

This instrument prepared by:

Connie Reeves  
as Agent for Equiva Services LLC  
12700 Northborough Drive  
Houston, TX 77067



0021197590

When recorded, return by mail to:  
CVS 2809 IL, L.L.C.  
Attn : Kristine L. Donabedian  
Hinckley, Allan, Snyder  
1500 Fleet Center  
Providence, RI 02903

Mail Tax Statements to:  
CVS 2809 IL, L.L.C.  
C/o CVS Corporation  
One CVS Drive  
Woonsocket, RI 02895

SPECIAL WARRANTY DEED

THIS IS A DEED dated October 7, 2002, effective October 22, 2002, by EQUILON ENTERPRISES LLC, a Delaware limited liability company, with offices at 12700 Northborough Dr., Set. 300, Attn: Real Estate Administration, Houston, Texas 77067, (herein called "Grantor") to CVS 2809 IL, L.L.C., a Delaware limited liability company, with an address of c/o CVS Corporation, One CVS Drive, Woonsocket, Rhode Island 02895 (herein called "Grantee").

GRANTOR, for good and valuable consideration received, hereby grants and conveys to Grantee the following described Premises situated at **2801 N. Western Avenue**, City of **Chicago**, County of **Cook**, State of **Illinois**, described on the attached Exhibit A, together with all rights, privileges and appurtenances thereto and all buildings and land improvements thereon:

TO HAVE AND TO HOLD the same unto Grantee and Grantee's heirs, administrators, executors, successors and assigns forever; but

SUBJECT to the following:

Encroachments, protrusions, easements, changes in street lines, rights-of-way and other matters that would be revealed by a current on the ground survey and inspection of the Premises.

Recorded leases, agreements, easements, rights-of-way, covenants, conditions and restrictions as the same may be of present force and effect. Zoning regulations, ordinances, building restrictions, regulations and any violations thereof.

The lien for real property taxes for the current year, and any liens for special assessments which as of the date hereof, are not due and payable, and any liens for special assessments which, in each case, as of the date hereof, are not due and payable.

7938 232 0224

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# UNOFFICIAL COPY

During the period of twenty (20) years after the date of this Deed, no petroleum products for motor vehicles shall be advertised, stored, sold or distributed on the Premises, except for the sale at retail of petroleum products, other than motor fuels, in individually packaged containers.

There will be no basement on the Premises, no potable drinking water well will be installed on the Premises, and an asphalt cap shall be maintained on the Premises to prevent access to the native soils.

Grantee shall comply, at Grantee's sole cost and expense, with all of the terms and conditions of the No Further Remediation Letter issued by the Illinois Environmental Protection Agency on December 22, 2000, in respect to the Premises, and any other or additional such determinations made by the Illinois Environmental Protection Agency or other governmental agencies in respect to the environmental condition of the Premises.

Grantee releases Equilon, Shell Oil Company and Texaco Inc., and their parent, subsidiary, related and affiliated corporations, joint ventures and other entities of and from all claims, demands, liability, damages, actions and causes of action whatsoever, whether or not now or heretofore known, suspected or claimed, in respect to or arising out of the condition of the Premises, including but not limited to the environmental condition of the premises, and any obligation to perform or pay for any remediation or other action required in respect to the environmental condition of the premises, but specifically excepting from the foregoing all claims, demands, liability, damages, actions and causes of action in respect to or arising out of migration of contaminants from the Premises to adjacent real estate, provided such migration is not caused by the conduct of Grantee or Grantee's employees or authorized agents.

The foregoing covenants shall run with the land, shall bind Grantee's heirs, administrators, executors, successors and assigns and shall inure to the benefit of Grantor's successors and assigns.

SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor will warrant and defend title to the Premises against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.

City of Chicago  
Dept. of Revenue  
291671  
10/24/2002 10:50 Batch 11825 52



Real Estate  
Transfer Stamp  
\$9,937.50

Signatures Continue

STATE TAX

STATE OF ILLINOIS

OCT. 28.02

REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE

# 0000039724

REAL ESTATE TRANSFER TAX
0132500
FP 102808

COUNTY TAX

COOK COUNTY  
REAL ESTATE TRANSACTION TAX

OCT. 28.02

REVENUE STAMP

# 0000039849

REAL ESTATE TRANSFER TAX
0066250
FP 102802

21197590

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EXECUTED by Grantor as of the date first herein specified.

WITNESS:

*[Signature]*

EQUILON ENTERPRISES LLC

me By *Charles T. Badrick*  
Charles T. Badrick, Attorney-in-Fact

STATE OF TEXAS

§

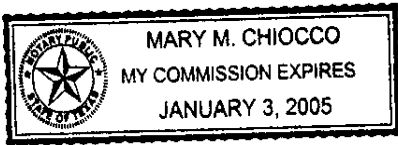
COUNTY OF HARRIS

The within and foregoing instrument was acknowledged before me this 10<sup>th</sup> day of October, 2002, by Charles T. Badrick, the Attorney-in-Fact of Equilon Enterprises LLC, a Delaware limited liability company, on behalf of the company.

Witness my hand and official seal.

My commission expires:

*Mary M. Chiocco*  
NOTARY PUBLIC



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## EXHIBIT A PROPERTY DESCRIPTION

Lots 24 thru 28 (except that part of lot 24 taken for widening Western Avenue) in Block 8 in Clybourn Avenue Addition of Lakeview and Chicago, being a Subdivision in the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

14-30-117-038 ✓  
2861 N. Western Ave  
Chgo Ill

Property of Cook County Clerk's Office

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