

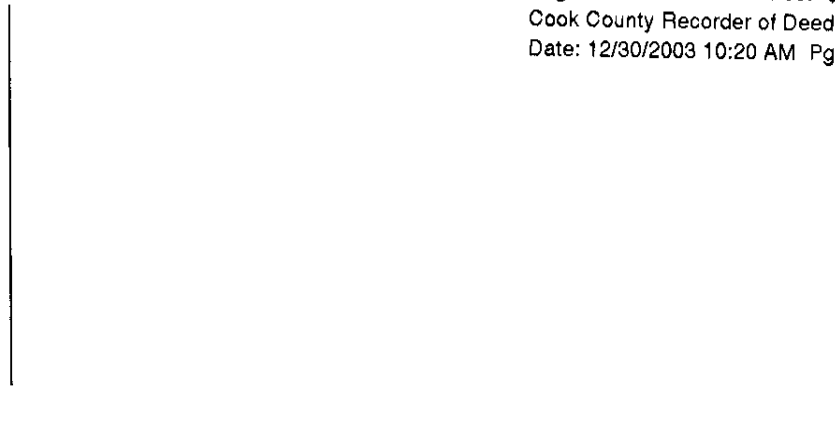
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Doc#: 0336433124
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 12/30/2003 10:20 AM Pg: 1 of 6



Space Above This Line For Recorder's Use

8101963 D-2 MS

SPECIAL WARRANTY DEED

THIS IS A DEED dated December 12, 2003, effective December 15, 2003, by Equilon Enterprises LLC, a Delaware limited liability company, having an office at 12700 Northborough, Houston, Texas 77067 ("Grantor") to Interra Petrosites (Series Wheeling), L.L.C., a series of Interra Petrosites, L.L.C., a Delaware limited liability company, with an address of 541 N. Fairbanks Ct., Suite 1890, Chicago, Illinois 60611 ("Grantee").

GRANTOR, for good and valuable consideration received, hereby grants and conveys to Grantee the following described Premises situated at 801 W. Dundee, Wheeling, Illinois;

See attached Exhibit "A" for legal description

together with all rights, privileges and appurtenances thereto and all buildings and land improvements thereon;

TO HAVE AND TO HOLD the Premises 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 agreements, easements, rights-of-way, covenants, conditions and restrictions as the same may be of present force and effect;

BOX 333-CTI

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Zoning regulations, ordinances, building restrictions, regulations and any violations thereof; and

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

Grantee covenants, as part of the consideration for this conveyance, as follows:

(a) no basement will be constructed on the Premises, (b) no potable water well will be installed or maintained on the Premises, (c) if and to the extent necessary, as determined by Grantor in Grantor's sole discretion, an asphalt or concrete barrier will be maintained on the Premises to prevent access to the native soils and the use of the Premises will be restricted to commercial/industrial purposes only, (d) all soil or groundwater removed or excavated from, or disturbed on, the Premises will be handled and disposed of in accordance with all applicable environmental laws, statutes, rules and regulations, (e) all worker safety requirements for handling petroleum contaminated soil or groundwater will be observed (f) Grantor is authorized by Grantee to record against the Premises such No Further Remediation letters or similar documents (collectively "NFR Letters") as may be issued by the Illinois Environmental Protection Agency or other government agency having jurisdiction over the Premises, and Grantee shall execute all documents and take all action as required of Grantee for the issuance and recording of such NFR Letters against the Premises; provided, however, such NFR Letters do not contain any restrictions, conditions or limitations on the Premises other than those (i) provided for, or allowed to be imposed by Grantor in this Deed, (ii) permitted in that certain Offer to Purchase Premises dated July 18, 2003 between Equilon Enterprises LLC, seller, and Interra Equities, LLC, purchaser ("Agreement"), or (iii) otherwise applicable to the Premises, and (g) except as may be otherwise specifically provided to the contrary in the Agreement, Grantee shall comply, at solely Grantee's expense, with all of the terms and conditions of such NFR Letters, including but not limited to the responsibility for and cost of handling and disposal of contaminated soil or groundwater on the Premises; and

Except as may be otherwise specifically provided in the Agreement, from and after the date of this deed, 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

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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.

The foregoing covenants, conditions, restrictions and agreements 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. Grantor's waiver of any breach of the foregoing covenants, restrictions and agreements shall not constitute a waiver of the covenants or restrictions nor of any subsequent breach hereof.

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

Permanent Index Number (PIN): 03-10-101-047-0000

EXECUTED by Grantor as of the date first herein specified.

WITNESS:

EQUILON ENTERPRISES LLC

Debbie Szostek
Debbie Szostek

By: Charles T. Badrick
Charles T. Badrick
Attorney-in-Fact

Judith L. Reyna
Judith L. Reyna

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

The within and foregoing instrument was acknowledged before me on December 12, 2003 by Charles T. Badrick, Attorney-in-Fact, for Equilon Enterprises LLC, a Delaware limited liability company, on behalf of the company.

WITNESS my hand and official seal



Mary M. Chiocco
Notary's Signature

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Prepared by:

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

Mail Subsequent Tax Statements to:

Interra Equities, LLC
541 N. Fairbanks Ct., Suite 1010
Chicago, IL 60611


When Recorded Mail to:

Keith Ross, Esq.
2 N. LaSalle St., 13th Flr
Chicago, IL 60602

Property of Cook County Clerk's Office

STATE TAX

STATE OF ILLINOIS



DEC. 24. 03


REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000062333

REAL ESTATE TRANSFER TAX
0032500
FP 102808

COUNTY TAX

COOK COUNTY
REAL ESTATE TRANSACTION TAX



DEC. 24. 03

REVENUE STAMP

0000062481

REAL ESTATE TRANSFER TAX
0016250
FP 102802

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

LOT 'B' IN DUNDEE-ELMHURST RESUBDIVISION OF PART OF LOT 'A' IN DUNHURST SUBDIVISION, UNIT NO. 4, A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10 AND PART OF THE SOUTHWEST 1/4 OF SECTION 3, ALL IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1969 AS DOCUMENT 20850303, (EXCEPT THE NORTH 17.0 FEET, MEASURED AT RIGHT ANGLES, TO THE NORTH LINE THEREOF, OF SAID LOT 'B'), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AN EXCLUSIVE PERMANENT EASEMENT OVER AND ACROSS THE FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY; TOGETHER WITH RIGHT TO INSTALL AND MAINTAIN DRIVEWAYS, CURBING AND LIGHTS THEREON CONTAINED IN TRUSTEE'S DEED FROM BENJAMIN ORDOWER, TRUSTEE UNDER TRUST NO. 87 DATED JUNE 25, 1956 TO SHELL OIL COMPANY RECORDED APRIL 16, 1957 AS DOCUMENT 16879208 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE MAIN PARCEL DESCRIBED ABOVE AND RUNNING THENCE EASTERLY ON A LINE BEING A PROJECTION EASTERLY OF THE SOUTH LINE OF THE MAIN PARCEL TO A POINT IN THE WESTERLY EDGE OF THE CONCRETE PAVEMENT OF ELMHURST ROAD; THENCE SOUTHERLY ALONG THE SAID EDGE OF THE CONCRETE PAVEMENT 25.00 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION TO A POINT IN THE SOUTHERLY LINE OF THE MAIN PARCEL; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE MAIN PARCEL 15.00 FEET TO THE POINT OF BEGINNING SUBJECT HOWEVER TO ALL EXISTING RIGHT OF GOVERNMENTAL AUTHORITIES IN AND TO SAID PARCEL FOR HIGHWAY USE.

PARCEL 3:

AN EXCLUSIVE PERMANENT EASEMENT FOR THE PURPOSE OF INSTALLING, LAYING AND MAINTAINING AN UNDERGROUND SEWER LINE CONTAINED IN TRUSTEE'S DEED FROM BENJAMIN ORDOWER, TRUSTEE UNDER TRUST NO. 87 DATED JUNE 25, 1956 TO SHELL OIL COMPANY RECORDED APRIL 16, 1957 AS DOCUMENT 16879208 AND AGREEMENT MADE BY COSMOPOLITAN NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1957 KNOWN AS TRUST NUMBER 6605, GRANTOR AND SHELL OIL COMPANY

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RECORDED FEBRUARY 25, 1958 AS DOCUMENT 17141639 CONSISTING OF A 20-FOOT WIDE STRIP, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS: THAT PART OF LOT "A" IN DUNHURST SUBDIVISION, UNIT NO. 4, A PART OF THAT EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10 AND PART OF THE SOUTHWEST 1/4 OF SECTION 3, ALL IN TOWNSHIP 42 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AS RECORDED APRIL 24, 1956 AS DOCUMENT 16559719 IN BOOK 467, OF PLATS, PAGES 45 TO 47, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER POINT OF AN EXISTING MANHOLE TO AN EXISTING 8-INCHES IN DIAMETER SEWER, SAID POINT BEING 327.00 FEET NORTH OF THE SOUTH LINE AND 121.38 FEET WEST OF THE EAST LINE OF SAID LOT "A", A DISTANCE OF 159.00 FEET TO A POINT, WHICH IS 122.15 FEET WEST OF THE EAST LINE OF SAID LOT "A"; THENCE CONTINUING NORTH, A DISTANCE OF 112.00 FEET, MORE OR LESS TO THE SOUTH LINE OF MAIN PARCEL SAID POINT, BEING 120.00 FEET WEST OF THE EAST LINE OF SAID LOT "A".