

# UNOFFICIAL COPY

SSA 7002 & MOC 3465  
1719 Western Ave.  
Chicago Heights, IL

## LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Speedway SuperAmerica LLC**, successor by merger with Emro Marketing Company, a Delaware limited liability company, whose address is c/o Property Tax Records, 539 South Main Street, Findlay, Ohio 45840, *GRANTOR*, for the consideration of Ten and No/100 Dollars (\$10.00), received to its full satisfaction of **Texor Petroleum Company, Inc.**, an Illinois Corporation, whose tax mailing address is 3340 S. Harlem Ave., Riverside, IL 60546, *GRANTEE*, does give, grant, bargain, sell and convey unto said GRANTEE the following described real estate, including buildings and improvements, in its existing "as is" condition inside the City of Chicago Heights, County of Cook, and State of Illinois:

See Exhibit "A" attached hereto and made a part thereof.

**PRIOR DEED REFERENCE: Doc. No. 87449579 &**

**PARCEL I.D. NUMBER: 32-19-316-032-0000**

Exceptions to warranties; title is subject to:

1. Taxes and assessments (both general and special) not now due and payable; (b) zoning ordinances, subdivision and planning laws and regulations and building code restrictions and all laws, rules and regulations relating to land and structures and their use, including but not limited to governmental regulations relating to buildings, building construction, building line and use and occupancy restrictions, and violations of any of the foregoing; (c) easements, conditions, reservations, agreements and restrictions of record, if any; (d) such a state of facts as an accurate survey might show; and (e) all legal roads and highways.
2. By acceptance hereof, Grantee agrees that for a period of Twenty-five (25) years from and after the date of this conveyance, the Premises shall not be used for the sale, marketing, storage, or advertising of motor fuels, except the trademarked products of MARATHON ASHLAND PETROLEUM LLC, its successors and assigns, purchased either directly from MARATHON ASHLAND PETROLEUM LLC, its successors and assigns or from a MARATHON® branded jobber and that this restriction shall be a covenant running with the land and shall be contained in and made a part of every deed, mortgage, lease or other instrument affecting the title to said premises.
3. This deed is subject to the following reservations, restrictions and conditions which shall be covenants running with the land and shall be binding upon Grantee, its successors, assigns and all future owners of the premises, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the premises (collectively, "Grantee", for purposes of these reservations, restrictions and conditions):



Doc#: 0335726018  
Eugene "Gene" Moore Fee: \$36.00  
Cook County Recorder of Deeds  
Date: 12/23/2003 10:38 AM Pg: 1 of 7

**P.N.T.N.**

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- a) Speedway SuperAmerica LLC, its successors and assigns ("Grantor") reserves the right to enter upon the premises, at no cost to Grantor, at reasonable times to conduct any Corrective Action only as and when required by the governmental agency with jurisdiction (the "Agency") in connection with a release of petroleum hydrocarbons at the premises. As used herein, the term, "Corrective Action", shall refer to one or more of the following activities: investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to site specific, risk-based corrective action ("RBCA"), if applicable, and/or other activities approved, concurred in or required by the Agency. In performing any Corrective Action at the premises, Grantor will have the right to rely on and use any current, future or revised or amended state cleanup/remediation standards, guidelines or criteria or revised federal cleanup/remediation standards, if applicable, including without limitation any site-specific risk-based soil and groundwater cleanup objectives or other similar RBCA policies administered by the Agency. In performing any Corrective Action at the premises, Grantor may also rely on and implement institutional controls as provided for in applicable laws, regulations and policies to ensure the protection of public health, safety or welfare and the environment. Grantee acknowledges that such institutional controls may require deed recordation running with the land at the premises. Such deed recordation would contain certain restrictions based on site-specific exposure such as prohibiting the use of groundwater at the premises, requiring that the use of the premises remain commercial/industrial, or requiring the premises, or a portion of the premises, to be paved or that existing pavement remain in place and be properly maintained. Grantee agrees to permit reasonable institutional controls regarding the premises in connection with Grantor's performance of any Corrective Action thereon. Grantee agrees to provide Grantor, at no cost to Grantor, with Grantee's written consent and signature as needed in connection with the preparation, execution and recording of any necessary documents relating to any institutional controls which are to be recorded on the premises as part of Grantor's performance of Corrective Action. Grantor reserves its legal appeal rights with respect to any orders, directives or requests of the Agency concerning but not limited to Corrective Action at the premises. Grantee agrees that, without prior written approval from Grantor, Grantee will not engage in any activity which would interfere with Grantor's performance of any Corrective Action at the premises. Such approval shall not be unreasonably withheld by Grantor. In the event that Grantee interferes with Grantor's performance of Corrective Action, Grantee agrees to pay Grantor for the reasonable costs incurred by Grantor as a result of any such interference, including, but not limited to, costs to replace monitoring wells that are damaged or destroyed by Grantee's activities.
- b) The use of the premises shall be restricted solely to industrial/commercial use.
- c) The installation and/or existence of potable wells on the premises is prohibited. The groundwater underneath the premises shall not be used for any purpose whatsoever. This restriction, however, does not prohibit the installation or use of any compliance wells, or any groundwater monitoring, recovery or extraction wells or similar devices, used for or related to the performance of any Corrective Action.
- d) Grantee shall not have any claim against Grantor, or Grantor's parent companies, affiliates, predecessors, successors, assigns, subsidiary companies or their respective past, present and

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future officers, employees, agents and/or representatives (collectively, the "Released Parties"), based upon, related to or arising out of the presence of any contamination on, under or at the premises. The Released Parties are hereby forever released from any and all such claims including, but not limited to, any and all claims and statutory causes of action under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Clean Water Act, the state law equivalents of such acts, state and federal underground storage tank laws and regulations and all other environmental laws and regulations, all as amended. This release shall not apply to claims of breach of that certain Offer to Purchase (including Exhibit "B") dated October 15, 2003 between Grantor and Grantee that may arise in the future.

- e) Grantee agrees to adhere to, and comply with, the terms of any closure or no further action/remediation letter or determination from the Agency regarding Grantor's performance of Corrective Action.
- f) Grantee hereby agrees to defend (with counsel reasonably acceptable to the Released Parties), indemnify and hold the Released Parties (as defined above) harmless from and against any and all liabilities, claims, losses, suits, actions, judgments, damages, costs (including reasonable attorneys' fees) or penalties that result from, arise out of or relate in any way to any violation of the reservations, restrictions and/or conditions contained in this deed.
- g) In case any one or more of the reservations, restrictions or conditions (or portions thereof) contained in this deed shall, for any reason, be held to be invalid, illegal or legally unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other portion of that provision or any other provision hereof (whether or not clearly divisible from such provision or portion thereof), and the above reservations, restrictions and conditions shall be construed and interpreted in the manner which is valid, legal and legally enforceable, and which is most nearly consistent with the intention of Grantor and Grantee as evidenced by the above reservations, restrictions and conditions.

AND THE GRANTOR does for itself, its successors and assigns covenant with the said GRANTEE, its successors and assigns, the GRANTOR has not made, done, executed, or suffered any act or thing whereby the above-described premises or any part thereof now are or at any time hereafter shall or may be imperiled, charged, or encumbered in any manner whatsoever; and the title to the above-granted premises against all persons lawfully claiming the same by, through or under the GRANTOR, said GRANTOR will forever warrant and defend.

IN WITNESS WHEREOF, said corporation sets its hand this 10th day of November, 2003.

WITNESS:

By: Vanessa Van Veizer  
Printed: Vanessa Van Veizer

Speedway SuperAmerica LLC

By: J. T. Morgan  
Name: J. T. Morgan  
Title: Sr. Vice President - Operations  
Date: November 10, 2003



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STATE OF OHIO )  
 ) SS.  
COUNTY OF CLARK )

BEFORE ME, a Notary Public in and for said State of Ohio personally appeared the above named Speedway SuperAmerica LLC, a Delaware limited liability company, by J. T. Morgan, its Senior Vice President - Operation who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Enon, Ohio, this 10<sup>th</sup> day of November, 2003.

Marilee A. Webster  
Notary Public

My Commission Expires:  
MARILEE A. WEBSTER, Notary Public  
In and for the State of Ohio  
My Commission Expires March 28, 2007

This Instrument Prepared by:  
E. F. Rubin  
Attorney-at-Law  
539 South Main Street  
Findlay, Ohio 45840

AFTER RECORDING MAIL TO:  
Grantee

Mail tax bills to:  
Texas Petroleum  
3340 S. Harlem  
Riverside, IL 60540

ADDRESS OF PROPERTY:  
1719 Western Ave.  
Chicago Heights, Illinois

The Above Address Is For Statistical Purposes Only And Is Not A Part Of This Deed.

SEND SUBSEQUENT TAX BILLS TO:


CITY OF CHICAGO  
REG. TRANSFER TAX


1400 DOLLARS

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PARCEL A: THAT PART OF THE NORTH 102.50 FEET LYING SOUTH OF A LINE 282.50 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT OF WAY OF THE JOLIET BRANCH OF THE MICHIGAN CENTRAL RAILROAD AND PART OF THE EAST 200.00 FEET OF THE WEST 250.00 FEET OF THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B: THE NORTH 50 FEET OF THE SOUTH 332.50 FEET OF THE EAST 25 FEET OF THE WEST 250 FEET OF THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF THE JOLIET BRANCH OF THE MICHIGAN CENTRAL RAILROAD AS LOCATED THROUGH SAID SECTION 19, ALL IN COOK COUNTY, ILLINOIS.

0925007  
  
 STATE OF ILLINOIS  
 REAL ESTATE TRANSFER TAX  
 ★ ★ ★  
 OCT 10'03 DEPT. OF REVENUE ≈ 76.00  
 PB. 10016

092787  
 Cook County  
 REAL ESTATE TRANSACTION TAX  
 REVENUE  
 STAMP OCT - 9'03  
  
 ≈ 38.00  
 PB. 10848




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- 9. The sale or exchange of parcels or tracts of land existing on the date of the Amendatory Act, July 17, 1959, into no more than 2 parts and not involving any new streets or easements of access.
- 10. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois to accept the attached deed for recording.

By: J. T. Morgan  
 Printed: J. T. Morgan



Subscribed and sworn to before me this 10<sup>th</sup> day of November, 2003.

Natalie A. Webster  
 Notary Public

My Commission Expires:

NATALIE A. WEBSTER, Notary Public  
 In and for the State of Ohio  
 My Commission Expires March 28, 2007