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89112208

QUITCLAIM DEED

70-86-104 DE Call

The Grantor, CITY OF CHICAGO, a Municipal Corporation of the State of Illinois, (hereinafter referred to as the "Grantor") for and in consideration of SEVENTY TWO THOUSAND SIX HUNDRED SEVEN AND 20/100 DOLLARS (\$72,607.20) conveys and Quitclaims, pursuant to ordinance adopted November 5, 1986 to SAFETY-KLEEN CORP., a Wisconsin Corporation, (hereinafter referred to as the "Grantee") all interest and title of the Grantor in the following described real property (hereinafter referred to as the "Property"):

\$1.60

A PARCEL OF LAND, COMPRISED OF LOTS 1, 2, 3, 4, 5 AND 6 AND THE CURVED STRIP OR PARCEL OF LAND LYING NORTH EAST OF AND ADJOINING SAID LOTS 1, 2, 3, 4 AND 5 AND LYING SOUTH WEST OF AND ADJOINING SAID LOT 6, ALL IN BLOCK 3 IN PACKER'S THIRD ADDITION, BEING A SUBDIVISION OF THAT PART LYING BETWEEN PACKER'S ADDITION AND PACKER'S SECOND ADDITION, OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOTS 1 THROUGH 6, AND CURVED STRIP LYING NORTH OF A LINE WHICH IS 140.50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE, AND SAID NORTH LINE EXTENDED, OF BLOCK 3 IN PACKER'S THIRD ADDITION, AFORESAID; ALSO EXCEPT THAT PART OF LOT 1 DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF BLOCK 3 AFORESAID, WHICH POINT IS 254.70 FEET WEST FROM THE SOUTH EAST CORNER THEREOF AND RUNNING THENCE NORTH ALONG A STRAIGHT LINE, WHOSE NORTH TERMINUS IS A POINT 140.50 FEET, MEASURED ALONG SAID LINE EXTENDED, SOUTH FROM THE NORTH LINE OF SAID BLOCK 3 AND 251.60 FEET, MEASURED ALONG A LINE PARALLEL WITH THE NORTH LINE OF BLOCK 3, WEST FROM THE EAST LINE OF BLOCK 3 AFORESAID, A DISTANCE OF 150.00; THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 138.39 FEET, TO AN INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF BLOCK 2 IN PACKER'S SECOND ADDITION, DISTANT 109.01 FEET WEST FROM THE NORTH EAST CORNER THEREOF, TO A POINT ON THE SOUTH LINE OF SAID BLOCK 2, 110.63 FEET WEST FROM THE SOUTH EAST CORNER THEREOF; SAID INTERSECTION BEING 151.00 FEET, MEASURED ALONG SAID LAST DESCRIBED STRAIGHT LINE, NORTH FROM THE SOUTH LINE OF SAID BLOCK 2; THENCE SOUTH ALONG SAID LAST DESCRIBED STRAIGHT LINE A DISTANCE OF 151.00 FEET TO THE SOUTH LINE OF SAID BLOCK 2 AND THENCE EAST ALONG THE SOUTH LINE OF BLOCK 2 AND ALONG THE SOUTH LINE OF BLOCK 3 AFORESAID, A DISTANCE OF 139.08 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

Commonly known as:

1400-26 Private Street No. 3, Chicago, Illinois.

Permanent Index Number(s):

20-05-108-010-0000,
20-05-103-020-0000.

EXEMPT UNDER PROVISIONS OF PARAGRAPH
.....b..... SEC. 200.1-2 (B-6) OR PARA-
GRAPH SEC. 200.1-4 (D) OF THE
CHICAGO TRANSFER TAX ORDINANCE.

3-14-89

DATE BUYER, SELLER, REPRESENTATIVE

Section 4
Buyer, Seller or Representative
[Signature]

Date
3-14-89

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first land disposition in the 43rd-Racine project area. The covenants and agreements contained in covenants numbered **SECOND**, **THIRD** and **FOURTH** shall terminate on the date the Grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered **SECOND** shall in no way be construed to release the Grantee from its obligation to pay real estate taxes and assessments on the Property or any part thereof. The covenant numbered **FIFTH** shall remain in effect without any limitation as to time.

In the event that subsequent to the conveyance of the Property or any part thereof and prior to delivery of a Certificate of Completion by the Grantor, the Grantee defaults in or breaches any of the terms or conditions of the Agreement which have not been cured or remedied within the period and in the manner provided for in the Agreement, the Grantor may re-enter and take possession of the Property and terminate the estate conveyed by this Quitclaim Deed, and such title, rights and interests of the Grantee, or any assigns or successors in interest, to and in the Property shall revert to the Grantor. Said right of re-entry by the Grantor upon the happening of an event subsequent to the conveyance shall terminate upon the issuance of a Certificate of Completion by the Grantor.

Notwithstanding any of the provisions of this Quitclaim Deed, including but not limited to those which are intended to be covenants running with the land, the holder of any mortgage or trust deed or a holder who obtains title to the Property as a result of foreclosure of such mortgage or trust deed shall not be obligated by the provisions of this Quitclaim Deed to construct or complete the construction of the improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in this Quitclaim Deed be construed to so obligate such holder. Nothing in this Section or any Section or provisions of this Quitclaim Deed shall be construed to permit any such holder to devote the Property or any part thereof to a use or to construct improvements thereon other than those permitted in the 43rd-Racine Redevelopment Plan and the Agreement.

For purposes of the foregoing paragraph a holder of any mortgage or trust deed does not include a party who acquires title to the Property from or through such holder, or a purchaser at a foreclosure sale other than the holder of the mortgage which is the subject of such foreclosure proceeding.

In the event the Grantee wishes to make any changes in regard to the Property's use, such change and respective plans and specifications must be approved in writing by the Department of Economic Development.

Promptly after the completion of the improvements in accordance with the approved plans and specifications, the Grantor will furnish the Grantee with an appropriate instrument so certifying in accordance with the terms of the Agreement (the "Certificate of Completion"). The Certificate of Completion shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in this Quitclaim Deed with respect to the construction of the improvements and the dates for beginning and completion thereof; provided, that, if any governmental agency is involved in the financing of the redevelopment and shall have determined that all buildings constituting a part of the improvements being financed are substantially completed in accordance with the approved plans and

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specifications and if, the other agreements and covenants obligating the Grantee in respect to the construction and completion have been fully satisfied, the Grantor shall forthwith issue its Certificate of Completion.


The Certificate of Completion shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If the Grantor shall refuse or fail to provide the Certificate of Completion, the Grantor shall, within forty-five (45) days after written request by the Grantee, provide the Grantee with a written statement indicating in adequate detail what acts or measures will be necessary in the opinion of the Grantor, for the Grantee to take or perform in order to obtain the Certificate of Completion.

The Grantor certifies that all conditions precedent to the valid execution and delivery of this Quitclaim Deed in its part have been complied with and all things necessary to constitute the Quitclaim Deed, a valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Quitclaim Deed on its part have been and are in all respects authorized in accordance with the law.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto duly affixed and attested, by the Mayor and by the City Clerk, on or as of the 2nd day of November, 1988.

CITY OF CHICAGO

By:


EUGENE SAWYER, ACTING MAYOR

ATTEST:


WALTER S. KOZUBOWSKI, CITY CLERK

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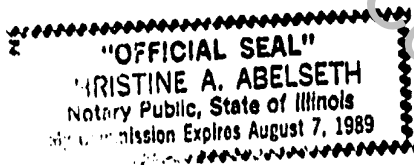
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, MARISTINE A. ABELSETH, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WALTER S. KOZUBOWSKI, personally known to me to be the City Clerk of the City of Chicago, a municipal corporation, and 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 being first duly sworn by me acknowledged that as Clerk, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3 day of December, 1988.



Maristine Abelseth
NOTARY PUBLIC

89112208

(S E A L)

My commission expires _____.

This instrument was prepared by:

Maria E. Urgell
Assistant Corporation Counsel
Room 511, City Hall
121 N. LaSalle Street
Chicago, Illinois 60602
Telephone: 744-6933

1989 MAR 14 PM 2 53

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15.00

MAIL TO:
KAREN JOHNSON
SAFETY-KLEEN CORP.
777 BIG TIMBER RD.
ELGIN, IL. 60123

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