

UNOFFICIAL COPY



2000616145

Doc# 2000616145 Fee \$67.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/06/2020 12:56 PM PG: 1 OF 9

ASSIGNMENT AND CONVEYANCE AGREEMENT
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Lisa Krenz
BP Pipelines (North America) Inc
30 South Wacker Drive, Suite 900
Chicago, IL 60606
331-239-9732

Return Document to: (name, address and phone number)

Lisa Krenz
BP Pipelines (North America) Inc.
30 South Wacker Drive, Suite 900
Chicago, IL 60606
331-239-9732

Grantor:

BP Pipelines (North America) Inc.
30 South Wacker Drive, Suite 900
Chicago, IL 60606

Grantee:

BP Central Pipelines LLC
30 South Wacker Drive, Suite 900
Chicago, IL 60606

Legal Description:

See Schedule A attached hereto.

Property of Cook County Clerk's Office

S N
P 9
S
M
SC Y
E
INT JA

Ok to record *JK*

UNOFFICIAL COPY

Series 4000

STATE OF ILLINOISCOUNTY OF COOK

ASSIGNMENT AND CONVEYANCE AGREEMENT

(Cook County Recorded Agreements)

BP Pipelines (North America) Inc., a Maine Corporation, having an office at 30 South Wacker Drive, Chicago, Illinois 60606 (“*Grantor*”), for and in consideration of the sum of TEN AND NO/DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of Grantor and Grantee, hereby contributes, conveys and assigns to **BP Central Pipelines LLC**, a Delaware limited liability company, having its principal office at c/o BP Pipelines (North America) Inc., 30 South Wacker Drive, Chicago, Illinois 60606 (“*Grantee*”), without any warranties, express or implied, all of Grantor’s rights, title and interests in and to the real property, or leases, easements, rights-of-way, franchises, permits, licenses, and other rights to, or interests in, real property, described on Schedule A hereto, to the extent Grantor is legally able to make such contribution, conveyance and assignment and subject to the terms and conditions of this Assignment and Conveyance Agreement (collectively, the “*Assigned Rights*”); and Grantee does hereby accept such rights, title and interests in their present “AS-IS, WHERE IS, WITH ALL FAULTS” condition, and does hereby assume all of Grantor’s duties and obligations under or relating to such leases, easements, rights-of-way, franchises, permits, licenses and other rights to, or interests in, real property, on the terms and conditions of this Assignment and Conveyance Agreement.

The Assigned Rights, and the contribution, conveyance and assignment of the Assigned Rights under this Assignment and Conveyance Agreement, are subject to (a) the terms and conditions of the leases, easements, rights-of-way, franchises, permits, licenses and other rights to, or interests in, real property listed on said Schedule A, and (b) all easements, covenants, conditions, restrictions, reservations and other matters of record affecting, encumbering or relating to the Assigned Rights.

From time to time, as and when requested by Grantor, Grantee shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take or cause to be taken, all such further or other actions, as Grantor or its successors and permitted assigns may reasonably deem necessary or desirable in order that Grantee can more effectively accept and assume the Assigned Rights contributed, conveyed and assigned by this Assignment and Conveyance Agreement.

This Assignment and Conveyance Agreement is an instrument of transfer and conveyance contemplated by, and is executed and delivered under and subject to, the Contribution Agreement, dated October 25, 2019, with a retroactive effective date as of September 1, 2019 (the “*Contribution Agreement*”), by and between Grantor and Grantee, and nothing contained in this

UNOFFICIAL COPY

Assignment and Conveyance Agreement shall be deemed to modify any of the provisions of the Contribution Agreement or any rights or obligations of Grantor or Grantee under the Contribution Agreement. In the event of a conflict between the terms and provisions of this Assignment and Conveyance Agreement and the terms and provisions of the Contribution Agreement, the Contribution Agreement shall govern and control.

This Assignment and Conveyance Agreement shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective successors and permitted assigns.

This Assignment and Conveyance Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois, excluding any choice or conflict of laws rules that may direct the application of the laws of another jurisdiction. All actions or proceedings between Grantor and Grantee related to or arising under this Assignment and Conveyance Agreement shall be litigated or resolved in accordance with Section 5.6 of the Contribution Agreement, which is incorporated by reference herein *mutatis mutandis*.

This Assignment and Conveyance Agreement may be executed in any number of counterparts (including by means of email or a portable document format (.pdf) signature page) with the same effect as if each of Grantor and Grantee had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

Whenever possible, each provision of this Assignment and Conveyance Agreement shall be interpreted in such manner as to be valid and effective under applicable law, but if any provision of this Assignment and Conveyance Agreement or the application of any such provision are held by any court of competent jurisdiction to contravene, or to be invalid or unenforceable under, the laws of any political body having jurisdiction over the subject matter hereof, such contravention, invalidity or unenforceability shall not invalidate the entire Assignment and Conveyance Agreement or any other provision hereof. Instead, this Assignment and Conveyance Agreement shall be construed as if it did not contain the particular provision or provisions held to be in contravention, invalid or unenforceable and each of Grantor and Grantee shall negotiate in good faith to modify this Assignment and Conveyance Agreement so as to give effect to the original intention of each of Grantor and Grantee as closely as possible in a mutually acceptable manner in order that the transactions hereby be consummated as originally contemplated by this Assignment and Conveyance Agreement at the time of execution of this Assignment and Conveyance Agreement to the greatest extent possible.

Notwithstanding the date of execution, this Assignment and Conveyance Agreement shall be deemed effective as of September 1, 2019.

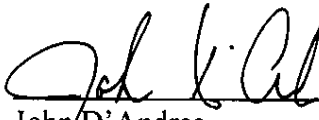
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

UNOFFICIAL COPY

Grantor and Grantee execute this Assignment and Conveyance Agreement this 25th day of October, 2019, with a retroactive effective date as of September 1, 2019.

GRANTOR:

**BP Pipelines (North America) Inc.,
a Maine corporation**

By: 
Name: John D'Andrea
Its: Vice President

* * *

(ACKNOWLEDGMENT)

STATE OF ILLINOIS

§
§
§
§

COUNTY OF COOK

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of October, 2019, within my jurisdiction, the within named who acknowledged that he is Vice President of BP Pipelines (North America) Inc., a Maine Corporation, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing Assignment and Conveyance Agreement, after first having been duly authorized by said corporation to do so.


Notary Public

My Commission Expires: _____

[AFFIX NOTARIAL SEAL]



UNOFFICIAL COPY

GRANTEE:

BP Central Pipelines LLC

By: BP Pipelines (North America) Inc., its sole member

By: Gerald J. Maref
Name: Gerald J. Maref
Title: President

(ACKNOWLEDGMENT)

STATE OF ILLINOIS §
 §
 §
COUNTY OF COOK §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of October, 2019, within my jurisdiction, the within named who acknowledged that he is President of BP Pipelines (North America) Inc., the sole managing member of BP Central Pipelines LLC, a Delaware limited liability company, and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing Assignment and Conveyance Agreement, after first having been duly authorized by said corporation to do so.

Lisa Krenz
Notary Public

My Commission Expires: _____

[AFFIX NOTARIAL SEAL]



UNOFFICIAL COPY

SCHEDULE A

Series #	Line #	Fee / Lease #	Original Grantor	Original Grantee	Agreement Type	Effective Date	Book	Page	Document #	Location/Legal Description
4000	0072		ALLEN GRACE M ALLEN WILLIAM J BLAKE INA K	STANDARD OIL COMPANY	RIGHT OF WAY/EASEMENT	02/07/1947	41998	248		#33203000280000 21706 Glenwood Dyer Rd, Lynwood, IL USA/Illinois/Cook T035 - R015: SEC 020 Mets & Bound: THE NORTH 330.50 FEET OF THE SOUTH 650.50 FEET OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15 EAST, COOK COUNTY, ILLINOIS
4000	0073		CONSOLIDATED RAIL CORPORATION	AMOCO OIL COMPANY	RIGHT OF WAY/EASEMENT	01/25/1994			94399247	#3329500001 0000 No Street Address USA/Illinois/Cook T035 - R015: SEC 029 Mets & Bound: THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 15 EAST, COOK COUNTY, ILLINOIS
4000	0075		PETERS CHARLES PETERS HATTIE	STANDARD OIL COMPANY	RIGHT OF WAY/EASEMENT	08/21/1946	671	154		#33291000230000 3437 Sauk Trl, Lynwood, IL USA/Illinois/Cook T035 - R015: SEC 029 Mets & Bound: WEST 37.5 ACRES OF WEST HALF OF NORTHWEST 1/4, EXCEPT RIGHT OF WAY OF MICHIGAN CENTRAL RAILROAD COMPANY AND ELGIN JOLIET AND EASTERN RAILWAY COMPANY AS LOCATED THROUGH THE SAID NORTHWEST 1/4, SECTION 29, TOWNSHIP 35 NORTH, RANGE 15 EAST, COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Series #	Line #	Fee / Lease #	Original Grantor	Original Grantee	Agreement Type	Effective Date	Book	Page	Document #	Location/Legal Description
4000	0076		BUKOVAC DOROTHY BUKOVAC JOSEPH	STANDARD OIL COMPANY	RIGHT OF WAY/EASEMENT	01/06/1947	41972	382		#33302010080000 21936 Burrham Ave, Sauk Village, IL USA/illinois/Cook T035N - R015E: SEC 030 Meres & Bound: EAST 1/2 OF THE NORTHEAST 1/4 EXCEPT THAT PART THEREOF CONVEYED TO THE OSWEGO AND INDIANA PLANK ROAD COMPANY, ALSO EXCEPT THAT PART OF THEREOF CONVEYED TO ELGIN JOLIET AND EASTERN RAILROAD COMPANY, ALSO EXCEPT THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND ALSO EXCEPT THE SOUTH 132 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 ALL LOCATED IN SECTION 30, TOWNSHIP 35 NORTHEAST, RANGE 15 EAST, COOK COUNTY, ILLINOIS
4000	0077		LIVE STOCK NATIONAL BANK OF CHICAGO	STANDARD OIL COMPANY	RIGHT OF WAY/EASEMENT	12/13/1946	41906	306	13997689	#33302000070000 2906 Sauk Trl, Chicago Heights, IL USA/illinois/Cook T035 - R015: SEC 030 Meres & Bound: ALL THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 15, COOK COUNTY, ILLINOIS
4000	0079		MATSON ALFRED E MATSON LOIS I	STANDARD OIL COMPANY	RIGHT OF WAY/EASEMENT	12/03/1946	41761	452	13964830	#33302000050000 2915 Sauk Trl, Chicago Heights, IL USA/illinois/Cook T035 - R015: SEC 030 Meres & Bound: ALL THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 LYING SOUTH OF CENTER LINE OF THE OLD LINCOLN HIGHWAY IN SECTION 30, TOWNSHIP 35 NORTH, RANGE 15 EAST, COOK COUNTY, ILLINOIS

UNOFFICIAL COPY

Series #	Line #	Fee / Lease #	Original Grantor	Original Grantee	Agreement Type	Effective Date	Book	Page	Document #	Location/Legal Description
4000	0083		REICHERT HELEN REICHERT WILLIAM	STANDARD OIL COMPANY	RIGHT OF WAY/EASEMENT	12/04/1948	41761	450	13964829	#32362010030000 2600 223rd St, Sauk Village, IL USA/illinois/Cook T035 - R014: SEC 036 Mates & Bound: THE SOUTH 16.5 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4; THE NORTH 63.5 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 (EXCEPT THE WEST 642 FEET OF THE NORTH 805.6 FEET); ALSO THE EAST 18 ACRES OF THE SOUTH 68 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 (EXCEPT THAT PART NORTH OF THE LINE 805.6 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); ALSO THE NORTHEAST 1/4 (EXCEPT THE NORTHEAST 1/4 THEREOF, ALSO EXCEPT THE SOUTH 30 FEET OF THE EAST 82 RODS THEREOF), ALL IN SECTION 36, TOWNSHIP 35 NORTH, RANGE 14 EAST, COOK COUNTY, ILLINOIS
4000	0083		STANDARD OIL COMPANY	REICHERT WILLIAM REICHERT HELEN	PARTIAL RELEASE	10/08/1958	56760	240	17 366 950	#32362010030000 2600 223rd St, Sauk Village, IL USA/illinois/Cook T035 - R014: SEC 036 Mates & Bound: A 100 FOOT STRIP IN THE NORTH 1/2 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 14 EAST, COOK COUNTY, ILLINOIS
4000	0080		KALVELAGE CARRIE J KALVELAGE OTTO F	STANOLIND PIPE LINE COMPANY	RIGHT OF WAY/EASEMENT	07/20/1948	41974	332	13998306	#33304000010000 2730 Sauk Tr, Sauk Village, IL USA/illinois/Cook Mates & Bound: THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 15 EAST, COOK COUNTY, ILLINOIS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Series #	Line #	Fee / Lease #	Original Grantor	Original Grantee	Agreement Type	Effective Date	Book	Page	Document #	Location/Legal Description
000	0085		BUTZ ALICE J BUTZ HERBERT R	STANDARD OIL COMPANY	RIGHT OF WAY/EASEMENT	01/19/1947	226	480	1154585	#32354010090000 1485 E 231st St, Steger, IL USA/Illinois/Cook T035 - R014: SEC 035 Meres & Bound: THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, ALSO THE WEST 1/2 OF THE SOUTHEAST 1/4; ALSO THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 ALL LOCATED IN SECTION 35, TOWNSHIP 35 NORTH, RANGE 14 EAST, COOK COUNTY, ILLINOIS