

# UNOFFICIAL COPY



Doc#: 1603419047 Fee: \$62.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/03/2016 10:20 AM Pg: 1 of 13

118626-8 1067 BE/AB

Space above this line for Recorder's use only

**This instrument prepared by:**

DLA Piper LLP (US)  
203 North LaSalle Street  
Suite 1900  
Chicago, Illinois 60601  
Attention: Lauren Brabeck, Esq.

**After recording return to:**

Locke Lord LLP  
2800 JPMorgan Chase Tower  
600 Travis Street  
Houston, Texas 77002  
Attention: Paul Pruett, Esq.

**Mail Tax Bills To:**

Kinder Morgan Operating L.P. "D"  
1001 Louisiana Street, Suite 1000  
Houston, TX 77002

**REAL ESTATE TRANSFER TAX**

02-Feb-2016



COUNTY: 2,606.25  
ILLINOIS: 5,212.50  
TOTAL: 7,818.75

08-25-302-001-0000 | 20160101664793 | 1-311-134-272

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made this 15<sup>th</sup> day of Feb., 2016, by and between BP PRODUCTS NORTH AMERICA INC., a Maryland corporation, formerly known as Amoco Oil Company, a Maryland corporation, formerly known as The American Oil Company, a Maryland corporation, whose address is 150 W. Warrenville Road, Naperville, Illinois 60563, as party of the first part (hereinafter referred to as "**Grantor**"); to KINDER MORGAN OPERATING L.P. "D", a Delaware limited partnership, whose address is 1001 Louisiana Street, Suite 1000, Houston, Texas 77002, as party of the second part (hereinafter referred to as "**Grantee**"); the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors, and assigns where the context requires or permits):

**WITNESSETH**

**GRANTOR**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Grantee at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby remise, convey, sell and forever convey unto Grantee all right, title and interest of the Grantor in real property located in Cook County of the

EAST115963469.3

HOU:0019962/00172:1828801v3

Handwritten initials and number 13

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State of Illinois legally described on Exhibit A attached hereto, and to the buildings, fixtures, and any other improvements or structures constituting real property located on or attached to said real property (together, the "**Property**") more particularly described as follows:

See Exhibit A attached hereto and made a part hereof

**TO HAVE AND TO HOLD** the said described Property to Grantee with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said Grantee and unto Grantee's heirs, successors and assigns forever, the said Grantor hereby covenanting that the premises are free and clear from any encumbrance done or suffered by Grantor; and that Grantor will warrant and defend the title to said premises unto the said Grantee forever, against the lawful claims and demands of all persons claiming by, under or through Grantor, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to the Property, or any rights thereof.

The warranties of Grantor under this deed are made to Grantee only, do not extend to Grantee's heirs, successors or assigns or other third parties (other than Grantee's Affiliates, as "Affiliate" is defined in Exhibit B attached hereto and made a part hereof) and are subject to (a) all non-delinquent general and special taxes, assessments and other governmental levies, fees and charges; (b) all easements, licenses, rights-of-way, covenants, conditions, restrictions, reservations, exceptions and other encumbrances, whether of record or otherwise affecting the Property; (c) all federal, state, local, tribal and foreign statutes, rules, regulations, ordinances, orders, decrees, restrictions and other laws, and all licenses, permits, special permits, variances and similar instruments, relating to zoning, subdivision, building, fire, health, pollution control or the environment or otherwise regulating the use and conveyance of, and any conditions imposed by or pursuant to any agreement with any governmental authority or other third party affecting the Property; (d) the rights of the owners of outstanding oil, gas and mineral interests and/or their lessees to explore for, drill, extract, produce and develop oil, gas and minerals in, on and under the lands associated with the Property, together with the right to use as much of the surface of said lands as is reasonably necessary to exercise such rights; (e) acts done or suffered to be done by, and judgments against, Grantee and those claiming by, through or under Grantee (including any liens and encumbrances approved or waived by Grantee); (f) all matters which would be disclosed by a survey certified to ALTA/ACSM standards or an inspection of the Property, including discrepancies, conflicts, shortages in area and boundary lines, encroachments or protrusions, overlapping of improvements, defects, irregularities and other matters, and (g) such facts of which Grantee has actual notice.

In order to reduce risks to human health and/or the environment and to permit application of environmental corrective actions standards and/or other protective activities that are consistent with applicable law, this conveyance is made by Grantor and accepted by Grantee on the expressed condition and subject to the reservations, restrictions, notices, acknowledgements and covenants set forth in Exhibit B attached hereto and incorporated by reference into this document.

(Signatures on Following Pages)

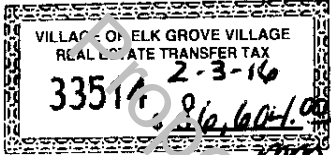
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[Signature Pages to Special Warranty Deed (O'Hare)]

IN WITNESS WHEREOF, Grantor and Grantee have signed and sealed this Special Warranty Deed as of the day and year first written above.

**GRANTOR:**

BP PRODUCTS NORTH AMERICA  
INC., a Maryland corporation



By: JCH  
Name: John Chandler  
Its: Authorized Person

STATE OF ILLINOIS )

COUNTY OF DUPAGE )

ss.

On this 21<sup>ST</sup> day of January, 2016, before me, the undersigned officer, personally appeared John Chandler known to me (or provided to me in the basis of satisfactory evidence) to be the person described in and whose name is subscribed to the foregoing document, who acknowledged before me that he is the Authorized Signatory of BP PRODUCTS NORTH AMERICA INC., a Maryland corporation, and that he, in such capacity, being authorized so to do, signed the foregoing document, for the purposes therein stated, on behalf of the corporation, and that the document is the act of the corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



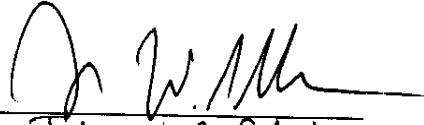
Lisa Krenz  
Notary Public  
Print Name: Lisa Krenz

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**GRANTEE:**

**KINDER MORGAN OPERATING  
L.P. "D", a  
Delaware limited partnership**

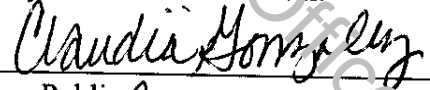
By: Kinder Morgan G.P., Inc., a Delaware  
corporation, its General Partner

By:   
Name: John W. Schlosser  
Its: Vice President

Property of Cook  
STATE OF Texas )  
COUNTY OF Harris )  
ss.

On this 28th day of January, 2016, before me, the undersigned officer, personally appeared John W. Schlosser, known to me (or provided to me in the basis of satisfactory evidence) to be the person described in and whose name is subscribed to the foregoing document, who acknowledged before me that s/he is the V.P. of Kinder Morgan G.P., Inc., a Delaware corporation, the General Partner of KINDER MORGAN OPERATING L.P. "D", a Delaware limited partnership, and that s/he, in such capacity, being authorized so to do, signed the foregoing document, for the purposes therein stated, on behalf of the partnership, and that the document is the act of the partnership for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public  
Print Name: Claudia Gonzalez

My Commission Expires: Dec 12, 2017

**SEND TAX BILL TO:**

Kinder Morgan Operating L.P. "D"  
1001 Louisiana Street, Suite 1000  
Houston, TX 77002

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## EXHIBIT A TO SPECIAL WARRANTY DEED

### Legal Description

REAL PROPERTY IN THE CITY OF ELK GROVE VILLAGE, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

THE SOUTH 40 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID TRACT OF LAND PART THEREOF LYING WEST AND SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE NORTH LINE OF SAID TRACT OF LAND 50.0 FEET EAST, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 25, A DISTANCE OF 1125.38 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 80.0, A DISTANCE OF 92.61 FEET TO A POINT, DISTANT 110.74 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 25 AND SAID POINT BEING ALSO DISTANT 97.88 FEET EAST, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 25; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1800.00 FEET, TO A POINT DISTANT 56.0 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 25, SAID POINT BEING ALSO DISTANT 486.37 FEET EAST, MEASURED AT RIGHT ANGLES FROM SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 25; THENCE EAST PARALLEL WITH SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25, A DISTANCE OF 325.0 FEET TO A POINT; THENCE SOUTH IN A STRAIGHT LINE, MEASURED AT RIGHT ANGLES FROM LAST DESCRIBED COURSE, A DISTANCE OF 6.0 FEET TO A POINT, DISTANT 50.0 FEET NORTH; MEASURED AT RIGHT ANGLES FROM SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 25; THENCE EAST IN A STRAIGHT LINE, A DISTANCE OF 519.97 FEET TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4 OF SECTION 25 AFORESAID, DISTANT 17.43 FEET NORTH (AS MEASURED SAID EAST LINE) OF THE NORTH LINE OF TOUHY AVENUE, AS DEDICATED BY PLAT DOCUMENT NUMBER 8273637, AND ALSO EXCEPTING THEREFROM THAT PART THEREOF TAKEN BY CONDEMNATION ORDER. CASE NO. 91L50081 TO THE DEPARTMENT OF TRANSPORTATION OF STATE OF ILLINOIS AND REGISTERED AS DOCUMENT NUMBER 3960473;\

EXCEPT THAT PART CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY DEED RECORDED MAY 7, 2015 AS DOCUMENT 1512715001, AS FOLLOWS:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE NORTH 00 DEGREES 53 MINUTES 43 SECONDS WEST, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 1308.27 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 40 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE NORTH 88 DEGREES 39 MINUTES 58 SECONDS EAST, ON SAID NORTH LINE OF THE SOUTH 40 ACRES, 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF ELMHURST ROAD AS SHOWN ON PLAT OF HIGHWAY RECORDED AS DOCUMENT NUMBER 91605173, ALSO POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 39 MINUTES 58 SECONDS EAST, ON SAID NORTH LINE OF THE SOUTH 40 ACRES, 15.00 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, 426.01 FEET; THENCE NORTH 89 DEGREES 06 MINUTES 14 SECONDS EAST, 14.46 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 46 SECONDS EAST, 440.10 FEET; THENCE SOUTH 01 DEGREE 16 MINUTES 10 SECONDS EAST, 243.38 FEET; THENCE SOUTH 32 DEGREES 40 MINUTES 05 SECONDS EAST, 82.44 FEET; THENCE SOUTHEASTERLY ON A NONTANGENTIAL CURVE WITH A RADIUS OF 1723.00 FEET WHOSE CENTER IS TO THE NORTH, THE CHORD OF SAID CURVE BEARS SOUTH 82 DEGREES 35 MINUTES 29 SECONDS EAST, A CHORD DISTANCE OF 230.18 FEET; THENCE SOUTH 87 DEGREES 45 MINUTES 26 SECONDS EAST, 244.31 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 48 SECONDS EAST, 735.25 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 05 SECONDS EAST, 28.69 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TOUHY AVENUE AS SHOWN ON SAID PLAT OF HIGHWAY RECORDED AS DOCUMENT NUMBER 91605173; THENCE SOUTH 88 DEGREES 39 MINUTES 58 SECONDS WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 339.12 FEET; THENCE NORTH 01 DEGREE 20 MINUTES 02 SECONDS WEST, ALONG SAID EXISTING RIGHT OF WAY LINE, 10.00 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES 58 SECONDS WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 230.82 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 57 SECONDS WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 238.80 FEET; THENCE NORTH 82 DEGREES 35 MINUTES 59 SECONDS WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 67.03 FEET; THENCE WESTERLY ALONG SAID EXISTING RIGHT OF WAY LINE, ON A NONTANGENTIAL CURVE WITH A RADIUS OF 1689.35 FEET WHOSE CENTER IS TO THE NORTH, THE CHORD OF SAID CURVE BEARS NORTH 85 DEGREES 34 MINUTES 58 SECONDS WEST, A CHORD DISTANCE OF 289.57 FEET; THENCE NORTHWESTERLY ALONG SAID EXISTING RIGHT OF WAY LINE, ON A TANGENTIAL CURVE WITH A RADIUS OF 125.00 FEET WHOSE CENTER IS TO THE NORTHEAST, THE CHORD OF SAID CURVE BEARS NORTH 40 DEGREES 46 MINUTES 16 SECONDS WEST, A CHORD DISTANCE OF 160.55 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 43 SECONDS WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 66.52 FEET; THENCE NORTH 89 DEGREES 06 MINUTES 18 SECONDS EAST ALONG SAID EXISTING RIGHT OF WAY LINE, 10.00 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 43 SECONDS WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 265.00 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 17 SECONDS WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 10.00 FEET; THENCE NORTH 02

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DEGREES 36 MINUTES 49 SECONDS WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 500.26 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 43 SECONDS WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 248.40 FEET TO THE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PART CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY ORDER VESTING TITLE FILED SEPTEMBER 4, 2014 UNDER COOK COUNTY CLERK OF THE CIRCUIT COURT CASE NO. 2014-L-050191.

ADDRESS: 1111 SOUTH ELMHURST ROAD, ELK GROVE VILLAGE, ILLINOIS

PIN : 08-25-302-001-0000

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## EXHIBIT B TO SPECIAL WARRANTY DEED

### Environmental Restrictions

1. **Background Information: Purpose and Intent.** Certain Hazardous Substances (as defined in Paragraph 2 below), may be present at, on and underneath the Property. Grantor and Grantee agree that (i) the terms of this Exhibit B (the “**Environmental Restrictions**”) are necessary to protect present and future human health and safety and the environment and (ii) the Environmental Restrictions are a covenant running with the land as provided under applicable law.

2. **Definitions.** As used herein, the following terms have the meanings described below:

“**Affiliate**” means, when used with respect to a Person, any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the specified Person. For purposes of this definition, the term “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“**Environmental Laws**” means all federal, state, local, tribal and foreign statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law concerning public health and safety, worker health and safety, and pollution or protection of the environment, conservation of resources or natural resource damages, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, emission, labeling, testing, processing, discharge, release, threatened release, control or Remediation of any Hazardous Substances.

“**Governmental Authority**” means any federal, state, local, foreign, tribal or other governmental or administrative authority (including any agency or political subdivision thereof), court or tribunal having jurisdiction.

“**Hazardous Substances**” means any (i) materials, substances, wastes, chemical substances or mixtures, solids, liquids, minerals or gas, in each case, whether naturally occurring or man-made, that are hazardous, acutely hazardous, toxic or words of similar import or regulatory effect under Environmental Laws, and (ii) pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, radionuclides, chromium, lead, mercury or radioactive materials (including naturally occurring radioactive materials).

“**Laws**” means any and all applicable laws, statutes, codes, constitutions, ordinances, decrees, writs, injunctions, orders, judgments, principles of common law, rules or regulations (including Environmental Laws) that are promulgated, issued or enacted by a Governmental Authority having jurisdiction.



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“**Person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, undivided joint interest operation or Governmental Authority.

“**Released**” shall have the meaning set forth in Environmental Laws, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., and any analogous state law, statute, code, regulation, rule, injunction, judgment, ordinance, order, decree, ruling, charge, permit, or other restriction), but does not include migration or movement of Hazardous Substances already present in the environment.

“**Third Party**” means any Person other than Grantor or Grantee, and their respective Affiliates.

3. **Successors Bound.** The Environmental Restrictions are and shall be binding on Grantee and all successive owners of the Property. Every person who now or hereafter owns, occupies or acquires any right, title, or interest in or to the Property is and shall be conclusively deemed to have consented and agreed to the Environmental Restrictions, whether or not any reference to this Deed is contained in the instrument by which such person acquired an interest in the Property.

4. **Beneficiary of Environmental Restrictions.** The Environmental Restrictions are for the benefit of, and shall be enforceable by, Grantor and Grantor’s successors and assigns and Grantee and Grantee’s successors and assigns.

5. **Prohibited Uses.** The Property shall not be used or occupied (if used or occupied at all) for residential purposes, and additionally, no part of the Property shall be used for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church or other place of worship, a park, jail, a juvenile detention center, a hotel, motel, or other lodging facility, zoo, animal shelter, animal treatment or care facility, kennel, horse boarding or riding stable, food processing facility, greenhouse, plant nursery, farm or livestock housing, overnight camping, recreational vehicle park, swimming, fishing, hunting or trapping, dry cleaners or a hospital.

6. **Groundwater Restriction.** No water supply wells of any kind (including, without limitation, water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the Property (collectively, the “**Groundwater Exposure Restriction**”); provided, however, that the Groundwater Exposure Restriction does not prohibit the installation or use of any compliance wells or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of any investigation, remediation or environmental corrective action work on the Property now or in the future.

7. **Excavation of Soils/Materials.** Excavation of any sort shall be performed in a manner consistent with the Occupational Safety and Health Administration’s Hazardous Waste Operations and Emergency Response (HAZWOPER) standard, 29 CFR 1910.120 and 1926.65,

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if and to the extent applicable, and all excavated soil/materials shall be managed in accordance with all applicable Environmental Laws.

8. **Engineered Barrier and Vapor Barrier Protection System.** If required by applicable Environmental Laws or any order issued thereunder, (i) Grantee shall place an engineered barrier on the Property or a portion thereof, and (ii) any building or other improvements constructed on the Property shall have a vapor barrier protection system or other building control technology sufficient to comply with applicable federal, state and other laws and regulations. Grantor shall not be obligated to pay any costs related to such engineered barrier, vapor barrier protection system or other building control technology.

9. **Notice of the Presence of Hazardous Substances.** Prior to the sale, lease or sublease of the Property, the owner, lessor, or sublessor shall, if and to the extent required by applicable Environmental Laws then in effect, give the buyer, lessee or sublessee, as applicable, notice that Hazardous Substances are located on or beneath the Property.

10. **Grantor's Right of Entry to Perform Remediation.** If Grantee should default in any obligation to complete any Remediation for any Hazardous Substances, and if, as a consequence, a Governmental Authority or other Third Party shall notify Grantor that Grantor must undertake any Remediation for any Hazardous Substances, Grantor shall notify Grantee of same, Grantee shall promptly undertake same, and Grantee shall immediately notify the relevant Governmental Authority or Third Party that Grantee shall respond to such notice in the place of Grantor. However, if: (a) Grantee fails to timely or properly undertake and pursue Remediation for any Hazardous Substances or (b) a Governmental Authority or other Third Party insists that Grantor undertake or pursue Remediation for any Hazardous Substances or threatens to impose penalties or other adverse consequences (including damages, litigation, indemnification obligations, attorneys' fees, etc.) on Grantor, then (i) Grantor shall have the right and authority, but not the obligation, to access and enter upon the Property where the Remediation is to be performed and to conduct such activities at Grantee's sole expense and without trespass, and (ii) Grantee shall provide to Grantor (or cause Third Parties to provide to Grantor) a limited license, access agreement or easement agreement allowing Grantor to have access to property owned by Third Parties where the Remediation is to be performed, and Grantor shall have the right, but not the obligation, to conduct such activities at Grantee's sole expense and without trespass; provided, Grantor's access to and entry thereon shall not be deemed either an admission of liability for any Hazardous Substances or a waiver of any reimbursement rights. While on the relevant Property where the Remediation is to be performed, Grantor shall have the right to install, maintain, operate, store, use and remove equipment, including monitoring wells, recovery wells and other assessment or remediation equipment, to remove, remediate, store and test soils and groundwater therefrom and thereon and to otherwise take all actions required to comply with Environmental Laws. Grantor shall exercise its right of entry onto the relevant Property where the Remediation is to be performed in compliance with all Environmental Laws and other Laws (and in accordance with the reasonable safety requirements of Grantee) and in a good and workmanlike manner that does not unreasonably interfere with Grantee's use of the relevant Property where the Remediation is to be performed and Grantor shall provide Grantee, within thirty (30) days of its written request, copies of all correspondence between Grantor and a Governmental Authority or other Third Party regarding Grantor's activities on the relevant Property where the Remediation is to be performed. In the event of and as a condition to a

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subsequent sale, lease or other transfer of the Property, Grantee shall require that Grantee's transferees agree (in a form reasonably satisfactory to Grantor) to the access provisions of this Section 10. Grantee shall not interfere with Grantor's right of entry or actions taken pursuant hereto, and shall cooperate with Grantor in obtaining all permits, consents or approvals necessary for Grantor's actions taken with respect to the Property.

11. **Incorporation into Deeds and Leases.** Without in any way limiting paragraph 3 above, the Environmental Restrictions shall be incorporated by reference in each and every deed and lease for the Property.

12. **Rules of Construction.** As used herein, (i) all references to the term "Property" shall be deemed to be followed by the phrase "or any portion thereof"; (ii) all references to the word "including" shall be deemed to be followed by the phrase ", without limitation, "; and (iii) the term "person" includes natural persons, corporations, partnerships, limited liability companies and any other private or public legal entity.

13. **Severability.** If any term or provision of the Environmental Restrictions is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions shall continue in full force and effect.

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### PLAT ACT AFFIDAVIT (Pursuant to 765 ILCS 205/1)

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )

BP Products North America Inc., the grantor or his/her agent, being duly sworn on oath, states that he/she resides at 150 West Warrenville Road, Naperville, IL 60653

Affiant states that the attached deed is *not* a violation of 765 ILCS 205/1 for reason given below:

- A. The sale or exchange is of **an entire tract of land** not being a part of a larger tract of land and described in the same manner as title was taken by the grantor(s);
- B. One of the following exemptions from 765 ILCS 205/1 (b) applies:
  - 1. The division or subdivision of land is into parcels or tracts of five acres or more in size which does not involved any new streets or easements of access.
  - 2. The division is of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
  - 3. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
  - 4. The conveyance is of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
  - 5. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
  - 6. The conveyance is of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
  - 7. The conveyance is made to correct descriptions in prior conveyances.
  - 8. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcels or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
  - 9. The sale is of a single lot of less than five acres from a larger tract, the dimensions and configurations of said large tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale, prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973 and provided that this exemption does not invalidate any local requirements applicable to the subdivision of land (page 2).
  - 10. The preparation of a plat for wind energy devices under Sec. 10-620 of the Property Tax Code.
  - 11. Other: \_\_\_\_\_

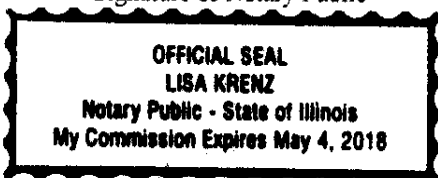
C. The division does not meet any of the above criteria and must have county approval (page 2).  
Legal description prepared by: \_\_\_\_\_

AFFIANT further states that he/she makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, State of Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO before me  
this 26<sup>TH</sup> day of January, 2016.

Lisa Krenz  
Signature of Notary Public

John Chandler  
Signature of Affiant - BP Products North America Inc.  
Name: John Chandler  
Title: Authorized Person



(O'Hare Terminal)

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For exemptions requiring approval:

- Plat officer approval is required and attached.
- Plat officer approval is not required because parcel is located wholly within municipal limits of \_\_\_\_\_, which does not require plat office review.
- Agricultural exemption certificate attached.

\_\_\_\_\_  
Signature of Affiant

For municipal approval:

If the property is located within a municipality (or 1.5 miles of it), local ordinances may apply. If exception 9 is used, it is required that this land division be reviewed and approved by the participating municipality. Each municipality has five (5) business days to review deed(s) and return. If the five-day limit expires, Maps & Plats will process the deed upon proof of date submitted to municipality.

Date submitted to municipality(s) \_\_\_\_\_  Municipality jurisdiction  
 County jurisdiction

Municipality (s) with jurisdiction: \_\_\_\_\_

\_\_\_\_\_  
Planning official's signature      Printed name      Date

\_\_\_\_\_  
Planning official's signature      Printed name      Date

Property of Cook County Clerk's Office