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Doc#: 0513335220
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 05/13/2005 11:16 AM Pg: 1 of 7

8272840-0513
1005

Property of Cook County Clerk's Office

Space Above This Line For Recorder's Use

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SPECIAL WARRANTY DEED

THIS IS A DEED dated April 20, 2005, effective April 22, 2005, by Equilon Enterprises LLC, a Delaware limited liability company, with an address of 12700 Northborough, Suite 100, Houston, Texas 77067 (hereinafter "Grantor"), to SAFI Inc., an Illinois corporation, with an address of 8060 Lawndale, Skokie, IL 60076 (hereinafter "Grantee").

GRANTOR, for good and valuable consideration received, hereby grants and conveys to Grantee the following described real property commonly known as 7859 S. State St., Chicago, Cook County, Illinois 60619 (hereinafter "Premises");

See attached Exhibit "A" for legal description

together with all rights, privileges and appurtenances thereto and all buildings and land improvements thereon, LESS AND EXCEPT:


All right, title and interest 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, and the right to explore for, develop and produce same, as well as the right to lease the Premises herein conveyed for such purposes, and all mineral and royalty rights whatsoever in, on or under and pertaining to the Premises but without the right to use, or right of any ingress to or egress from the surface of the Premises herein conveyed for exploration or producing purposes, all of said interests having been saved, retained, reserved and excepted in a previous conveyance of the Premises.

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STATE TAX

STATE OF ILLINOIS



MAY. 12.05

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE


00000369

REAL ESTATE TRANSFER TAX
00900.00
FP 103032

COUNTY TAX

COOK COUNTY

REAL ESTATE TRANSACTION TAX



MAY. 12.05


REVENUE STAMP

00000401

REAL ESTATE TRANSFER TAX
0045000
FP 103032

CITY TAX

CITY OF CHICAGO



MAY. 12.05

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

000001449

REAL ESTATE TRANSFER TAX
06750.00
FP 103033

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

As additional consideration furnished by Grantee, and as an inducement to Grantor to grant and convey the Premises, Grantee hereby further agrees and covenants as follows:

1. Subject to section 3 immediately below, for a period of ten (10) years, beginning on the effective date of this Deed, Grantee agrees that if the Premises is used for the sale of motor fuel, the motor fuel must be purchased from Grantor, or Grantor's successor or assigns, and the Premises must be operated pursuant to the terms and conditions of Grantor's standard Supply Agreement or its replacement (the covenants, agreements and restrictions in this paragraph 1 are hereinafter collectively referred to as the "Brand Covenant").
2. Grantee shall use, improve, lease, sell, encumber or transfer the Premises subject to the Brand Covenant. Grantee may not assign its rights or obligations under the Brand Covenant without the prior written consent of Grantor. The Brand Covenant runs with the land or leasehold interest, as applicable, and will appear as a recorded item in the property records of the Premises, and is for the benefit of, and binds, the successors in interest and assigns of Grantee. Grantor's failure to enforce any breach of the Brand Covenant is not a waiver of the Brand Covenant or of any subsequent breach thereof. All purchasers, lessees, and possessors of all or any portion of the Premises and their respective heirs, successors, assigns will be deemed by their purchase, lease, or possession to be in accord with, and shall agree to the terms of, the Brand Covenant.

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3. Grantee will be excused from complying with the Brand Covenant if Grantor elects to do a market withdrawal in accordance with the Petroleum Marketing Practices Act, 15 USC 2801, et seq., from a geographic area that includes the Premises.

4. If Grantee fails to comply with the Brand Covenant for any reason whatsoever, Grantor may pursue any and all actions to enforce the terms of the Brand Covenant and pursue any and all remedies available at law or in equity.

As additional consideration furnished by Grantee, and as an inducement to Grantor to grant and convey the Premises, Grantee hereby further agrees and covenants 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) an asphalt or concrete barrier will be maintained on the Premises to prevent access to the native soils, (d) the use of the Premises will be restricted to commercial or industrial purposes only. (e) 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, (f) all worker safety requirements for handling petroleum contaminated soil or groundwater will be observed, (g) 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, or (ii) otherwise applicable to the Premises, and (h) except as may be otherwise specifically provided in a written agreement between Grantor and Grantee, Grantee shall, at solely Grantee's expense, comply with all of the terms and conditions of such NFR Letters and all of the covenants contained in this deed.

To the extent not otherwise specifically provided herein, or if so provided, then in addition thereto, all of the covenants, conditions, restrictions and agreements contained in this deed (i) shall run with the land, (ii) shall bind Grantee and Grantee's heirs, administrators, executors, successors and assigns, and subsequent owners, lessees and occupants of the Premises, and (iii) are made for, and shall inure to, the benefit of Grantor and Grantor's successors and assigns. Grantor's waiver of any breach of the

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

Subject to all of 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): 20-27-318-045-0000

EXECUTED by Grantor as of the date first herein specified.

EQUILON ENTERPRISES LLC

By: Julie F. Galjour
~~Charles T. Badrick~~ Julie F. Galjour
Attorney in Fact Manager, Property Management

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

The within and foregoing instrument was acknowledged before me on April 20, 2005 by ~~Charles T. Badrick, Attorney in Fact~~ for Equilon Enterprises LLC, a Delaware limited liability company, on behalf of the company.

Julie F. Galjour
Manager,
Property
Management

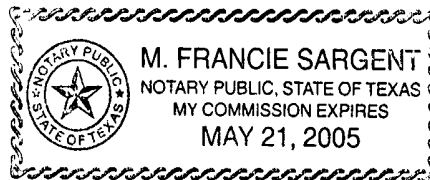
WITNESS my hand and official seal

M. Francie Sargent
Notary's Signature

AGREED AND ACCEPTED:

SAFI Enterprises, Inc.

By: [Signature]
Name: Mohammad Noor Yaqoob
Title: President
Date: April __, 2005



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State of Illinois)
) §
County of _____)

Before me _____ (here insert the name and character of the officer) on this day personally appeared _____, known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of April, 2005.

Notary's Signature

Prepared by:

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

Mail Subsequent Tax Statements to:

SAFL, Inc.
8060 Lawndale
Skokie, IL 60076

When Recorded Mail to:

Lou Bruno
O'Keefe, Lewis & Bruno, P.C.
9239 Gross Pint Road
Skokie, IL 60077

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1410 008232840 OF
 STREET ADDRESS: 7859 S STATE ST
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 20-27-318-045-0000 -047

LEGAL DESCRIPTION:**PARCEL 1:**

THAT PART OF THE SOUTH 51 1/2 FEET OF LOT 7 IN BLOCK 19 IN PITNER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE EXTENDED FROM A POINT IN THE WEST LINE 7.50 FEET SOUTH OF THE NORTHWEST CORNER THEREOF TO THE EAST LINE OF SAID LOT, 43.69 FEET SOUTH OF THE NOTHEAST CORNER THEREOF;

PARCEL 2:

THE SOUTHERLY 98 FEET OF THAT PART OF LOTS 7 AND 8 TAKEN AS A TRACT LYING NORTH OF THE NORTH LINE OF EAST 79TH STREET AS WIDENED IN BLOCK 19 IN PITNER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 3:

THE SOUTH 20.00 FEET OF THE EAST 101.00 FEET OF THE NORTH HALF OF LOT 8 IN BLOCK 19 IN PITNER'S SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.