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Recording Requested by and when recorded mail to:
Union Oil Company of California
P. O. Box 7600
Los Angeles, CA 90051
Attention: KAREN BRUTON



DEPT-01 RECORDING

\$27.50

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COOK COUNTY RECORDER

DECLARATION OF DISCLOSURE (APPLICABLE CONTAMINATION DISCOVERED PRIOR TO ESCROW)

This Declaration of Disclosure is made this 3rd day of August, 1993, by S & S Petroleum Products, an Illinois general partnership ("Buyer").

RECITALS

A. Buyer and Union Oil Company of California, a California corporation ("Company") entered into an Agreement for Sale of Real Property and Escrow Instructions, dated as of 20 May, 1993 (to the extent as appropriate: as amended on 1/11) (the "Agreement"), pursuant to which Buyer acquired certain real property from Company as described in Exhibit "1" attached hereto, which real property described in Exhibit "1" is hereinafter referred to as the "Property."

B. Pursuant to the provisions of the Agreement, Company provided Buyer with certain environmental information concerning the Property, and Buyer had an opportunity to investigate the Property.

C. Prior to entering into an agreement with Buyer, Company discovered certain "Applicable Contamination," as defined below in amounts or concentrations exceeding the guidelines of any governmental agency or agencies with jurisdiction (the "Guidelines"). Company remediated the Property to obtain levels of Applicable Contamination which are acceptable pursuant to the now-applicable Guidelines.

D. The word "Contamination," as used herein, shall mean any hazardous or toxic material, substance, chemical or waste, contaminant, emission, discharge or pollutant or comparable material listed, identified or regulated pursuant to any federal, state or local law, ordinance or regulation which has as a purpose the protection of health, safety or the environment, including but not limited to petroleum or petroleum products or wastes derived therefrom. The term "Applicable Contamination," as used herein, shall mean any contamination which resulted during Company's ownership of the Property from Company's products or Company's use of the Property as a facility for motor fuel storage and dispensing.

NOW THEREFORE, in consideration of value, the receipt and sufficiency of which are hereby acknowledged, Buyer, for itself and for each subsequent owner of the Property as described hereinafter, hereby declares as follows:

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1. Buyer, on behalf of itself and its parent, subsidiary and affiliated companies; their respective agents, employees, officers, shareholders and directors; their respective guardians, trustees, executors and administrators; and their respective successors and assigns and any other subsequent owner of any interest whatsoever and however acquired in the Property (individually and collectively, the "Successor Group") acknowledges that the Property has been used, among other uses, for motor fuel storage and dispensing, and that underground tanks were located thereon.

2. Buyer on behalf of itself and the Successor Group, also acknowledges that Company has remediated any Applicable Contamination found on or within the Property, to comply with all current Guidelines.

3. Buyer further acknowledges, on behalf of itself and the Successor Group, that this Declaration is for notification purposes only, and that:

(a) The disclosures contained herein create no rights in Buyer, any member of the Successor Group or any third party;

(b) The disclosures contained herein are not a representation or warranty by Company that the Property contains no Contamination or Applicable Contamination;

(c) This Declaration is not an indemnity by Company of Buyer, any member of the Successor Group or any third party regarding any environmental or other matter concerning the Property; and

(d) This Declaration is not an admission on the part of Company as to the existence of any Contamination or Applicable Contamination on the Property, and no rights against Company are created by this Declaration.

4. This instrument shall be deemed to be delivered to Company concurrently with the delivery by Company of the deed to the Property pursuant to the provisions of the Agreement.

5. As used herein, the plural shall include the singular.

6. This instrument shall be governed and construed pursuant to the laws of the State of Illinois.

S & S PETROLEUM PRODUCTS

By *Alte Anest*

Title *General Partner*

Attach Appropriate Jurats

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State of Illinois)

County of Lake)

The foregoing instrument was acknowledged before me this 3rd day
of August 1993 by Peter Linest, partner on behalf of S & S
Petroleum Products, a partnership.

Given under my hand and official seal, this 3rd day of August
1993.

My commission expires 8/24 1997.

Michael J. McMillin
Notary Public

Property of Cook County Clerk's Office

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#51-9064-299
7350 Barrington Road
Hanover Park, IL

PIN #06-25-403-018

EXHIBIT "1"

DESCRIPTION OF THE PROPERTY

Lot 51-B in Hanover Gardens Subdivision, a subdivision in Section 25, Township 41 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded July 19, 1962 as document 18537907 in Cook County, Illinois, also described as follows:

BEGINNING at an iron rod which is located in the intersection of the South Westerly right of way line of Irving Park Road, an existing 100 foot right of way line and the West right of way line of Barrington Road, an existing 100 foot right of way; thence South along the West right of way line of Barrington Road 175.0 feet to an iron pipe, thence Westerly on a line which forms an interior angle of 90° 140.0 feet to an iron pipe, thence Southerly on a line which forms an exterior angle of 90° 46.58 feet to an iron pipe, thence North Westerly on a line which forms an interior angle of 60° 15 minutes 163.10 feet to an iron pipe, thence North Easterly on a line which forms an interior angle of 90° 246.71 feet to an iron rod at the Southerly right of way line of Irving Park Road, thence South Easterly along the Southerly right of way line of Irving Park Road a distance of 175.0 feet on a curve to the left, the radius of which is 2,250.0 feet to the place of beginning, being shown and delineated on Plat of survey prepared by Henry A. Ekdahl and Associates Land Surveyors and Engineers dated September 4, 1962 in Cook County, Illinois.

EXCEPT THAT PART HEREIN DESCRIBED:

That part of Lot 51-B in Hanover Gardens Subdivision, a subdivision in Section 25, Township 41 North, Range 9, East of Third Principal Meridian, according to the Plat thereof recorded July 19, 1962 as Document No. 18, 537, 907 in Cook County, Illinois described as follows:

BEGINNING at the Northeast corner of said Lot 51-B; thence Southward along the East line of said Lot 51-B, being the one West line of Barrington Road, $S 00^{\circ} 00' 12" E$, a distance of 5.04 feet; thence $N 47^{\circ} 22' 50" W$, a distance of 13.59 feet to a point of the Northerly line of said Lot 51-B, being the Southerly line of Irving Park Road; thence Southeasterly along the said Southerly line, being a curved line convexed to the Southwest, of 2322.10 feet in radius, for an arc length of 10.83 feet to the POINT OF BEGINNING, all being a part of Hanover Gardens, a Subdivision of part of the Southeast Quarter of Section 25, Township 41 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois, and containing an area of 25.2 square feet.