

UNOFFICIAL COPY



1512019160

Doc#: 1512019160 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/30/2015 03:33 PM Pg: 1 of 4

Property of Cook County Clerk's Office
Restrictive Covenant

This Restrictive Covenant ("Restriction") is made and effective this 19th day of April, 2015, by E-Town Community Ventures, LLC, an Illinois limited liability company ("Owner").

Recitals:

Whereas, Owner is the legal title holder to that certain parcel of real property (hereinafter the "Premises") located at the northeast corner of the intersection of Church and Darrow Streets, which is legally described and commonly known as set forth in Exhibit A attached hereto and made a part hereof.

Whereas, in connection with and in consideration of that certain Settlement Agreement And Release ("Settlement Agreement") entered into on April 2, 2015 by and between Owner, on one part, and Texaco Inc., a Delaware corporation, Chevron Corporation, a Delaware corporation, and Chevron Environmental Management Company, a California Corporation (Texaco Inc., Chevron Corporation and Chevron Environmental Management Company being hereinafter collectively referred to as the "Chevron Entities"), on the other part, Owner has agreed to record the Restriction on the Site.

Restriction

1. All persons who (i) acquire any ownership or other interest in the Premises, whether legal, equitable or otherwise, or (ii) use or occupy the Premises, whether as owners, lessees, tenants, occupiers, licensees or otherwise, do hereby:

UNOFFICIAL COPY

(a) acknowledge the Premises have been used as an automobile service station, underground storage tanks have been located on the Premises, and contamination of the soil and groundwater on and off the Premises has occurred and exists as a result of such use;

(b) forever release Owner and the Chevron Entities, and their members and affiliated entities, from and of any and all claims, demands, liability, damages, actions and causes of action whatsoever, whether or not known, suspected or claimed, in respect to or arising out of the Premises, including but not limited to, the environmental condition of the Premises and any obligation to perform or pay for any environmental remedial action, including removal of underground storage tanks and related piping or systems, removal, treatment or disposal of contaminated soil or groundwater at, on or emanating from the Premises, and any action required to be taken in respect to the Premises by any governmental environmental regulatory agency;

(c) agree to comply with and perform the terms and each and every obligation of (i) any No Further Remediation letter or letters for the Premises issued by the Illinois Environmental Protection Agency or other environmental regulatory agency, or (ii); any environmental restriction or condition applicable to the Premises; and

(d) agree to comply with and perform the terms and each and every obligation of any highway authority agreement or similar agreement for the Premises issued by the City of Evanston, Illinois;

2. The Restriction shall remain in full force and effect in perpetuity.

3. The Restriction (i) shall be recorded against the Premises, (ii) shall run with the land, and (iii) shall bind all subsequent owners, lessees, tenants, occupants and licensees of the Premises and any persons or entities otherwise on or about the Premises.

4. The Chevron Entities are direct and intended beneficiaries of the Restriction.

5. The Restriction is made for, shall inure to, and may be enforced by Owner or the Chevron Entities.

Executed by Owner as of the day and year first written above.

E-Town Community Ventures, LLC

By:  _____
Its Manager

UNOFFICIAL COPY

State of Illinois)
)
County of Cook)

I, the undersigned, a Notary Public in and for said County the State, do hereby certify that DANIEL CHEIFETZ, being the manager of E-Town Community Ventures, LLC, a manager-managed Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes, and in the capacity, therein set forth.

Given under my hand and official seal, this 29th day of APRIL, 2015.



[Handwritten Signature]

Notary Public

This instrument was prepared by and upon recording mail to:

Joseph A. Girardi
Girardi Law LLC
U.S. Bank Building
Suite 200
104 N. Oak Park Ave.
Oak Park, IL 60301

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[EXHIBIT A FOLLOWS IMMEDIATELY]

UNOFFICIAL COPY

EXHIBIT A

Legal Description of the Premises

The South 106.00 Feet of Lots 9 and 10 in Block 3 in Merrill Ladd's second Addition to Evanston, said addition being a subdivision of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 10-13-220-035-0000

Address: 107-1805 Church Street, Evanston, Illinois

Property of Cook County Clerk's Office