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2002-08-08 13:39:46

Cook County Recorder 29.50



0020869469

Note: Exempt From Real Estate Transfer Tax Under 35 ILCS 200/31-45

VILLAGE OF SKOKIE, ILLINOIS  
Economic Development Tax  
Village Code Chapter 10  
EXEMPT Transaction  
Skokie Office 08/06/02

Space Above This Line For Recorder's Use

**LIMITED WARRANTY DEED**

This Deed is by and between Shell Oil Company, a Delaware corporation, having an office at 777 Walker Street, TSP 1100, Houston, Texas 77002 ("Grantor") and Equilon Enterprises LLC, a Delaware limited liability company, with an address of 910 Louisiana, Houston, Texas 77002 ("Grantee").

**WITNESSETH:**

In consideration of the mutual covenants set forth in that certain Asset Transfer and Liability Assumption Agreement, dated as of January 15, 1998, among Texaco Inc., a Delaware corporation, Texaco Refining and Marketing Inc., a Delaware corporation, TRMI Holdings Inc., a Delaware corporation, Texaco Pipeline Inc., a Delaware corporation, Texaco Trading and Transportation Inc., a Delaware corporation, Texaco Convent Refining Inc., a Delaware corporation, Texaco Anacortes Cogeneration Company, a Delaware corporation, Shell Oil Company, a Delaware corporation, SOPC Holdings West LLC, a Delaware limited liability company and Equilon Enterprises LLC, a Delaware limited liability company, and the further consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL, CONVEY and RELEASE unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest, if any, in and to that certain tract or parcel of land in the Village of Skokie, County of Cook, State of Illinois, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), together with any buildings, fixtures and improvements located thereon.

Together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Property to the center lines thereof, plus all the estate and rights of Grantor in and to any easements, rights, privileges, appurtenances and other hereditaments appurtenant to the Property.

Grantor expressly SAVES, RETAINS, RESERVES and EXCEPTS from this conveyance unto itself and itself and its successors and assigns, all right, title and interest, if any, in and to any oil, gas, and other minerals (including, without limitation, helium, lignite, sulfur, phosphate and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar but only to the extent any of the foregoing is in its natural state and natural location and not subject to the dominion and control of any person, and, upon thirty (30) days prior written notice to Grantee, the right to explore for, develop and produce same, as well as the right to lease such portion of the Property hereby reserved for such purposes, and all mineral and royalty rights whatsoever in, on, under and pertaining to the Property; but Grantor, its successors and assigns, shall have no right to use, or right of ingress or egress from any part of the surface of the Property for exploration and producing purposes, except with respect to (i) current activities at and any existing contractual or leasehold rights granted to third parties and (ii) any additional activities which have been consented to in writing by Grantee, whose consent shall not be unreasonably withheld. Except as set forth in the preceding sentence, any oil and gas drilling operation, shall be conducted by means of wells, the surface locations of which are on other lands and which may be drilled into and bottomed in or under the Property. Grantor shall exercise its rights under the foregoing mineral, oil and gas reservation so as not to disturb any improvements, installations, petroleum or other products contained in such improvement or installments or surface activities on the Property. Grantor is to receive and retain all bonuses, rentals and royalties payable under any such mineral, oil and gas lease or leases. Grantor may assign, transfer, sell or convey such oil, gas and mineral reservation to any person, corporation, partnership or other entity.

This conveyance is made by Grantor and accepted by Grantee subject to all encumbrances, rights of way and other matters of record affecting same to the extent that the same are currently valid and enforceable against the Property.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever. Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claim of all persons claiming by, through or under Grantor, but not otherwise. The preceding sentence is for the benefit of Grantee and all parties now or hereafter constituting Grantee and may not be relied on or enforced by any other entity, including, without limitation, any direct or remote successor in title to Grantee or any title insurer of Grantee or its direct or remote successors in title, by way of subrogation or otherwise.

The above and foregoing instrument, and the transfer represented thereby, is exempt from the Illinois Real Estate Transfer Tax under and by virtue of 35 ILCS 200-35-45(i).

This Deed is effective at 12:01 a.m. local time on July 1, 1998, regardless of the date of execution or recordation.

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Permanent Index Number(s) (PIN): 10-33-201-052

Address of Real Estate: 5055 Touhy, Skokie, IL

EXECUTED on this 18<sup>th</sup> day of June, 2002.

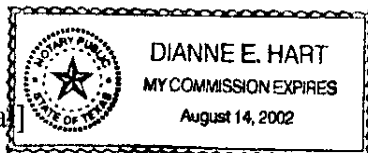
## SHELL OIL COMPANY

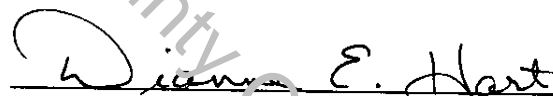
By:   
R. G. Becker  
Director, Corporate Real Estate

STATE OF TEXAS

COUNTY OF HARRIS

Before the undersigned notary, in and for this state, on this 18<sup>th</sup> day of June, 2002, personally appeared R. G. Becker, known to me to be the identical person who executed the within and foregoing instrument as the Director, Corporate Real Estate, for Shell Oil Company, a Delaware corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of said corporation for the uses and purposes therein set forth.



  
Notary Public  
My commission expires: 8-14-02

Prepared by, and when recorded mail to:

Joseph A. Girardi  
Henderson & Lyman  
Suite 240  
175 W. Jackson  
Chicago, IL 60604

Mail Subsequent Tax Statements to:

Equilon Enterprises LLC  
Tax Department-Property  
P. O. Box 4369  
Houston TX 77210-4369

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**EXHIBIT "A"  
COOK COUNTY, ILLINOIS**

Tract 158. - 5055 Touhy, Skokie, COOK, WIC 212-7296-0606  
Tax Parcel # 10-33-201-052

Lots 23, 24, 25 and 26 in Laramie Lawn Subdivision in the West 1/2 of the Northeast 1/4 of South 33, Township 41 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded February 25, 1927 as Document 9560351, excepting therefrom.

A part of Lot 23 in Laramie Lawn Subdivision, a subdivision in the West half of the Northeast quarter of Section 33, Township 41 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, and more particularly described as follows:

Beginning at the Northwest corner of said Lot 23; Thence on an assumed bearing of North 90 degrees 00 minutes 00 seconds East along the North line of said Lot 23 for a distance of 5.00 feet; thence South 51 degrees 37 minutes 35 seconds West for a distance of 6.44 feet, more or less to a point in the West line of said Lot 23 lying at a distance of 4.00 feet from said Northwest corner; thence North 0 degrees 43 minutes 56 seconds East along said West line 4.00 feet to the place of beginning, all in Cook County, Illinois;

together with all rights, privileges and appurtenances thereunto belonging, all buildings and improvements thereon, and all right, title and interest of Grantor (if any) in and to the alleys, streets and roads adjacent thereto;

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STATEMENT BY GRANTOR AND GRANTEE

The Grantor or his Agent affirms that, to the best of his knowledge, the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated June 18, 2002

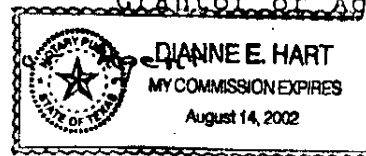
Shell Oil Company

Signature:

[Handwritten Signature]

Grantor or Agent

Subscribed and sworn to before me by the said Robert G. Becker, Grantor this 18th day of June, 2002 Notary Public Dianne E. Hart



The Grantee or his Agent affirms and verifies that the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated June 27, 2002

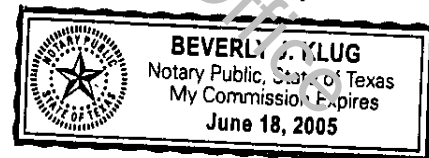
Equilon Enterprises LLC

Signature:

[Handwritten Signature]

Grantee or Agent

Subscribed and sworn to before me by the said Charles J. Budrick this 27th day of June, 2002 Notary Public Beverly J. Klug



NOTE: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to Deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)



EUGENE "GENE" MOORE

RECORDER OF DEEDS / REGISTRAR OF TORRENS TITLES