more fully provided below, and (ii) Gino and Bernadette acknowledged they shall continue to be liable under the Contract and are not released from any of their liabilities or obligations under the Contract; and

WHEREAS, in consideration of Indemnitee's reduction of the Purchase Price and as an inducement to Indemnitee to sell the Property, Indemnitors have 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 or at the Property; and

WHEREAS, Indemnitors acknowledge that they have 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, Indemnitors have agreed to purchase the Property in "AS IS" condition; and

WHEREAS, Indemnitors have agreed to be fully responsible for the cost of any environmental remediation required at the Property and all reporting requirements of any governmental agency federal, state or local; and

WHEREAS, notwithstanding the environmental condition of the Property, Indemnitors have agreed and do 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; and

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WHEREAS, Indemnitors have inspected and reviewed with their environmental consultant, the Property and copies of the following reports and studies concerning the Property:

(a) That certain Phase I Environmental Site Assessment of the Property prepared for Seller by Environmental Protection Industries (hereinafter referred to as "EPI"), as EPI Project No. 101 177, dated January 21, 2011 (the "Phase I Report");

(b) That certain Phase II Subsurface Investigation Report for the Property prepared for Seller by EPI as EPI Project No. 101 177 dated January 28, 2011 reporting on environmental sampling/testing activities conducted at the Real Estate ((a) and (b) hereinafter referred to collectively as "Seller's Environmental Reports");

(c) Certain correspondence and analysis prepared by Indemnitors' environmental consultant in connection with their review, examination and discussion of Seller's Environmental Reports, and certain other documents obtained by Indemnitors' environmental consultant through FOIA requests or otherwise.

WHEREAS, In relation to the environmental condition of the Property, Indemnitors are aware of and have knowledge of the following conditions as of the date hereof:

(a) There were USTs located on the Property which have heretofore been removed.

(b) Indemnitors are purchasing the Property in "AS IS" condition, as is more fully set forth in the Contract.

(c) Indemnitors shall be solely responsible for paying any and all expenses relating to the environmental remediation of the Property, including future reporting that may be required by any federal, state or local governmental agency, remediation expenses and costs, testing and analysis, investigations, and the like.

(d) Indemnitee will not be responsible for any remediation expense, federal, state or local, 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. Indemnitors acknowledge the existence of the afore-stated conditions of the Property.

2. Indemnitors, jointly and severally, and at their sole cost and expense, shall assume and be responsible for any environmental remediation of the Property in accordance with the regulations and the statutes and laws of the United States, the State of Illinois and the City of Chicago, including, without limitation, commencing, prosecuting, and completing, at Indemnitors' expense, all Remediation Work, as hereinafter defined, required at the Property, and all filing and reporting requirements of any governmental agency attributable to or associated with the environmental condition of the Property. The term "Remediation Work" shall mean site and off-site monitoring, containment, clean-up, removal, restoration or other remedial work of any kind, reasonably necessary under applicable local, state, or federal law or regulation at, on, about, near or adjacent to, under, or within the Property.

3. Indemnitors, jointly and severally, covenant and agree to indemnify, defend and hold Indemnitee and its shareholders, directors, officers, employees, agents, beneficiaries, successors, representatives, assigns, heirs, administrators and executors 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, settlements, judgments, or claims (whether successful or unsuccessful) that may be suffered or incurred on account of or with respect to any investigation, litigation, or proceeding on account of or arising from any environmental response, audit, compliance, or any other matter that relates to the environmental condition of the Property, including the existence of USTs, the removal of USTs, any release by a UST, the release or threatened release of any Hazardous Substances, as defined

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below, or the presence of Hazardous Substances, 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 Indemnitee. The indemnification, defense and hold harmless shall also apply to any and all actions taken against Indemnitors arising out of or relating to their ownership or operation of the Property, including any alleged or actual violation by Indemnitors 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 Transportation of Hazardous Materials Act, 49 U.S.C. Section 5101, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., 42 U.S.C. Section 6972, 42 U.S.C. Section 6991(3) and 6991(4), 40 CFR Part 280 and other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.

(b) **Hazardous Substances.** The words "Hazardous Substances" shall have the same meaning as the term Hazardous Substances may be defined in any of the "Environmental Laws" described in Paragraph 4(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 Indemnitors to receive a "NFR" letter from the Illinois Environmental Protection Agency, Indemnitors having conducted their own independent investigation as to the condition of the Property, and approve of same in its present condition.

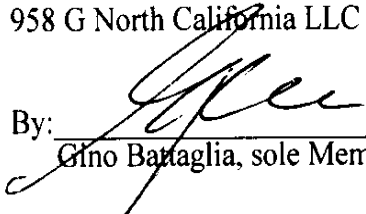
6. This Indemnity Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties.

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

8. This Indemnity Agreement may be recorded by either party.


The date of closing is April 14, 2011

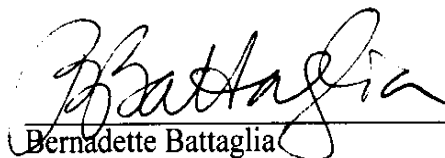
958 G North California LLC

By: 
Gino Battaglia, sole Member


Gino Battaglia

958 B North California LLC

By: 
Bernadette Battaglia, sole Member


Bernadette Battaglia

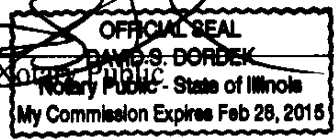
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, David S. Dordek, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gino Battaglia, individually, and as the sole Member of 958 G North California LLC, an Illinois limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such individual and Member, he signed and delivered said instrument as his free and voluntary act and, pursuant to authority given by the members of said limited liability company, as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14 day of April, 2011

[Handwritten Signature]

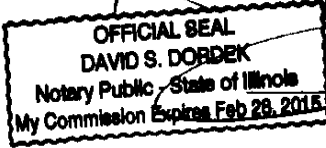


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, David S. Dordek, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bernadette Battaglia, individually, and as the sole Member of 958 B North California LLC, an Illinois limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such individual and Member, she signed and delivered said instrument as her free and voluntary act and, pursuant to authority given by the members of said limited liability company, as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14 day of April, 2011

[Handwritten Signature]
Notary Public



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EXHIBIT A **LEGAL DESCRIPTION**

LOTS 1 AND 2 IN BLOCK 16 IN HUTCHINSON AND COLT'S SUBDIVISION OF BLOCKS 2, 6, 12 AND 16 IN CARTER'S SUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 7, IN CLIFFORD'S ADDITION TO CHICAGO IN THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ADDRESS: 956-958 N. California Ave., Chicago, Illinois 60622
P.I.N.: 16-01-317-015-0000

Property of Cook County Clerk's Office