

UNOFFICIAL COPY

02/16

00105246

Property of Cook County Clerk's Office

DATE MARCH 8, 1994

SALE AND PURCHASE AGREEMENT

DONALD F. SCHROUD

WITH

DEPT-01 RECORDING 14:48:00
LTV STEEL COMPANY, INC.
94-94-256106

94256106

UNOFFICIAL COPY

(i)

1.	SALE AND PURCHASE.....	1
2.	PURCHASE PRICE.....	2
3.	REPRESENTATIONS AND WARRANTIES.....	3
4.	CONDITIONS PRECEDENT TO CLOSING.....	5
5.	CLOSING.....	6
6.	PERMITTED ENCUMBRANCES; TITLE INSURANCE; OBJECTIONS TO TITLE.....	7
7.	DEFAULT; FAILURE TO CLOSE.....	9
8.	PROBATION.....	10
9.	EXPENSES OF SELLER.....	12
10.	EXPENSES OF PURCHASER.....	12
11.	BROKER.....	13
12.	INSPECTION OF REAL PROPERTY; CONFIDENTIALITY.....	13
13.	ACKNOWLEDGMENT OF THE CURRENT CONDITION OF PORTIONS OF THE REAL PROPERTY.....	15
14.	COMPLETION OF LANDFILL CLOSURE PLAN.....	16
15.	REQUIREMENT FOR AND LIMITATIONS ON USE OF THE AFFECTED REAL PROPERTY.....	17
16.	ENVIRONMENTAL MATTERS GENERALLY, WAIVER AND INDEMNIFICATION.....	17
17.	DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.....	21
18.	CONDEMNATION.....	22
19.	NOTICES.....	23
20.	BINDING EFFECT; ASSIGNMENT.....	23
21.	ENTIRE AGREEMENT.....	24
22.	GOVERNING LAW.....	24
23.	SURVIVAL OF PROVISIONS.....	24

TABLE OF CONTENTS

90135246

UNOFFICIAL COPY

90755246

(11)

REAL PROPERTY	A.
QUITCLAIM DEED	B.
IRPTA STATEMENT	B-1.
TITLE COMMITMENT	C.
CERTAIN TITLE OBJECTIONS	C-1.
ALTA STATEMENT	C-2.
BROKER'S AFFIDAVIT	C-3.
PLAT ACT AFFIDAVIT	C-4.
CERTAIN ENVIRONMENTAL CONDITIONS	D.
LANDFILL CLOSURE PLAN	D-1.
CLOSURE ESCROW AGREEMENT	E.

EXHIBITS

Property of Cook County Clerk's Office

UNOFFICIAL COPY

001000165

(a) On the terms and subject to the conditions set forth in this Agreement, Seller shall sell and convey to Purchaser and Purchaser agrees to purchase and acquire from Seller, on the Closing Date (as defined in Section 5 hereof),

1. SALE AND PURCHASE.

hereto agree as follows:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth herein, the parties

purchaser desires to purchase from Seller, such property.

WHEREAS, subject to the terms and conditions set forth in this Agreement, Seller desires to sell to Purchaser, and

WHEREAS, Seller is the owner of certain real property in the City of Chicago, Cook County, Illinois; and

W I T N E S S E T H

Nominee, an individual ("Purchaser").

Jersey corporation ("Seller") and DONALD F. SCHROUD, as

March, 1994 by and between LTV STEEL COMPANY, INC., a New

THIS AGREEMENT is made and entered into on the 8th day of

SALE AND PURCHASE AGREEMENT

UNOFFICIAL COPY

all right, title and interest of Seller in and to the real property designated on the drawing attached hereto as Exhibit A, comprising 212 acres, more or less, together with all appurtenances pertaining thereto, situated in the City of Chicago Cook County, Illinois (the "Real Property").

(b) The Real Property will be sold by Seller to Purchaser pursuant to a Quitclaim Deed in substantially the form annexed hereto as Exhibit B (the "Deed").

2. PURCHASE PRICE. Purchaser shall pay to Seller as the purchase price for the Real Property the sum of Fifty Thousand Dollars (\$50,000) (the "Purchase Price"). The Purchase Price shall be payable as follows:

(a) upon the execution of this Agreement, \$10,000.00 shall be deposited as earnest money (the "Earnest Money") in an interest bearing account with Chicago Title Insurance Company (the "Escrow Agent"). The interest earned on the Earnest Money shall be deemed to have been earned by Purchaser for income tax purposes, but shall be added to and become a part of the Earnest Money; and

(b) at the Closing (as defined in Section 5 hereof), the Purchase Price, adjusted for any prorations to be made at

9010000000

UNOFFICIAL COPY

knowledge, which are pending or threatened against Seller any type which have been instituted or, to the best of Seller's administrative actions or examinations, claims or demands of there are no condemnation or judicial proceedings, including the Exhibits hereto, as of the date of this Agreement Safety Liability, or as otherwise disclosed in this Agreement, (ii) Except for any Environmental, Health and prior written consent. Real Property, become bound without Purchaser's express and consequence of entering into this Agreement or purchasing the required to assume or pay or to which Purchaser may, as a Purchaser, as prospective owner of the Real Property, will be of any nature, written or oral, formal or informal, which agreements, leases, licenses, invoices, bills or understandings including the Exhibits hereto, there are no contracts, otherwise disclosed in or permitted by this Agreement, environmental matters affecting the Real Property, or as (i) As of the date of this Agreement, other than (a) Seller represents and warrants to Purchaser that

3. REPRESENTATIONS AND WARRANTIES.

or by wire transfer to an account designated by Seller. to the order of Seller or Escrow Agent, as Seller shall direct, available United States funds by certified or cashier's check amount of the Earnest Money, shall be paid in immediately or prior to the Closing as provided in Section 8, less the

UNOFFICIAL COPY

90143046

Agreement and perform Purchaser's obligations hereunder.

authority, financial and otherwise, to enter into this
(ii) Purchaser has all necessary right, power and

person for whom Purchaser acts as Nominee) is a party.
contract, agreement or instrument to which Purchaser (or any
be done by Purchaser under this Agreement violates any
(i) Neither this Agreement nor anything required to
(b) Purchaser represents and warrants to Seller that

will have, been duly authorized and empowered to do so.
Agreement; and the person(s) executing this Agreement have, or
make the transfer and assignments contemplated by this
authority to enter into this Agreement, consummate the sale and
Closing Date, all necessary corporate right, power and
(iv) Seller has or will have, on or prior to the

consent of any party which has not been obtained.
Property contemplated under this Agreement does not require the
Property, and the sale, conveyance or assignment of the Real
or, to the best of Seller's knowledge, which affects the Real
contract, agreement or instrument to which Seller is a party
provided to be done by Seller under this Agreement violates any
(iii) Neither this Agreement nor anything

Property.

pertaining to the Real Property, or any part of the Real

UNOFFICIAL COPY

94202016

4. CONDITIONS PRECEDENT TO CLOSING.

(a) The obligations of Seller set forth in this Agreement are subject to receipt by Seller, on or prior to the Closing Date, of the Purchase Price in accordance with the terms of this Agreement.

(b) The obligations of Purchaser set forth in this Agreement are subject to receipt by Purchaser, on or prior to the Closing Date, of

(i) the deed, duly executed and acknowledged by Seller, conveying the Real Property to Purchaser subject only to the Permitted Exceptions set forth in Section 6 below;

(ii) a certification as to Seller's non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1986;

(iii) evidence of deposit by Seller, with the Closure Escrow Trustee and pursuant to the Closure Escrow Agreement, of the Closure Escrow Deposit (all as defined in Section 14 hereof);

(iv) a resolution of Seller's Board of Directors authorizing this transaction; and

(v) an Environmental Disclosure Document for Transfer of Real Property ("Environmental Disclosure") complying with the provisions of the Illinois Responsible Property Transfer Act of 1988 ("IRPTA") and in form for recording and substantially in the form attached hereto as

UNOFFICIAL COPY

close as soon as practicable after the receipt of such request.
hereunder. At Purchaser's request, Seller shall attempt to
Time shall be of the essence as to any date of performance
and Purchaser shall have agreed in writing to a later date.
shall the Closing Date be later than June 1, 1994 unless Seller
upon between the parties (the "Closing Date"), but in no event
shall occur at a place, time and date to be mutually agreed
transactions contemplated in this Agreement (the "Closing")
Property to Purchaser at the Closing. Closing of the
forth herein. Seller shall deliver possession of the Real
5. CLOSING. Subject to the terms and conditions set

the transactions contemplated by this Agreement.
in such manner, as either may reasonably request to accomplish
documents or instruments, and shall cooperate with each other
other at or prior to closing such additional or further items,
(d) Seller and Purchaser shall each provide to the

Agreement.
Purchaser, and the Closure Escrow Trustee, of the Closure Escrow
forth in this Agreement are subject to the execution by Seller,
(c) The obligations of Seller and Purchaser set

Environmental Disclosure prior to the Closing Date.
hereby waive any requirement for delivery or recording of the
Exhibit B-1, provided, however, that Seller and Purchaser

UNOFFICIAL COPY

irrevocably waived by Purchaser of its right to make any Title give such notice within such time shall constitute an

Purchaser's first having actual knowledge thereof. Failure to

"Title Objection") not later than fifteen days after

defect or encumbrance which is unacceptable to Purchaser (a

Purchaser may give Seller written notice of such alleged title

or encumbrance other than any which is not a Title Objection,

hereof and prior to Closing contains any alleged title defect

to the Commitment which Purchaser may obtain after the date

(c) If any supplemental or "downdated" endorsement

commitment (the "Commitment") is annexed hereto as Exhibit "C".

Seller's sole cost and expense. A copy of said updated

the Real Property, which Purchaser has caused to be updated at

Escrow Agent for an owner's policy of title insurance covering

heretofore obtained a commitment for title insurance from

(b) Seller, at its sole cost and expense, has

Exceptions".

provided in Section 6 (c) (collectively, the "Permitted

as limited in Section 6 (d)) or has been waived by Purchaser as

which is not a Title Objection (as defined in Section 6 (c) and

and clear of all liens and encumbrances except for any matter

Real Property shall be conveyed to Purchaser at Closing free

(a) Subject to the provisions of this Section 6, the

TO TITLE.

6. PERMITTED ENCUMBRANCES; TITLE INSURANCE; OBJECTIONS

UNOFFICIAL COPY

SALE AND PURCHASE AGREEMENT
DONALD F. SCHROUD
PAGE 8

Objection, based upon such alleged defect or encumbrance.
Seller shall have thirty days following its receipt of a Title
Objection to remove or cure any defects or encumbrances set
forth in such Title Objection, but shall not be obligated to do
so. If, upon expiration of such thirty day period, Seller
shall not have cured or removed the defects or encumbrances set
forth therein, the Purchaser may elect, by written notice given
to Seller within ten business days after the expiration of such
thirty day period, either to proceed to Closing nevertheless,
in which case such Title Objection shall, upon such notice, be
deemed irrevocably waived by Purchaser, or terminate this
Agreement. In the event Purchaser elects to terminate this
Agreement, the Earnest Money shall be returned to Purchaser and
neither party shall have any further liability to the other
hereunder or in respect of the transactions contemplated
hereby. Failure of the Purchaser to give notice of termination
within such ten day period shall be deemed an irrevocable
election by Purchaser to waive the Title Objection and
Purchaser shall proceed to Closing.

(d) Purchaser agrees that the following matters will
not be the subject of a Title Objection:

(i) Any matter described in the Commitment,
other than those matters set out in Exhibit C-1 hereto;

(ii) without limiting the generality of the
foregoing clause (i), those printed standard general exceptions
listed in Schedule B, Part 1, of the form of owner's title

00100246

UNOFFICIAL COPY

against Purchaser. If the transactions contemplated hereby do liquidated damages in lieu of any other remedy of Seller

terminate this Agreement and retain the Earnest Money as Agreement, the sole and exclusive remedy of Seller shall be to failure to perform its obligations under the terms of this contemplated hereby do not close as a result of Purchaser's 7. ~~DEFAULT: FAILURE TO CLOSE.~~ If the transactions

be borne by Purchaser. survey upgrade, the costs of such additional survey work shall In the event Purchaser requires any additional surveys or insurance shall be at the Purchaser's sole cost and expense. Commitment into a title insurance policy, the premiums for such (e) In the event Purchaser wishes to convert the

Liability (as defined in Section 16). (iv) any environmental, Health and Safety and planned use of any portion of the Real Property by Purchaser; substantial as to materially impair or interfere with the (iii) such imperfections of title as are not so

Exhibit C-4; and (2) a Plat Act Affidavit substantially in the form of Broker's Affidavit substantially in the form of Exhibit C-3; ALTA Statement substantially in the form of Exhibit C-2; (Y) a that Seller shall provide to Purchaser and Title Company (X) an insurance policy issued by Escrow Agent; provided, however,

UNOFFICIAL COPY

Seller to Purchaser at closing, Purchaser shall remit to Seller

are less than the amount of 1993 taxes paid or credited by

it, after the Closing Date, the actual 1993 real estate taxes

most recent ascertainable tax bills as of the Closing Date.

including the Closing Date. These amounts will be based on the

payable in 1995 prorated from January 1, 1994 through and

portion of 1994 real estate taxes which will become due and

estate taxes which are not yet due and payable; and (b) the

credit to Purchaser the following amounts: (a) all 1993 real

8. PROPRATION. On the Closing Date, Seller shall pay or

be returned to Purchaser.

its obligations under this Agreement, the Earnest Money shall

and the failure to close was due to Seller's non-performance of

Purchaser seeks but does not obtain such specific performance,

right to specific performance against Seller; provided that if

(b) to the extent permitted at law or in equity, the

respect of such failure to perform; or

return, Purchaser shall have no other remedy against Seller in

Seller's obligations to Purchaser hereunder and, upon such

the Earnest Money in full and final satisfaction of all of

(a) to terminate this Agreement and to a return of

remedy, either:

by written notice given to Seller, as its sole and exclusive

obligations under this Agreement, Purchaser shall be entitled,

not close as a result of Seller's non-performance of its

UNOFFICIAL COPY

any related refunds which it receives from a taxing authority; if, however, the actual 1993 real estate taxes exceed the amount of 1993 taxes paid or credited by Seller to Purchaser at closing, Seller shall pay the deficiency to the appropriate taxing authorities prior to the date such real estate taxes become delinquent. In addition, upon any future change in the amount of 1994 real estate taxes which are payable (or were payable) to a taxing authority, the parties shall repropate the "Resulting Tax Adjustment" (as defined below) based on the same proportion used to prorate the 1994 real estate taxes on the Closing Date; provided, however, Seller shall have no obligation to reimburse Purchaser for any 1994 real estate taxes attributable to improvements made to the Real Property by Purchaser. Any payments required to be made by either party under this paragraph shall be made within fifteen (15) days after receipt of notice of the adjustment from the other party. For purposes of this paragraph, the "Resulting Tax Adjustment" shall mean the difference between the amount of 1994 real estate taxes paid or credited by Seller to Purchaser at closing and the actual 1994 real estate taxes due and payable from Purchaser after taking into account the results of all complaints, protests, certificates of error and appeals filed by Purchaser or Purchaser's real estate tax counsel, and then subtracting from that difference the amount of all legal fees earned by Purchaser's real estate tax counsel for reducing the 1994 real estate taxes. By way of example, if the amount of real estate taxes paid or credited by Seller to Purchaser at

UNOFFICIAL COPY

course of performing its obligations under this Agreement.
(e) all other expenses incurred by Purchaser in the
other documents; and

- (d) the fees for filing and recording the Deed and
(c) all of the Closure Escrow Trustee's fees;
(b) one-half (1/2) of the Escrow fee;
(a) all real estate transfer fees and transfer taxes;
following expenses of this transaction:

10. EXPENSES OF PURCHASER. Purchaser shall pay the

- course of performing its obligations under this Agreement.
(b) all other expenses incurred by Seller in the
(a) one-half (1/2) of the Escrow Agent's fee; and
expenses of this transaction:
9. EXPENSES OF SELLER. Seller shall pay the following

Date divided by 365).
of days from January 1, 1994 through and including the Closing
prorate the 1994 real estate taxes at closing (i.e., the number
repeated in the same proportion used by the parties to
 $\$200,000.00 \times 50\% = \$50,000.00$. This amount would then be
then the Resulting Tax Adjustment would equal $\$300,000.00 -$
(50%) of the amount of the reduction of 1994 real estate taxes,
real estate tax counsel is entitled to receive fifty percent
real estate tax counsel was $\$200,000.00$, and if Purchaser's
paid by Purchaser after the efforts expended by Purchaser's
closing was $\$300,000.00$ and the actual 1994 real estate taxes

UNOFFICIAL COPY

11. BROKER. IN connection with this transaction, Seller

represents and warrants to Purchaser that no broker was

employed by Seller for the purpose of bringing about the sale hereby contemplated, and Purchaser represents and warrants to

Seller that no broker was employed by Purchaser for the purpose of bringing about the sale hereby contemplated. Each party

agrees to indemnify and save harmless the other party against

any costs or charges for broker's commissions or finder's fees

which might arise from its employment of a broker or agent in

connection with this transaction.

12. INSPECTION OF REAL PROPERTY: CONFIDENTIALITY.

(a) Purchaser shall have the right to enter upon the

Real Property, during normal business hours, for the purpose of

inspecting the Real Property. Purchaser shall give Seller not

less than five business days prior notice of the time, specific

scope and manner of such inspection.

(b) Purchaser shall indemnify and hold Seller

harmless from any and all liabilities, losses, costs and

expenses (including court costs and reasonable attorneys' fees)

incurred by Seller due to the death or injury of any person and

damage to any property caused by or arising out of any

inspection of the Real Property pursuant to this Section 12.

UNOFFICIAL COPY

SALE AND PURCHASE AGREEMENT
DONALD F. SCHRUD
PAGE 14

(c) Purchaser shall, upon request of and at no cost to Seller, deliver to Seller split or companion samples resulting from any inspection of the Real Property and any report of the results of any inspection; provided, however, that any additional drilling or other field inspection costs incurred as a result of a request by Seller for samples shall be borne of Seller.

(d) Purchaser shall, except as set forth below and to the extent required by law, retain in strict confidence any information obtained in conjunction with any inspection of the Real Property, and such information shall be deemed

"Confidential Information" for purposes of the Confidentiality Agreement dated August 30, 1993 ("Confidentiality Agreement") between Seller and Purchaser. Notwithstanding the

Confidentiality Agreement, in the event that Purchaser

reasonably concludes that applicable law requires Purchaser to report to any government or governmental agency any information obtained by an inspection of the Real Property, Purchaser shall so report only after providing Seller with prior notice of its intent to do so and copies of any documents to be delivered to such government or governmental agency. The restrictions in

this subparagraph shall not apply to information that would be excluded from the definition of Confidential Information by operation of the third paragraph of the Confidentiality

Agreement.

00707366

UNOFFICIAL COPY

Property".

are sometimes herein referred to as the "Affected Real
toxic or both. The portions of the Real Property so utilized
including wastes which are or may be classified as hazardous,
Seller for disposal of various materials and substances,
(a) Portions of the Real Property were utilized by

follows:

identified in Exhibit D. Purchaser further acknowledges as
certain environmental conditions at the Real Property
a copy of, and reviewed, all of the information pertaining to
THE REAL PROPERTY. Purchaser acknowledges that it has received
13. ACKNOWLEDGMENT OF THE CURRENT CONDITION OF PORTIONS OF

hereunder.

Purchaser nor Seller shall have any further obligation
Earnest Money shall be returned to Purchaser and neither
in the event Purchaser exercises such right of termination, the
irrevocable waiver by Purchaser of such right of termination.
ninety day period, and failure to do so shall constitute an
thereof by Seller within three business days of the end of such
deemed to have given such notice of termination upon receipt
any reason unacceptable to Purchaser. Purchaser shall be
pursuant to subsection (a) above, that the Real Property is for
discretion, determines, based upon any inspection conducted
right to terminate this Agreement if Purchaser, in its sole
following the date of this Agreement, Purchaser shall have the
(e) Putting the first ninety days immediately

SALE AND PURCHASE AGREEMENT
DONALD F. SCHROUD
PAGE 15

form attached as Exhibit "E".
Purchaser and the Closure Escrow Trustee, in substantially the
Agreement (the "Closure Escrow Agreement") among Seller,
trustee (the "Closure Escrow Trustee") pursuant to an Escrow
"Closure Escrow Deposit") with a mutually acceptable escrow
(b) Seller shall deposit the sum of \$2,330,000 (the

Landfill Closure Plan.
of the Solid Waste Disposal Facility in accordance with the
obligations in respect of, and agrees to complete, the closure
(a) Purchaser hereby assumes all of Seller's

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SALE AND PURCHASE AGREEMENT
DONALD F. SCHROUD
PAGE 16

(b) Seller has completed a closure of a portion of the Affected Real Property pursuant to a closure plan (the "Dust Pile Closure Plan") approved by the Illinois Environmental Protection Agency ("IEPA"), said Dust Pile Closure Plan being the documents identified as items 3, 4, 5, 6, and 7 of Exhibit D.

(c) Seller has advised Purchaser that Seller intends to close a former solid waste disposal facility (the "Solid Waste Disposal Facility") on the Real Property pursuant to the closure plan (the "Landfill Closure Plan") attached hereto as Exhibit D-1. As more particularly set forth in Section 14 hereof, Purchaser has agreed to complete the Landfill Closure Plan.

14. COMPLETION OF LANDFILL CLOSURE PLAN.

(a) Purchaser hereby assumes all of Seller's obligations in respect of, and agrees to complete the closure of the Solid Waste Disposal Facility in accordance with the Landfill Closure Plan.

(b) Seller shall deposit the sum of \$2,330,000 (the "Closure Escrow Deposit") with a mutually acceptable escrow trustee (the "Closure Escrow Trustee") pursuant to an Escrow Agreement (the "Closure Escrow Agreement") among Seller, Purchaser and the Closure Escrow Trustee, in substantially the

form attached as Exhibit "E".

94050100

UNOFFICIAL COPY

(a) As used in this Agreement:

INDEMNIFICATION.

16. ENVIRONMENTAL MATTERS GENERALLY, WAIVER AND

Property.

Material (as defined in Section 16) which may exist on the Real

those actions arising out of or related to any Hazardous
law relating to the Real Property, including but not limited to
performed, at its sole cost and expense all actions required by
(c) Purchaser shall perform, or cause to be

approved in writing by IEPA.

Landfill Closure Plan or any modifications thereto specifically

meet the requirements of the Dust Pile Closure Plan and the
unintentionally altered, restore the Affected Real Property to
(b) Purchaser shall maintain or, if intentionally or

Real Property.

future pursuant to applicable law with respect to the Affected

Plan or the Landfill Closure Plan or which may arise in the

obligations which now exist pursuant to the Dust Pile Closure

(a) Purchaser shall perform all post-closure

to and limited in accordance with the following:

Purchaser's use of the Affected Real Property shall be subject

REAL PROPERTY. At the time of closing and thereafter

15. REQUIREMENT FOR AND LIMITATIONS ON USE OF THE AFFECTED

UNOFFICIAL COPY

(i) "Environment" means soil, land, land surface or subsurface strata, surface waters (including navigable waters and ocean waters), groundwaters, stream sediments, ambient air and any other environmental medium.

(ii) "Environmental, Health and Safety Liability"

means any loss, cost, expense, claim, demand, liability obligation or other responsibility of whatever kind, based upon Environmental Law relating to:

(a) fines, penalties, judgments, awards,

settlements, legal or administrative proceedings, damages,

losses, claims, demands and response, remedial or inspection

costs and expenses arising under Environmental Law and imposed

upon Purchaser as a result of claims asserted by the government

or other third party for conditions existing at the Property as

of the Closing Date or thereafter existing or arising;

(b) Financial responsibility established

pursuant to applicable Environmental Law for cleanup costs or

corrective action, including for any removal, remedial or other

response actions, and for any natural resource damages

resulting from conditions existing at the Property as of the

Closing Date or thereafter existing or arising;

(c) any other compliance, corrective or

remedial measures required by applicable Environmental Law

resulting from conditions existing at the Property as of the

Closing Date or thereafter existing or arising; and

(d) the obligations assumed by Purchaser

pursuant to Section 14(a) hereof.

90702046

UNOFFICIAL COPY

The terms "removal", "remedial" and "response" action shall include the types of activities covered as of the closing Date by the United States Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended ("CERCLA").

(iii) "Environmental law" means any provision of past or present national, federal, state, local or of any other governmental law, statute, ordinance, rule, regulation, common law or any judgment, order, writ, decree, permit, license or injunction, relating to any environmental matters or conditions, Hazardous materials, pollution or protection of the Environment, including, but not limited to, on-site contamination and the regulation of chemical substances or products, emissions, discharges, releases or threatened release of pollutants, contaminants, toxic, radioactive or Hazardous Materials or wastes into the Environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, pollutants, contaminants, toxic, radioactive or hazardous substances or wastes or the occupational health and safety regulation, or any type, of any or all of the foregoing.

(iv) "Hazardous Materials" means and includes any (i) "hazardous substance", "pollutant" or "contaminant" (as defined in Sections 101(14), (33) of CERCLA, 42 U.S.C. §§9601(14), (33) or the regulations designated pursuant to Section 102 of CERCLA, 42 U.S.C. §9602 and found at 40 C.F.R. Part 302), including any element, compound, mixture, solution, or

UNOFFICIAL COPY

injecting, escaping, leaching, disposing or dumping into the
leaking, pumping, pouring, emitting, emptying, discharging,
"Release" means any releasing, spilling, (v)

Law.

or hazardous substances or wastes pursuant to any Environmental
contaminants or hazardous other toxic materials, contaminants
material which contains it; or (x) any other toxic materials,
asbestos, asbestos containing material or urea formaldehyde or
(viii) waste oil and other petroleum products; (ix) any
Substances Control Act, 15 U.S.C. §§2601, 2606, as amended;
action has been taken pursuant to Section 7 of the Toxic
hazardous chemical substance or mixture with respect to which
Act, 42 U.S.C. §§7401, 7412, as amended, (vii) any imminently
pollutant which is listed under Section 112 of the Clean Air
307(a) of the FWPCA, 33 U.S.C. §1317(a); (vi) any hazardous air
280; (v) any toxic pollutant which is listed under Section
Section 9001(8) of RCRA, 42 U.S.C. §991(8) or 40 C.F.R. Part
substance containing petroleum, as that term is defined in
considered under RCRA to constitute a hazardous waste; (iv) any
amended ("RCRA") or having such characteristics which are
Conservation and Recovery Act, 42 U.S.C. §§6901, 6921, as
under or listed pursuant to Section 3001 of the Resource
hazardous waste having the characteristics which are identified
U.S.C. §§1251, 1321(b)(2)(A), as amended ("FWPCA"); (iii) any
311(b)(2)(A) of the Federal Water Pollution Control Act, 33
substances which are designated pursuant to Section
substance which is designated pursuant to CERCLA; (ii) all

UNOFFICIAL COPY

SALE AND PURCHASE AGREEMENT
DONALD F. SCHROUD
PAGE 21

Environment that would require or necessitate the giving of notice or any removal, remedial, response, compliance, corrective, or any other action or activity pursuant to applicable Environmental Law.

(b) Without limiting the generality of the disclaimers set out in Section 17, Purchaser hereby acknowledges and agrees that Seller has made, and makes, no warranty or representation in respect of the presence or absence of Hazardous Materials on, or their release from, the Real Property or as to the existence, whether now existing or hereafter arising, of any Environmental Health and Safety Liability.

(c) Purchaser hereby waives any claim or right it may have against Seller in respect of any Environmental, Health and Safety Liability and does further agree to indemnify Seller, and hold it harmless, from and against any Environmental, Health and Safety Liability.

17. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.
EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, EACH PARTY ACKNOWLEDGES THAT THE CONVEYANCE HEREUNDER SHALL BE MADE BY SELLER WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

94006200

UNOFFICIAL COPY

SALE AND PURCHASE AGREEMENT
DONALD F. SCHROUD
PAGE 22

PARTICULAR PURPOSE. THE PURCHASER AGREES TO ACCEPT THE REAL PROPERTY "AS IS" AND "WHERE IS", WITHOUT RECOURSE AGAINST SELLER. WITHOUT LIMITING THE FOREGOING, SELLER SHALL NOT BE LIABLE TO PURCHASER FOR ANY DAMAGE OR LOSS (INCLUDING, BUT NOT LIMITED TO, LIABILITIES, COSTS AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER IN CONTRACT OR IN TORT, OR BY REASON OF ANY LOCAL, STATE OR FEDERAL LAWS OR REGULATIONS (INCLUDING BUT NOT LIMITED TO ANY ENVIRONMENTAL, HEALTH AND SAFETY LIABILITY). IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. CONDEMNATION. Seller has no knowledge of any condemnation or eminent domain proceedings pending against the Real Property as of the date hereof. In the event that the Real Property or a material part thereof shall have been taken by eminent domain or shall be in the process of being so taken on or prior to the Closing Date, Purchaser shall have the option, exercisable within ten (10) days of notice from Seller of such proceeding, of (i) terminating this Agreement and, in such event, the parties shall have no further liability, hereunder or otherwise, to each other, except that the Earnest Money shall be returned to Purchaser or (ii) closing under this Agreement and accepting the proceeds of such taking.

54000100

UNOFFICIAL COPY

SALE AND PURCHASE AGREEMENT
DONALD F. SCHROUD
PAGE 23

19. NOTICES. All notices required under this Agreement to be given by either party to the other shall be in writing and shall be deemed to have been given or made (a) three days after deposit, if sent by United States mail, with first class postage attached, (b) if sent by hand or overnight delivery, upon delivery thereof, and (c) if sent by telex or fax, upon confirmation or receipt of such telex or fax, in each case addressed to the respective parties as follows:

If to Seller: LTV Steel Company, Inc.
25 West Prospect Avenue
Cleveland, Ohio 44115
Attention: Director, Real Estate
Fax: (216) 622-1007

If to Purchaser: Donald F. Schroud
1030 N. State Street (47E)
Chicago, Illinois 60610
Fax: (312) 541-7601

20. BINDING EFFECT; ASSIGNMENT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided, however, this Agreement may be assigned by Purchaser upon notice to Seller but without the consent of Seller to an entity or land trust under Purchaser's control, but in the event of such assignment Purchaser shall remain obligated and liable upon all of the obligations of Purchaser under this Agreement. Purchaser shall not otherwise sell, assign or transfer this Agreement or any of its interests hereunder without the prior written consent of Seller, which consent shall not be

94000000

UNOFFICIAL COPY

SALE AND PURCHASE AGREEMENT
DONALD F. SCHROUD
PAGE 24

unreasonably denied or delayed, but may be conditioned upon Purchaser remaining obligated and liable upon all of the obligations of Purchaser under this Agreement. This Agreement may not be assigned by Seller without the prior written consent of Purchaser, which consent shall not be unreasonably denied or delayed. Nothing contained in this Section shall in any way operate as a restriction on Purchaser's ability to transfer the Real Property, provided that no such transfer shall operate to release Purchaser from its obligations under this Agreement.

21. ENTIRE AGREEMENT. This Agreement, and the Confidentiality Agreement, represent the entire and complete agreement of the parties with respect to the subject matter hereof. There are no present or prior understandings, commitments, representations or contracts between the parties hereto with reference to the subject matter hereof, other than as set forth herein and in the Confidentiality Agreement.

22. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

23. SURVIVAL OF PROVISIONS. Notwithstanding anything to the contrary herein, the terms and conditions contained in this Agreement shall survive Closing or any earlier termination of this Agreement.

34367700

UNOFFICIAL COPY

SALE AND PURCHASE AGREEMENT
DONALD F. SCHROUD
PAGE 25

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed on the day and year first written above.

SELLER:

LTV STEEL COMPANY, INC.

By: SK Skunk

Title: VP & TREASURER

PURCHASER:

Donald F. Schroud
DONALD F. SCHROUD

DBP/MJT/295

54250206

UNOFFICIAL COPY

STATE OF Illinois

COUNTY OF Cook

SS.

I, Maribeth Robinson

a notary public in and for the said County, in the State aforesaid DO HEREBY CERTIFY that _____

Donald F. Schroud

_____ 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 acknowledged that he ~~is~~

~~such~~ _____ signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 18th day of March 1994.



Maribeth Robinson
Notary Public
Commission expires 9/27/96

This document prepared by and after recording mail to:

Michael B. Sadoff
Much Shelist Freed Denenberg & Ament
200 N. LaSalle, St. 2100
Chicago, Illinois 60601



507-6086

UNOFFICIAL COPY

EXHIBIT A

Legal Description

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IF SAID 1/4 SECTION WERE SQUARED OUT AS IN DEED FROM CHARLES B. SHREDD AND WIFE TO JOHN H. HARDIN, JAMES C. KIMBERLY AND REGINALD H. HARDIN, TRUSTEES, DATED FEBRUARY 16, 1920 AND RECORDED APRIL 20, 1920 AS DOCUMENT NUMBER 6798311 LYING EAST OF THE 80 FOOT STRIP OF LAND CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES BY DEED DATED SEPTEMBER 29, 1917 AND RECORDED JUNE 17, 1918 AS DOCUMENT NUMBER 6342629 AND RE-RECORDED JULY 2, 1918 AS DOCUMENT NUMBER 6351917 AND ALSO EXCEPT THE LANDS CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED NOVEMBER 28, 1899 AND RECORDED DECEMBER 12, 1899 AS DOCUMENT NUMBER 2907147 AND EXCEPT THE EAST 50 FEET OF THE NORTH 464 FEET THEREOF) AND (EXCEPT THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH IS BOUNDED BY THE FOLLOWING DESCRIBED LINES:

ON THE NORTH BY A LINE SOUTH OF, PARALLEL WITH AND 33 FEET NORMALLY DISTANT FROM THE NORTH LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 30; ON THE SOUTH BY A LINE SOUTH OF, PARALLEL WITH AND 183 FEET NORMALLY DISTANT FROM THE NORTH LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 30; ON THE EAST BY A LINE EAST OF, PARALLEL WITH AND 247 FEET NORMALLY DISTANT FROM THE WEST LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 30; ON THE WEST BY THE EAST RIGHT OF WAY LINE OF SOUTH BURLEY AVENUE, SAID RIGHT OF WAY LINE BEING A CURVED LINE CONCAVE TO THE WEST AND HAVING A RADIUS OF 2040.08 FEET, CONTAINING 0.6962 OF AN ACRE, MORE OR LESS) IN COOK COUNTY, ILLINOIS,

EXCEPT THE NORTH 883.0 FEET THEREOF.

PARCEL 2:

THE NORTH 320 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (IF THE LINES OF THE ORIGINAL GOVERNMENT SURVEY BE EXTENDED SO AS TO EMBRACE AND SQUARE OUT A FULL 1/4 SECTION) WHICH LIES EAST OF A LINE DRAWN NORTH AND SOUTH 80 RODS EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SECTION 30 AFORESAID AND WEST OF THE RIGHT OF WAY CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED NOVEMBER 28, 1899 AND RECORDED DECEMBER 12, 1899 AS DOCUMENT 2907147.

PARCEL 3:

(EXCEPTING THE NORTH 320 FEET THEREOF) THAT PART OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (IF THE LINES OF THE ORIGINAL GOVERNMENT SURVEY BE EXTENDED SO AS TO EMBRACE AND SQUARE OUT A FULL 1/4 SECTION) WHICH LIES EAST OF A LINE DRAWN NORTH AND SOUTH 80 RODS EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SECTION 30 AFORESAID AND WEST OF THE RIGHT OF WAY CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED NOVEMBER 28, 1899 AND RECORDED DECEMBER 12, 1899 AS DOCUMENT NUMBER 2907147; (EXCEPTING THEREFROM A TRIANGULAR PARCEL OF LAND IN THE SOUTHWEST CORNER THEREOF OCCUPIED BY THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY AS RIGHT OF WAY AND ALSO EXCEPTING THAT PART TAKEN OR USED BY THE CALUMET AND WESTERN RAILWAY COMPANY (AND ALSO EXCEPTING

THAT PART THEREOF DESCRIBED AS FOLLOWS:

94200200

UNOFFICIAL COPY

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID SECTION 30 WITH THE WESTERLY LINE OF THE 60 FOOT RIGHT OF WAY CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED NOVEMBER 28, 1899 AND RECORDED DECEMBER 20, 1899 AS DOCUMENT NUMBER 2907147 IN BOOK 6993 PAGE 89 AND EXTENDING FROM SAID BEGINNING POINT THE FOLLOWING FOUR COURSES AND DISTANCES; (1) DUE WEST ALONG SAID SECTION DIVIDING LINE PARTLY BY LAND OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY AND MAKING AN INTERIOR ANGLE OF 98 DEGREES 34 MINUTES WITH THE FOURTH OR CLOSING COURSE BEGINNING 154 FEET TO A POINT THE FOLLOWING TWO COURSES AND DISTANCES BEING BY LAND OF OTHER OWNERS (2) NORTHEASTERLY DEPARTING FROM SAID SECTION DIVIDING LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 461.67 FEET, AN ARC LENGTH OF 219.84 FEET TO A POINT (3) NORTH 23 DEGREES 58 MINUTES EAST TANGENTIAL TO SAID LAST DESCRIBED CURVE 179.18 FEET TO A POINT IN SAID WESTERLY LINE OF THE 60 FOOT RIGHT OF WAY CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY AND (4) SOUTH 8 DEGREES 34 MINUTES WEST ALONG SAID GENERAL WESTERLY LINE AND MAKING AN INTERIOR ANGLE OF 15 DEGREES 24 MINUTES WITH SAID LAST DESCRIBED COURSE 340 FEET TO THE POINT OF BEGINNING; AND EXCEPT THAT PART CONVEYED TO THE COMMONWEALTH EDISON COMPANY BY DEED RECORDED JUNE 3, 1958 AS DOCUMENT 17224304).

PARCEL 4:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN CONVEYED BY CHARLES B. SHREDD AND WIFE TO JOHN H. HARDIN, JAMES C. KIMBERLY AND REGINALD H. HARDIN, TRUSTEES, UNDER A CERTAIN TRUST DEED RECORDED JUNE 30, 1913 IN BOOK 12414 OF RECORD DRAWN AT AN ANGLE OF 30 DEGREES FROM SAID WEST LINE OF SECTION 29, A DISTANCE OF 480.56 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE BEING THE ARC OF A CIRCLE CONVEX TO THE WEST AND HAVING A RADIUS OF 5759.65 FEET A DISTANCE OF 959.07 FEET MORE OR LESS TO POINT OF TANGENCY; THENCE SOUTHERLY ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED ARC A DISTANCE OF 66.98 FEET MORE OR LESS TO AN INTERSECTION WITH SAID WEST LINE OF SECTION 29 AND THENCE NORTH ALONG SAID LINE A DISTANCE OF 1413.05 FEET MORE OR LESS TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

(EXCEPT FROM PARCELS 1 AND 4 AFORESAID THAT PART OF SECTION 29 AND 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST AND SOUTHWESTERLY OF THE WEST AND SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTH AVENUE OF AS DEDICATED BY DOCUMENT NUMBER 10690326 IN BOOK 28263 ON PAGES 593 THROUGH 599 AND RECORDED JUNE 25, 1930 AND EAST AND NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT THAT IS 75 FEET WEST OF THE EAST LINE OF SAID SECTION 30 AND A DISTANCE OF 464.005 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 30, AS MEASURED ALONG SAID EAST LINE OF SAID SECTION 30; THENCE SOUTHEASTERLY ALONG A CURVE HAVING A RADIUS OF 2083.483 FEET FOR A DISTANCE OF 814.862 FEET, (SAID CURVE BEING TANGENT TO THE AFORESAID LINE THAT IS 75 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 30 AND ALSO BEING TANGENT TO THE 700 FOOT RADIUS CURVE STATED IN SAID DOCUMENT NUMBER 10690326); THENCE CONTINUING SOUTHEASTERLY ALONG A LINE TANGENT TO THE 2083.483 FOOT RADIUS CURVE A DISTANCE OF 214.78 FEET MORE OR LESS TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD (PENN CENTRAL), ALL IN COOK COUNTY, ILLINOIS.)

PARCEL 5: (PARCEL 22:)

THE NORTH 665 FEET OF THE WEST 832 FEET OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THE NORTH 33 FEET AND THE WEST 33 FEET DEDICATED FOR STREETS BY PLAT OF DEDICATION RECORDED JULY 2, 1897 AS DOCUMENT 2559612, IN COOK COUNTY, ILLINOIS, EXCEPT THE NORTH 475.00 FEET THEREOF.

9-100-0200

UNOFFICIAL COPY

PARCEL 6: (PARCEL 23:)

THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY AND SOUTH OF THE NORTH 665 FEET THEREOF, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID NORTHEAST FRACTIONAL QUARTER OF SECTION 30, 665 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND RUNNING THENCE SOUTH ALONG SAID WEST LINE 1990.53 FEET TO THE SOUTHWEST CORNER OF SAID FRACTIONAL QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL QUARTER AND SAID LINE EXTENDED 832 FEET TO THE WEST LINE OF THE RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH RIGHT OF WAY 1989.08 FEET TO THE SOUTH LINE OF THE NORTH 665 FEET OF SAID 1/4 SECTION AND THENCE WEST ALONG SAID LINE 832 FEET TO THE POINT OF BEGINNING (EXCEPT WEST 33 FEET THEREOF) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7: (PARCEL 24A:)

THAT PART OF THE NORTHEAST FRACTIONAL SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST 122ND STREET (BEING A LINE 33 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE, AND AN EASTWARD EXTENSION THEREOF, OF SAID NORTHEAST FRACTIONAL QUARTER) WITH THE EAST LINE OF THE WEST 898 FEET OF SAID NORTHEAST FRACTIONAL QUARTER AND RUNNING THENCE EAST ALONG SAID SOUTH LINE OF EAST 122ND STREET A DISTANCE OF 295 AND 41/100 FEET TO ITS INTERSECTION WITH A LINE 100 FEET WEST OF AND PARALLEL TO EAST LINE OF PARCEL OF LAND CONVEYED TO SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DOCUMENT 6292041; THENCE SOUTH ALONG THE LAST MENTIONED PARALLEL LINE (WHICH FORMS AN ANGLE, MEASURED IN THE SOUTHWEST QUADRANT, OF 91 DEGREES 26 MINUTES 31 SECONDS WITH SAID SOUTH STREET LINE) A DISTANCE OF 1 AND 26/100 FEET; THENCE SOUTHWESTWARDLY ALONG AN ARC OF A CIRCLE HAVING A RADIUS OF 1,860 AND 8/100 FEET, CONVEX EASTERLY, TANGENT TO THE LAST ABOVE DESCRIBED COURSE, AND CONCENTRIC WITH AN ARC OF A CIRCLE HAVING A RADIUS OF 1,960 AND 8/100 FEET MENTIONED IN SAID DOCUMENT, A DISTANCE OF 584 AND 36/100 FEET; THENCE CONTINUING SOUTHWESTWARDLY ALONG A STRAIGHT LINE, TANGENT TO THE ABOVE DESCRIBED ARC OF 1,860 AND 8/100 FEET RADIUS AND 100 FEET (MEASURED PERPENDICULARLY) WESTERLY FROM AND PARALLEL TO A STRAIGHT LINE HAVING A LENGTH OF 642 AND 24/100 FEET, MENTIONED IN SAID DOCUMENT, A DISTANCE OF 716 AND 22/100 FEET TO ITS INTERSECTION WITH SAID EAST LINE OF THE WEST 898 FEET OF SAID NORTHEAST FRACTIONAL QUARTER; AND THENCE NORTH ALONG SAID EAST LINE OF THE WEST 898 FEET A DISTANCE OF 1,264 AND 77/100 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS,

EXCEPT THE FOLLOWING, AS DEEDED TO REPUBLIC ENGINEERED STEELS, INC. IN DEED RECORDED DECEMBER 1, 1989 AS DOCUMENT 89572946 AND FILED DECEMBER 6, 1989 AS DOCUMENT LR3845228:

THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

94236106

UNOFFICIAL COPY

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST 122ND STREET (BEING A LINE 33 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE, AND AN EASTWARD EXTENSION THEREOF, OF SAID NORTHEAST FRACTIONAL 1/4) WITH THE EAST LINE OF THE WEST 898 FEET OF SAID NORTHEAST FRACTIONAL 1/4 AND RUNNING THENCE SOUTH 88 DEGREES, 52 MINUTES, 49 SECONDS EAST ON THE SOUTH LINE OF EAST 122ND STREET A DISTANCE OF 295.41 FEET TO ITS INTERSECTION WITH A LINE 100 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE PARCEL OF LAND CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD BY DOCUMENT 6292041; THENCE SOUTH 00 DEGREES, 19 MINUTES, 21 SECONDS EAST ON THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 1.26 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON THE WESTERLY LINE OF SAID RAILROAD, BEING THE ARC OF A CIRCLE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 1860.08 FEET, AN ARC DISTANCE OF 584.36 FEET TO A POINT OF TANGENT; THENCE CONTINUING SOUTHWESTERLY ON THE WESTERLY LINE OF SAID RAILROAD, TANGENT TO THE LAST DESCRIBED ARC OF 1860.08 FOOT RADIUS, A DISTANCE OF 159.44 FEET; THENCE NORTHWESTERLY ON THE STRAIGHT LINE TO THE POINT OF INTERSECTION OF A LINE 898 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 30 AND A LINE 475 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 30; THENCE NORTH ON SAID LINE 898 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 30 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8: (PARCEL 24B:)

ALL THAT PARCEL OF LAND IN THE NORTHEAST FRACTIONAL QUARTER OF FRACTIONAL SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

NOTE: THE WEST LINE OF SAID NORTHEAST FRACTIONAL QUARTER BEARS "DUE NORTH" FOR THE FOLLOWING COURSES:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF EAST 122ND STREET (BEING A LINE 33 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE, AND AN EASTWARD EXTENSION THEREOF OF SAID NORTHEAST FRACTIONAL QUARTER), WITH A LINE 100 FEET WEST OF AND PARALLEL TO THE EAST LINE OF A PARCEL OF LAND CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED, AS DOCUMENT NUMBER 6292041 (BEING THE THIRDLY DESCRIBED PARCEL IN SAID DOCUMENT); THENCE SOUTH 0 DEGREES 46 MINUTES 30 SECONDS EAST, ON SAID LINE A DISTANCE OF 1.27 FEET TO A POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHWESTERLY, ON SAID CURVED LINE, HAVING A RADIUS OF 1860.08 FEET, CONVEX EASTERLY, AND CONCENTRIC WITH THE CURVED LINE HAVING A RADIUS OF 1960.08 FEET MENTIONED IN SAID DEED, A DISTANCE OF 584.36 FEET; THENCE SOUTH 17 DEGREES 13 MINUTES 30 SECONDS WEST, TANGENT TO ABOVE CURVE, AND 100 FEET WEST OF AND PARALLEL TO THE STRAIGHT LINE HAVING A LENGTH OF 642.24 FEET MENTIONED IN SAID DEED, A DISTANCE OF 716.36 FEET TO THE EAST LINE OF THE WEST 898 FEET OF SAID NORTHEAST FRACTIONAL QUARTER; FOR THE PLACE OF BEGINNING OF THIS TRACT OF LAND; THENCE CONTINUING SOUTH 17 DEGREES 13 MINUTES 30 SECONDS WEST, A DISTANCE OF 222.88 FEET TO THE EAST LINE OF THE WEST 832 FEET OF SAID NORTHEAST FRACTIONAL QUARTER; THENCE DUE NORTH, ON SAID LINE, 1478.58 FEET TO A POINT IN SAID SOUTH LINE OF EAST 122ND STREET; THENCE SOUTH 89 DEGREES 19 MINUTES 40 SECONDS EAST, ON SAID LINE, A DISTANCE OF 66 FEET TO A POINT IN SAID EAST LINE OF WEST 898 FEET OF SAID NORTHEAST FRACTIONAL QUARTER; THENCE DUE SOUTH, ON SAID LINE, A DISTANCE OF 1264.92 FEET TO THE PLACE OF BEGINNING,

EXCEPT THE FOLLOWING, AS DEEDED TO REPUBLIC ENGINEERED STEELS, INC. IN DEED RECORDED DECEMBER 1, 1989 AS DOCUMENT 89572946 AND FILED DECEMBER 6, 1989 AS DOCUMENT LR3845228:

THE EAST 66 FEET OF THE WEST 898 FEET OF THE NORTH 475.00 FEET (EXCEPT THE NORTH 33.0 FEET THEREOF) OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

9-120-2100

UNOFFICIAL COPY

PARCEL 9:

ALL THAT PART OF SOUTH BURLEY AVENUE AND SOUTH BRANDON AVENUE DEEDED BY DOCUMENT 6342629 AND 6351917 BEING A STRIP OF LAND 80 FEET IN WIDTH IN NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BETWEEN A LINE 150 FEET SOUTH OF AND PARALLEL WITH SOUTH LINE EAST 122ND STREET EXTENDED EAST AND A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST FRACTIONAL 1/4 SECTION, EXCEPT THE NORTH 883.0 FEET THEREOF.

PARCEL 10:

- (A) LOTS 1 TO 7 IN BLOCK 4;
- (B) LOTS 1 TO 4, 7, 9, 10, 11, 13 TO 22, 24 TO 29, 31 AND 33 IN BLOCK 3;
- (C) LOTS A, 1 TO 7, 9, 10, 14, 15, 17, 18, 19, 24 TO 27 IN BLOCK 2;
- (D) LOTS B, C, 12 TO 14, 15 TO 22, 24 TO 27, 29, IN BLOCK 1;

ALL IN FORD HEGEWISCH SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 (EXCEPT THE RIGHT OF WAY OF THE CALUMET AND WESTERN RAILROAD COMPANY) IN THE SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

- (A) LOTS 1 TO 15 IN BLOCK 1;
- (B) LOTS 16 TO 39 IN BLOCK 1;
- (C) LOTS 1 TO 15 IN BLOCK 2;
- (D) LOTS 1 TO 4, 6 TO 11 AND LOTS 12 TO 15 (EXCEPT THAT PART WHICH LIES SOUTHWESTERLY OF A LINE 110 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY RIGHT OF WAY OF CALUMET AND WESTERN RAILWAY COMPANY) IN BLOCK 3;
- (E) LOTS 16, 17 AND 18 (EXCEPT THAT PART WHICH LIES SOUTHWESTERLY OF A LINE 110 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF RIGHT OF WAY OF CALUMET AND WESTERN RAILWAY COMPANY) AND ALL OF LOTS 19 TO 27 IN BLOCK 3;
- (F) LOTS 1 TO 4 IN BLOCK 4;
- (G) LOTS 11, 12 AND 13 (EXCEPT THAT PART WHICH LIES SOUTHWESTERLY OF A LINE 110 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF RIGHT OF WAY OF CALUMET AND WESTERN RAILWAY COMPANY) AND ALL OF LOT 15 IN BLOCK 4;
- (H) BLOCK 9 (EXCEPT THAT PART WHICH LIES SOUTHWESTERLY OF A LINE 110 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF RIGHT OF WAY OF CALUMET AND WESTERN RAILWAY COMPANY);
- (I) LOT 1 (EXCEPT THAT PART WHICH LIES SOUTHWESTERLY OF A LINE 127 FEET NORTHEASTERLY OF AND PARALLEL WITH NORTHEASTERLY LINE OF RIGHT OF WAY OF CALUMET AND WESTERN RAILWAY COMPANY EXTENDED SOUTHEASTERLY) IN BLOCK 10;

ALL IN FORD CITY SUBDIVISION NO. 4, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

PARCEL 12:

- (A) LOTS F, G, 1, 2, 4 TO 33 IN BLOCK 1;
- (B) LOTS E, 1 TO 12, 14, 15 AND 16 IN BLOCK 2;
- (C) LOTS C, D, 1 TO 4, 6 TO 13, 15 TO 28, 30, 31 AND 32 IN BLOCK 3;
- (D) LOTS A, B, 1 TO 4, 6 TO 19, 22 TO 32 AND 35 TO 38 IN BLOCK 4;
- (E) LOTS 1, 3 TO 6, 11 TO 15, 18, 19, 22 TO 27 AND 32 TO 40 IN BLOCK 5;
- (F) LOTS 1, 3, 4, 5, 7, 8, 10, 11 TO 22, 24 TO 34 IN BLOCK 6;
- (G) LOTS 1 TO 2, 10 TO 13, 16 AND 17 IN BLOCK 7;
- (H) LOTS 1 TO 39 IN BLOCK 8;

ALL IN FORD HEGEWISCH FIRST ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 13:

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH 0 DEGREES, FIFTY MINUTES, 18 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 30, 883.10 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 6 SECONDS WEST ALONG A LINE PARALLEL TO AND 883.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 30, 32.52 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE "O"; THENCE CONTINUING NORTH 89 DEGREES, 58 MINUTES, 6 SECONDS WEST, 200.00 FEET; THENCE NORTH 0 DEGREES, 50 MINUTES, 18 SECONDS WEST, 538.11 FEET; THENCE NORTH 89 DEGREES, 9 MINUTES, 42 SECONDS EAST, 182.49 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE "O"; THENCE SOUTH 0 DEGREES, 50 MINUTES, 18 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE "O", 122.54 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE OF AVENUE "O" SOUTH 89 DEGREES, 9 MINUTES, 52 SECONDS WEST 25.0 FEET; THENCE 421.47 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE ON THE ARC OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2,083.48 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 6 DEGREES, 38 MINUTES, 0 SECONDS EAST, 420.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Common Address: Vacant land at Carondelet Avenue, Chicago, Illinois

Permanent Tax Identification Numbers:

26-29-100-001	26-30-307-042	
26-30-200-002	26-30-307-044	26-30-405-040
26-30-200-006	26-30-307-045	26-30-406-018
26-30-200-007	26-30-307-046	26-30-406-019
26-30-200-008	26-30-307-047	26-30-406-020
26-30-200-009	26-30-400-043	26-30-406-021
26-30-200-010	26-30-400-044	26-30-407-040
	26-30-400-045	26-30-407-041
26-30-200-011	26-30-400-046	26-30-408-001
	26-30-400-047	26-30-408-021
26-30-201-007	26-30-401-036	26-30-408-023
26-30-201-008	26-30-401-037	26-30-409-029
	26-30-401-038	26-30-409-031
26-30-201-009	26-30-401-039	26-30-409-033
	26-30-401-040	26-30-409-034
26-30-304-036	26-30-401-041	26-30-409-035
26-30-305-001	26-30-402-013	26-30-410-017
26-30-305-003	26-30-402-018	26-30-411-042
26-30-305-012	26-30-402-019	26-30-411-043
26-30-305-019	26-30-403-037	26-30-414-006
26-30-305-036	26-30-403-038	26-30-415-004
	26-30-403-039	26-30-416-007
26-30-305-037	26-30-404-010	
	26-30-404-042	
26-30-305-038	26-30-404-043	
26-30-305-039	26-30-404-044	26-30-416-005
26-30-306-029	26-30-404-046	
26-30-306-030	26-30-405-001	
26-30-306-031	26-30-405-010	
26-30-306-032	26-30-405-037	
26-30-306-033	26-30-405-038	
26-30-306-034	26-30-405-039	
26-30-307-011		

94256106