

UNOFFICIAL COPY

Doc#: 2307340124 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/14/2023 01:35 PM Pg: 1 of 5

THIS INSTRUMENT WAS
PREPARED BY AND AFTER
RECORDING SHOULD BE
RETURNED TO:

Tesoro Refining & Marketing LLC
539 South Main Street
Findlay, OH 45840
C/o Corporate Real Estate

Property Address:
4401 N. Harlem Avenue
Norridge, IL 60656

Tax Identification Number(s):
13-18-114-059-0000

This space reserved for Recorder's use only.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of January 26, 2023 (the "Effective Date") by and between BP PRODUCTS NORTH AMERICA INC., a Maryland corporation ("Assignor"), and TESORO REFINING & MARKETING LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor executed that certain Quit Claim Deed dated as of October 20, 2006 and recorded in the Office of the Cook County Recorder of Deeds on November 14, 2006 as Document Number 0631845047 (the "Quit Claim Deed"), which Quit Claim Deed conveyed that certain property located at 4401 N. Harlem Avenue, Norridge, Illinois 60656 and legally described on Exhibit A attached hereto the "Property");

WHEREAS, pursuant and subject to the terms of the Quit Claim Deed, Assignor, as Grantor, retains certain rights in connection with the Property;

WHEREAS, Assignor and Assignee have entered into that certain Settlement Agreement and Release dated January 26, 2023 (the "Settlement Agreement");

WHEREAS, pursuant to the Settlement Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest under the Quit Claim Deed, and Assignee has agreed to assume all of the rights and obligations associated therewith, all as set forth in this Assignment;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee hereto agree as follows:

1. The foregoing recitals are hereby incorporated by reference into the body of this Assignment as if fully set forth herein.

UNOFFICIAL COPY

2. Assignor hereby assigns unto Assignee all of Assignor's right, title, and interest under, in and to the Quit Claim Deed, and Assignee hereby accepts such assignment and assumes all rights, claims, and obligations of Assignor under the Quit Claim Deed from and after the Effective Date.

3. This Assignment is subject to the terms and conditions set forth in the Settlement Agreement. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Settlement Agreement, or modify or waive any rights or obligations of the parties thereunder. In the event of any conflict or inconsistency between the terms of the Settlement Agreement and the terms of this Assignment, the terms of the Settlement Agreement shall control and govern.

4. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and permitted assigns.

5. Any dispute under, concerning, or related in any way to this Assignment shall be governed and resolved in accordance with the terms of Section 19 of that certain Purchase and Sale Agreement dated August 8, 2012 between BP West Coast Products LLC and ARCO Midcon LLC (and affiliates), and Tesoro Refining and Marketing Company LLC.

6. This Assignment may be executed in separate counterparts, which, together, shall constitute one and the same fully executed Assignment.

[Rest of page intentionally blank – Signature page follows]

UNOFFICIAL COPY

EXHIBIT A

Legal Description

LOTS 20 TO 24, BOTH INCLUSIVE, IN BLOCK 3 IN HARLEM AVENUE HIGHLANDS SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT FOR SUBDIVISION REGISTERED ON MAY 21, 1924 AS DOCUMENT LR-218257, EXCEPTING THEREFROM THAT PART OF SAID LOTS 23 AND 24 IN BLOCK 3 CONDEMNED FOR ROAD PURPOSES TO THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS, FOR AND ON BEHALF OF THE PEOPLE OF THE STATE OF ILLINOIS IN CASE NO. 99L50573, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF MONTROSE AVENUE AND THE EAST RIGHT OF WAY LINE OF FAP 848 (ILLINOIS 43) HARLEM AVENUE; THENCE ALONG AN ASSUMED BEARING NORTH 00 DEGREES 06 MINUTES 19 SECONDS EAST ALONG SAID EAST RIGHT OF WAY 10.668 METERS (35.00 FEET); THENCE SOUTH 29 DEGREES 52 MINUTES 49 SECONDS EAST, 12.196 METERS (40.02 FEET) TO A POINT ON SAID NORTH LINE OF MONTROSE AVENUE; THENCE SOUTH 89 DEGREES 07 MINUTES 12 SECONDS WEST ALONG SAID NORTH LINE, 6.096 METERS (20.00 FEET) TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office