

STATE OF INDIANA  
COUNTY OF LAKE

H'c20000449 LD

**SPECIAL WARRANTY DEED**

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Chicago Title Insurance Company

THE GRANTOR  
**AMOCO OIL COMPANY**  
200 East Randolph, Chicago, Illinois  
60601, a corporation created and  
existing under and by virtue of the laws  
of the State of Maryland, for the  
consideration of **ONE AND NO/100**  
**DOLLARS (\$1.00)** in hand paid, and  
pursuant to authority given by the  
Board Of Directors of said corporation,  
by these presents does REMISE,  
RELEASE, ALIEN AND CONVEY,  
FOREVER, TO:

**SOFOKLIS DRES**  
924 LINCOLN STREET  
HOBART, INDIANA 46342

Document is  
**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

Grantee, the following described real estate, situated in the County of Lake in the State of Indiana, more particularly described as follows, to wit:

The South 305 feet of the West half of the East half of the West half of the Southwest Quarter of the Southwest Quarter of Section 2, Township 35 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, in Lake County, Indiana, excepting therefrom the South 55 feet thereof deceded to the City of Hobart for street purposes.

**Key Number: 17-34-88**

**Address of Real Estate: 4720 West 61<sup>st</sup> Street & 1-65, Hobart, Indiana, Illinois**

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anyway appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances; **TO HAVE AND TO HOLD** the said premises as above described, with the appurtenances, unto the Grantee, his heirs and assigns forever.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its heirs, executors, and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner incumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, **WILL WARRANT AND DEFEND,**

**Subject To:**

- (1) Existing leases, easements, sidetrack and license agreements, if any, whether of record or not;
- (2) Covenants and conditions of record, if any;
- (3) Taxes and special assessments against the Property, if any;
- (4) Zoning laws and municipal regulations, if any; environmental laws and regulations, if any; building line restrictions, use restrictions and building restrictions of record, if any, and any party wall or fence of record;
- (5) Encroachments, overlaps and other matters which would be disclosed by an accurate current survey;
- (6) The Release and Right-of-Entry between Grantor and Grantee herein of even date herewith
- (7) The following covenants and agreements of the Grantee:

DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER.

MAR 14 2000

PETER BENJAMIN  
LAKE COUNTY AUDITOR

The Grantee hereby covenants and agrees, for itself, and its grantees, successors, assigns and heirs, that no water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, will be installed on any part of the real estate herein conveyed.

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This restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Grantor as an owner or lessee of lands in Lake County, Indiana, or as the operator of retail operations in Lake County, Indiana. This restrictive covenant will remain in full force and effect for a term of twenty-five (25) years from the date of this Special Warranty Deed whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

The Grantee hereby covenants and agrees, for itself, and its grantees, successors, assigns, and heirs, to grant Grantor access to the Property in order to perform certain environmental activities which Grantor, at its sole discretion, chooses to perform. Such activities may include sampling, assessment, inspection, monitoring, installation of equipment, operation and maintenance of equipment, and remediation activities ("Activities")

Grantor shall use reasonable efforts during its Activities to minimize interruption to the business or use of the Property, but Grantor will not be liable for any interference. Grantor will repair any property damage that may occur as a result of its Activities at the Property.

Upon written request by the Grantee, Grantor agrees to provide the results of analytical testing performed by Grantor, or its consultants, regarding Activities. Grantor will provide this information as a courtesy only. Use of any of the information contained in these documents is at Grantee's sole risk. No copies are to be made, nor will Grantee allow any person to examine these documents without the prior consent of Grantor. Grantor shall not be deemed to have made any representation or warranty, express or implied, as to the condition of the Property or the accuracy of the documents.

Grantor will indemnify Grantee from third party causes of action which arise out of negligence associated with Activities performed at the Property by Grantor or its consultants.

It is hereby agreed that the Access Agreement or Grantor's willingness to perform Activities on the Property are neither an admission against Grantor's interests nor an assumption of liability or waiver of any rights by Grantor.

The Grantee herein hereby further covenants and agrees, for itself, and its grantees, successors, assigns, and heirs that, in connection with Grantor's environmental assessment or remediation of the Property, Grantor may have certain equipment, materials, or improvements (collectively "Equipment") on the Property, which remains the property by Grantor. In the event the Grantee, or any of its customers, contractors, tenants, employees, licensees, invitees, agents, or grantees, should, in any way, damage or destroy any Equipment, then, upon demand, Grantee shall reimburse Grantor the cost incurred by Grantor to replace or repair the damaged Equipment.

This restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Grantor as an owner or lessee of lands in Lake County, Indiana, or as the operator of retail operations in Lake County, Indiana. This restrictive covenant will remain in full force and effect for a term of ten (10) years from the date of this Special Warranty Deed, or such time that a "No Further Action" (NFA) letter or equivalent is obtained from the environmental regulatory agency having jurisdiction at the property, whichever is greater, whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

The Grantee herein covenants and agrees, for itself, and its grantees, successors, assigns and heirs, that the real estate herein conveyed will be used solely and exclusively for commercial and/or industrial purposes. If the applicable state environmental laws and regulations define commercial and/or industrial use, any use which is deemed not to be a commercial or industrial use by such laws and regulations will also not be a commercial or industrial use as the terms are used herein.

The Grantee herein hereby further covenants and agrees, for itself, and its grantees, successors, assigns and heirs, that no basements or other underground improvements, with the exception of building footings, will be constructed on the real estate herein conveyed. No part of the real estate herein conveyed will be used for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church, a park, or a hospital.

This restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Grantor as an owner or lessee of lands in Lake County, Indiana, or as the operator of retail operations in Lake County, Indiana. This restrictive covenant will remain in full force and effect for a term of twenty (20) years from the date of this Special Warranty Deed whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

The Grantee herein covenants and agrees, for itself, and its grantees, successors, assigns and heirs, that no soils will be removed from the Property herein conveyed, unless the soil is moved to a disposal facility approved in advance by Grantor. Grantee is solely responsible for any and all soil disposal costs.

This restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Grantor as an owner or lessee of lands in Lake County, Indiana, or as the operator of retail operations in Lake County, Indiana. This restrictive covenant will remain in full force and effect for a term of twenty five (25) years from the date of this Special Warranty Deed whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

Grantors certify under oath that no Indiana Gross Income Tax is due or payable with respect to the transfer made by this deed.

In Witness Whereof, the said Grantor has caused this instrument to be signed by its Manager, Real Estate Administration and its corporate seal to be hereto affixed and attested by its <sup>Secretary</sup> ~~Assistant~~, all this 1<sup>st</sup> day of March, 2000.

AMOCO OIL COMPANY, a Maryland corporation

M. E. McDermid  
M. E. McDermid  
Manager, Real Estate Administration

ATTEST: D. A. Hume  
Secretary

**ACKNOWLEDGMENT**

STATE OF ILLINOIS )  
                                  ) SS:  
COUNTY OF COOK    )

I, the undersigned, a Notary Public for said County and State, DO HEREBY CERTIFY, that M. E. McDermid and D. A. Hume, personally known to me to be the Manager, Real Estate Administration, and Secretary, respectively of AMOCO OIL COMPANY, a Maryland corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that in said capacities they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their 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 official seal, this 1<sup>st</sup> day of March, 2000.

Cynthia Ann Jubiter  
Notary Public

This instrument was prepared by:  
Marc S. Porter, Figliulo & Silverman, P.C.  
10 South LaSalle Street, Suite 3600  
Chicago, Illinois 60603

When recorded, return to:  
STEVE TOKARSKI, ESQ.  
7803 WEST 75<sup>TH</sup> AVENUE, UNIT 1  
SCHERERVILLE, INDIANA 46375

Mail Tax Bills to:  
SOFOKLIS DRES  
924 LINCOLN STREET  
HOBART, INDIANA 46342

