

UNOFFICIAL COPY

This instrument was prepared by
and, after recording, return to:



Doc#: 0521544064
Eugene "Gene" Moore Fee: \$58.00
Cook County Recorder of Deeds
Date: 08/03/2005 12:45 PM Pg: 1 of 18

BP America, Inc.
BP Law Department
Michelle Georgetown, Esq.
4101 Winfield Road
Warrenville, Illinois 60555

ACCESS, STORMWATER, UTILITY AND SIGNAGE EASEMENT AND RESTRICTIVE COVENANT AGREEMENT

THIS ACCESS, STORMWATER, UTILITY AND SIGNAGE EASEMENT AND RESTRICTIVE COVENANT AGREEMENT (this "Agreement") is made as of the 15th day of June, 2005, by and between BP PRODUCTS NORTH AMERICA INC., a Maryland corporation ("BP"), and QUICK STOP AUTO SHOP, INCORPORATED, an Illinois corporation ("Quick Stop"), and RICHARD TAKSAS, an individual ("Taksas" and, together with Quick Stop, collectively, "Adjoining Owner").

RECITALS

A. BP is the owner of that certain tract of land (sometimes referred to as the "BP Parcel") shown on the site plan attached hereto and made a part hereof as Exhibit A (the "Site Plan") and legally described on Exhibit B attached hereto and made a part hereof.

B. Adjoining Owner is the owner of that certain tract of land (sometimes referred to as the "Adjoining Parcel") shown on the Site Plan and legally described on Exhibit C attached hereto and made a part hereof. The BP Parcel and the Adjoining Parcel are sometimes individually referenced to herein as a "Tract" and collectively referred to herein as the "Tracts."

C. Each of the parties hereto is desirous of imposing certain easements, covenants, conditions and restrictions upon the Tracts for the purpose of facilitating the economic and related development of the Tracts.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of BP and Adjoining Owner does hereby declare that each of the following grants, easements, covenants, conditions and restrictions shall exist at all times hereafter and be binding upon, and inure to the benefit of, each Tract.

1. RECIPROCAL ACCESS EASEMENT.

(a) Access Area. BP and Adjoining Owner desire to provide for a common access area consisting of all paved areas (other than parking spaces, sidewalks, service alleys, if any, and car wash drive throughs) located on the Tracts (collectively, the "Access Area").

8262011 03/10/05
3 of 3

UNOFFICIAL COPY

(b) Adjoining Owner Easement. Subject to the conditions and limitations hereinafter set forth, BP hereby declares and grants to Adjoining Owner, its successors and assigns, for the benefit of and as an appurtenance to the Adjacent Parcel, a non-exclusive reciprocal easement upon, over and across that part of the Access Area located on the BP Parcel for the purpose of providing Adjoining Owner and Adjoining Owner's tenants and its employees, customers, agents and invitees with vehicular ingress and egress to and from the Adjoining Parcel to the public rights of way.

(c) BP Easement. Subject to the conditions and limitations hereinafter set forth, Adjoining Owner hereby declares and grants to BP, its successors and assigns, for the benefit of and as an appurtenance to the BP Parcel, a non-exclusive reciprocal easement upon, over and across that part of the Access Area located on the Adjoining Parcel for the purpose of providing BP and BP's tenants and its employees, customers, agents and invitees with vehicular ingress and egress to and from the BP Parcel to the public rights of way.

(d) Temporary Construction Easement. Subject to the conditions and limitations hereinafter set forth, each party hereby declares and grants to the other, a non-exclusive temporary construction easement for the purpose of constructing the Access Area for the purposes set forth herein; provided: (i) except as provided in clause (e) below, each party shall be responsible for permitting and constructing the portion of the Access Area located on its Tract; (ii) the parties shall cooperate and coordinate the planning and construction of the Access Area to minimize interference with the use of their respective Tracts; and (iii) during the period of construction, to the extent that one party damages any portion of the improvements located on the other party's Tract or its Tract, the party causing such damage shall forthwith repair any such damage and restore the other party's improvements and Tract to the condition that existed immediately prior to such damage, at its sole cost and expense.

(e) Harlem Avenue Joint Access Point. The parties agree that, in connection with BP's development of its Tract, BP shall construct a "right in, right out" access point to Harlem Avenue located partially on the BP Parcel and partially on the Adjoining Parcel, which access point shall be deemed to be a portion of the Access Area and shall be located by BP on or about the area depicted on the Site Plan, subject to any governmental requirements (the "Harlem Access Point"). BP shall be responsible for planning, permitting and constructing the Harlem Access Point at its sole cost and expense. From and after BP's construction of the Harlem Access Point, the owner of each Tract shall be responsible for maintaining that portion of the Harlem Access Point located on its Tract in accordance with Section 6 of this Agreement.

(f) Indemnity. Each party covenants and agrees, to indemnify, defend and hold the other harmless from and against all claims, costs, expenses and liabilities (including reasonable attorneys' fees) arising from or as a result of the death of or injury to any person, any accident, injury, loss or damage to property whatsoever, caused by said party in connection with the construction of the Access Area and the restoration of the related improvements as set forth in Section 1(d) of this Agreement. Notwithstanding the foregoing, neither party shall be obligated or responsible to indemnify or hold harmless the other party from any claims, costs, expenses and liabilities caused by, arising out of or resulting from any negligent or intentional acts or omissions of the other party.

UNOFFICIAL COPY

(g) Traffic Flow; Safety. Each party hereto covenants that, in connection with the exercise of the easements created by this Section 1, such party shall use the Access Area located on the other party's Tract safely and in accordance with the intended traffic flow patterns for that Tract, as reasonably determined by the other party.

(h) Non-Disturbance. Each party hereto covenants that in the exercise of the easements hereby created, such party shall not disturb any other party's use of its Tract except as reasonably necessary, and each party shall interfere with the business being operated on the Tracts as little as reasonably possible in the exercise of its rights herein.

2. STORMWATER AND UTILITY EASEMENT.

(a) Stormwater and Utility Easement. Subject to the conditions and limitations hereinafter set forth, Adjoining Owner hereby declares and grants to BP, its successors and assigns, for the benefit of and as an appurtenance to the BP Parcel, a perpetual, non-exclusive easement (the "Stormwater and Utility Easement") under and across that approximately ten foot (10') wide portion of the Adjoining Parcel running along Harlem Avenue and legally described on Exhibit D attached hereto and made a part hereof (the "Stormwater and Utility Easement Area"), for the purpose of tapping into, constructing, laying, installing, operating, using, repairing, altering, replacing, inspecting, maintaining and removing, from time to time, the Utility Lines. For purposes of this Agreement, "Utility Lines" shall mean all pipes, lines, cables, valves, pumps, filters, and any and all other appurtenances and equipment incidental to, or necessary or convenient for, the drainage of stormwater from BP's Parcel and the operation and use of any utilities necessary or convenient for BP's Parcel.

(b) Right of Ingress and Egress. Subject to the conditions and limitations of this Agreement, BP shall have the right of reasonable ingress and egress to and from the Stormwater and Utility Easement Area for purposes related to the Stormwater and Utility Easement as described in and in accordance with the terms and conditions of this Agreement.

(c) Prohibited Improvements. Adjoining Owner shall not construct any buildings or other structures on any portion of the Stormwater and Utility Easement Area.

(d) Reservations. Adjoining Owner expressly reserves all rights to the Stormwater and Utility Easement Area not inconsistent with those granted to BP pursuant to the Stormwater and Utility Easement. Adjoining Owner also expressly reserves the right to grant other easements to, under and across the Stormwater and Utility Easement Area, to allow other utility lines to be installed under, across and within the Stormwater and Utility Easement Area, and to tap into the Utility Lines, at Adjoining Owner's sole cost and expense, provided such easements, utilities and tap-ins do not in any way affect BP's Stormwater and Utility Easement rights hereunder or the full, uninterrupted operation of the Utility Lines.

(e) Construction, Maintenance and Repair. Without limiting the generality of the Stormwater and Utility Easement granted hereby, BP shall have the right, from time to time and at BP's sole cost and expense, to tap into, construct, lay, install, repair, alter, replace, inspect, maintain and remove any or all of the Utility Lines which will run within and along the Stormwater and Utility Easement Area; provided: (i) BP shall be responsible for planning,

UNOFFICIAL COPY

tapping into, constructing, laying, installing, repairing, altering, replacing, inspecting, maintaining and removing the Utility Lines; (ii) during the period of construction, to the extent that BP damages the Adjoining Parcel or any improvements located thereon not prohibited hereby, BP shall promptly repair any such damage at its sole cost and expense; (iii) promptly after the construction, BP shall restore the surface of the Adjoining Parcel and any portion of the improvements located on the Adjoining Parcel, and not prohibited hereby, to its condition prior to the commencement of said construction; (iv) upon the completion of the construction, BP shall be responsible for performing any and all reasonably necessary repairs, alterations, replacements, inspections, maintenance and removal of the Utility Lines and shall have the right to do so; and (v) BP shall tap into, use, repair, alter, replace, inspect, maintain and remove the Utility Lines at BP's sole cost and expense; provided, however, that if any property other than the BP Parcel (including, without limitation, the Adjoining Parcel) taps into or uses the Utility Lines, the owner of such other property (including, without limitation, Adjoining Owner) shall be responsible for the reimbursement of its proportionate share of such costs and expenses incurred by BP. For purposes of this Section 2(e), "proportionate share" shall mean the ratio obtained by dividing the gross acreage of a given property by the total gross acreage of all properties obligated to pay a proportionate share with respect to stormwater lines and the actual percentage of use, as reasonably determined by BP, with respect to other utility lines. Any such reimbursement shall be made within thirty (30) days after receipt from BP of reasonable evidence of such expenses, including all invoices and paid receipts and BP's reasonable calculation of the owner's proportionate share thereof. Notwithstanding the foregoing, in no event shall BP be entitled to reimbursement for any expenses which are occasioned by BP's negligence or willful misconduct or for which BP is (or has the right to be) reimbursed by any party not otherwise required to pay a proportionate share hereunder (including, without limitation, any insurance carrier).

(f) Indemnity. BP covenants and agrees to indemnify, defend and hold Adjoining Owner harmless from and against all claims, costs, expenses and liabilities (including reasonable attorneys' fees) arising from or as a result of the death of or injury to any person, any accident, injury, loss or damage to property whatsoever, caused by BP or its agents or contractors in connection with the construction, maintenance and repair of BP's Utilities as set forth in Section 2(e) of this Agreement. Notwithstanding the foregoing, BP shall not be obligated or responsible to indemnify or hold harmless Adjoining Owner from any claims, costs, expenses and liabilities caused by, arising out of or resulting from any negligent or intentional acts or omissions of Adjoining Owner or its agents or contractors.

(g) Non-Disturbance. BP covenants that, in connection with the exercise of the easement created by this Section 2, BP shall not disturb Adjoining Owner's use of its Tract, except as reasonably necessary, and BP shall interfere as little as reasonably possible with the business being operated on Adjoining Owner's Tract in the exercise of its rights herein.

3. SIGNAGE EASEMENT.

(a) Signage Easement. Subject to the conditions and limitations hereinafter set forth, BP hereby declares and grants to Adjoining Owner, its successors and assigns, a non-exclusive easement (the "Signage Easement") upon that portion of the BP Parcel located at the Northeast corner of Harlem Avenue and Southwest Highway within the area legally described on Exhibit E

UNOFFICIAL COPY

attached hereto and made a part hereof (the "Signage Easement Area") for the purpose of constructing, placing, erecting, using, repairing, altering, maintaining, replacing and removing, all at Adjoining Owner's sole cost and expense, a sign of up to ten feet (10') in height, and no more than five feet (5') in width and two feet (2') in depth, and displaying information relevant to Adjoining Owner's business (the "Sign"). The Adjoining Owner's Sign shall at all times comply with all applicable governmental statutes, ordinances, rules and regulations governing signage, and shall not be unacceptable to BP in BP's reasonable discretion.

(b) Right of Ingress and Egress. Subject to the conditions and limitations of this Agreement, Adjoining Owner shall have the right of reasonable ingress and egress to and from the Signage Easement Area for purposes related to the Signage Easement as described in and in accordance with the terms and conditions of this Agreement.

(c) Reservations. BP expressly reserves all rights to the Signage Easement Area not inconsistent with those granted to Adjoining Owner pursuant to the Signage Easement. BP also expressly reserves the right to grant other easements to, under, over and across the Signage Easement Area, and to place its own signage on the Signage Easement Area, at BP's sole cost and expense, provided such easements do not affect Adjoining Owner's Signage Easement rights hereunder or the full use of the Sign in accordance with the terms and conditions hereof.

(d) Construction, Maintenance and Repair. Without limiting the generality of the Signage Easement granted hereby, Adjoining Owner shall have the right, from time to time and at Adjoining Owner's sole cost and expense, to construct, place, erect, repair, alter, maintain, replace and remove the Sign within and upon and the Signage Easement Area; provided: (i) Adjoining Owner shall be responsible for planning, constructing, placing, erecting, repairing, altering, maintaining, replacing and removing the Sign; (ii) Adjoining Owner shall plan, construct, place, erect, alter, maintain, replace and remove the Sign so as to minimize interference with the use of BP Parcel; (iii) during the period of construction and erection, to the extent that Adjoining Owner damages the BP Parcel or any improvements located thereon, Adjoining Owner shall promptly repair any such damage at its sole cost and expense; and (iv) promptly after the construction and erection of the Sign, Adjoining Owner shall restore the surface of the BP Parcel and any portion of the improvements related to the BP Parcel to its condition prior to the commencement of said construction.

(e) Indemnity. Adjoining Owner covenants and agrees to indemnify, defend and hold BP harmless from and against all claims, costs, expenses and liabilities (including reasonable attorneys' fees) arising from or as a result of the death of or injury to any person, any accident, injury, loss or damage to property whatsoever, caused by Adjoining Owner or its agents or contractors in connection with the construction, maintenance and repair of the Sign as set forth in Section 3(d) of this Agreement. Notwithstanding the foregoing, Adjoining Owner shall not be obligated or responsible to indemnify or hold harmless BP from any claims, costs, expenses and liabilities caused by, arising out of or resulting from any negligent or intentional acts or omissions of BP or its agents or contractors.

(f) Non-Disturbance. Adjoining Owner covenants that, in the exercise of the easement hereby created, Adjoining Owner shall not disturb BP's use of its Tract except as

UNOFFICIAL COPY

reasonably necessary, and Adjoining Owner shall interfere as little as reasonably possible with the business being operated on BP's Tract in the exercise of its rights herein.

4. RESTRICTIVE COVENANT.

(a) Covenant. No part of the Adjacent Parcel, or any other property assembled or developed in conjunction therewith by Adjoining Owner or its heirs, successors or assigns, shall be used, in whole or in part, directly or indirectly, for a convenience store, or car wash, or petroleum station, gas station, or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, diesel fuel, kerosene, benzol, naphtha, any fuel used for internal combustion engines, or other petroleum or petroleum-related products, except for the personal use or consumption of such products by the owner of the Adjacent Parcel or other occupants of the Adjacent Parcel. For the purposes hereof, "convenience store" shall mean any retail business with its primary emphasis placed on providing the public a convenient location to quickly purchase from a wide array of consumable products (predominantly food or food and gasoline) and services.

(b) Runs with the Land. The above covenants and use restrictions bind and restrict the Adjoining Parcel as covenants and restrictions running with the land and are deemed to benefit BP as an owner or lessee of lands in Cook County, Illinois, or as the operator of retail operations in such County. These restrictive covenants will remain in full force and effect for so long as BP or its successors and assigns operate any part of the BP Parcel for the purposes set forth in subsection (a) above, including, but not limited to, car washes, convenience stores, and fuel facilities. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of the rule against perpetuities, then any such covenants and restrictions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush.

5. DURATION. The easements, covenants, conditions and restrictions herein contained (including, but not limited to the use restriction set forth herein) shall be perpetual, shall create mutual benefits and covenants running with the land and shall be binding upon any owner, tenant, or occupant of the Tracts and their respective heirs, personal representatives, successors and assigns.

6. MAINTENANCE. The owner of each Tract shall, at its sole cost and expense, maintain its Tract, including that portion of the Access Area located on its Tract (including, without limitation, that portion of the Harlem Access Point located on its Tract), as well as any improvements constructed thereon, in good order and repair and comply with governmental requirements and regulations. The owner of each Tract shall pay (or cause to be paid) one hundred percent (100%) of the real estate taxes which are due and payable for said Tract owner's Tract. No owner shall install or construct any type of barrier or engage in activity that would in any way hamper or impede the use by any other owner of the easements created herein. Notwithstanding the foregoing, BP shall have the right to remove the improvements on BP's Tract, provided the removal of such improvements does not hamper or impede Adjoining Owner's use of the easements created herein.

UNOFFICIAL COPY

7. FAILURE TO MAINTAIN. In the event any owner (the "Defaulting Owner") fails to comply with the requirements set forth in Section 6 above, and such failure is not cured within thirty (30) days after written notice from the other owner (or, if such failure is of a nature that cannot reasonably be cured in a thirty (30) day period, if the owner fails to commence such cure within said thirty (30) day period and diligently pursue the cure of such failure to completion), the other owner shall have the right to enter upon the Defaulting Owner's Tract, but only upon reasonable advance notice to the Defaulting Owner (except in the event of an emergency) and only to the extent reasonably necessary for the purpose of performing the then-required repair or maintenance. In any instance in which an owner exercises the right of entry granted under this Section 7, it shall exercise such right with due care and diligence, so as to complete the required repair or maintenance in an expeditious and workmanlike manner and without any material interference with the conduct of business on the Defaulting Owner's Tract. The Defaulting Owner shall reimburse the other owner for the reasonable cost of such repair or maintenance within thirty (30) days after the other owner requests the same, provided the other owner furnishes to the Defaulting Owner reasonable evidence of the other owner's expenditures including all invoices and paid receipts. The foregoing remedy shall not limit a party's right under Section 12 below.

8. LIABILITY INSURANCE. Adjoining Owner (or its successors and assigns as the case may be) shall at all times maintain a policy or policies of commercial general liability insurance against claims and liabilities arising in connection with the existence, use or management of the easement areas located on the Adjoining Parcel, in the amount of no less than \$1,000,000 for each occurrence and \$1,000,000 in the aggregate and naming and insuring the owners, and their respective employees, agents, lessees and other legal occupants. The insurance shall cover claims of one or more parties against Adjoining Owner. The insurance shall name BP as an additional insured and contain a waiver of any rights to subrogation by the insuring company against BP. Furthermore, the amounts of insurance shall be increased from time to time to limits carried by other prudent, similarly situated property owners in the county in which the Adjoining Parcel is located. BP, and any successor or assign of BP, will be permitted to self-insure provided its net worth remains equal or greater than Fifty Million Dollars (\$50,000,000) and it maintains a self-insurance program in accordance with all laws and regulations pertaining thereto. Otherwise, BP, or any successor or assign of BP, shall maintain the same insurance as Adjoining Owner. Notwithstanding the foregoing, nothing contained herein shall obligate BP to restore the easement if it becomes destroyed or unusable.

9. INDEMNITY. Each Tract owner shall defend, indemnify and hold harmless each other Tract owner and its tenants and occupants from and against any and all loss, cost, damage, liability, claim or expense (including, without limitation, reasonable attorneys' fees and costs) arising from or relating to such owner's, or owner's tenants, employees, or agents use of the Tracts.

10. NOT A PUBLIC DEDICATION. Nothing herein contained shall be deemed to be a grant or dedication of any portion of the Tracts to the general public or for the general public or for any public purposes whatsoever, it being the intention of BP and Adjoining Owner that this Agreement shall be strictly limited to and for the purposes herein expressed. Each of BP and Adjoining Owner shall have the right to close any portion of the Tracts owned by them to the

UNOFFICIAL COPY

extent as may, in their reasonable opinion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein.

11. RIGHTS AND OBLIGATIONS OF LENDERS. If by virtue of any right or obligation set forth herein a lien shall be placed upon any one of the Tracts, such lien shall be expressly subordinate and inferior to the lien of any first mortgage lienholder now or hereafter placed on such Tract. Except as set forth in the preceding sentence, however, any holder of a first mortgage lien on any one of the Tracts, and any assignee or successors in interest of such first mortgage lienholder, shall be subject to the terms and conditions of this Agreement.

12. ENFORCEMENT. The covenants, conditions and restrictions set forth herein shall be enforceable only by any owner of a Tract, and shall be enforceable only after thirty (30) days' notice is given of breach of the terms of this Agreement and such breach is not cured before the expiration of such thirty (30) day period. The owner of a Tract may enforce the terms of the Agreement by:

- (a) The right to seek specific performance or observance of said covenants, conditions and restrictions;
- (b) The right to pursue damages under any indemnity provision but only under an indemnity provision and no other; or
- (c) Any combination of the foregoing

The failure of the owner of a Tract to enforce any provisions of the covenants, conditions and restrictions herein contained upon the violation thereof shall in no event be deemed to be a waiver of its rights to do so as to a subsequent violation. Each Tract owner shall pay any and all reasonable costs and expenses incurred by any owner of any other Tract in connection with enforcement of the rights and remedies set forth in this Section, including without limitation all reasonable attorneys' fees and consulting fees and all court costs and filing fees related thereto.

13. PARTIAL INVALIDITY. Invalidation of any of the provisions of the covenants, conditions and restrictions herein contained, whether by order of court of competent jurisdiction, or otherwise, shall in no way affect any of the provisions which shall remain in full force and effect.

14. MISCELLANEOUS. Wherever a transfer occurs in the ownership of any Tract, the transferor shall have no further interest in this Agreement (except for right to pursue damages under Section 12(b)) and no further liability for breach of covenant occurring thereafter. Each Tract owner agrees to look solely to the interest of each other Tract owner in its respective Tract for the recovery of any judgment from such owner, it being agreed that the owner of any such Tract and its partners, directors, officers, members, managers or shareholders shall never be personally liable for such judgment. Notwithstanding the foregoing, nothing in this Section 14 shall limit the right of a party to obtain any insurance proceeds arising in connection with any insurance policy under which either party is insured thereunder.

15. RECORDING FEES. The fees for recordation of this Agreement shall be borne by BP.

UNOFFICIAL COPY

16. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

17. NOTICES. All notices, requests, waivers, and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand or upon delivery by sender to the applicable carrier if sent postage prepaid by United States registered or certified mail, return receipt requested, or by nationally recognized overnight express mail courier, addressed as follows:

(a) If to BP:

BP Products North America Inc.
4101 Winfield Road
Mail Code 5E
Warrenville, Illinois 60555
Attn: Real Estate

with a copy to:

Barack Ferrazze no Kirschbaum Perlman & Nagelberg LLP
333 West Wacker Drive, Suite 2700
Chicago, Illinois 60606
Attn: Marc M. Jacobs, Esq.

(b) If to Adjoining Owner:

Quick Stop Auto Shop, Incorporated
10607 South Harlem Avenue
Worth, Illinois 60482
Attn: Richard Taksas

with a copy to :

Rathbun, Cservenyak & Kozal, LLC
618 West Main Street
Plainfield, Illinois 60544
Attn: Carl Buck, Esq.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE/NOTARY PAGES IMMEDIATELY FOLLOW]

UNOFFICIAL COPY

IN WITNESS WHEREOF, this Agreement to be executed as of the day and year first above written.

QUICK STOP AUTO SHOP, INCORPORATED,
an Illinois corporation

By: Richard Taksas
Name: [Signature]
Its: President

STATE OF IL)
COUNTY OF Will)

I, Victoria L. Davis, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Richard Taksas, the President of Quick Stop Auto Shop, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of June, 2005.

[Signature]
Notary Public

My Commission Expires: _____



UNOFFICIAL COPY

[Signature]
RICHARD TAKSAS, an individual

STATE OF IL)
COUNTY OF Will)

I, Victoria L. Davis, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Richard Taksas, an individual, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

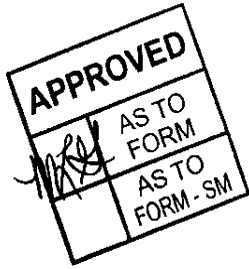
Given under my hand and notarial seal this 15th day of June, 2005.

[Signature]
Notary Public

My Commission Expires: _____



UNOFFICIAL COPY



BP PRODUCTS NORTH AMERICA INC.,
a Maryland corporation

By: M. E. Mc Dermid

Name: M. E. Mc Dermid

Its: Vice President

STATE OF ILLINOIS)

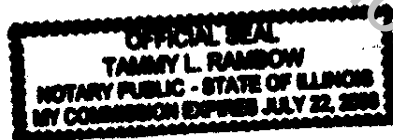
COUNTY OF COPAGE)

I, Tammy L. Rambow, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT M. E. Mc Dermid, the Vice President of BP Products North America Inc., a Maryland corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of June, 2005.

Tammy L. Rambow
Notary Public

My Commission Expires: 7-22-06

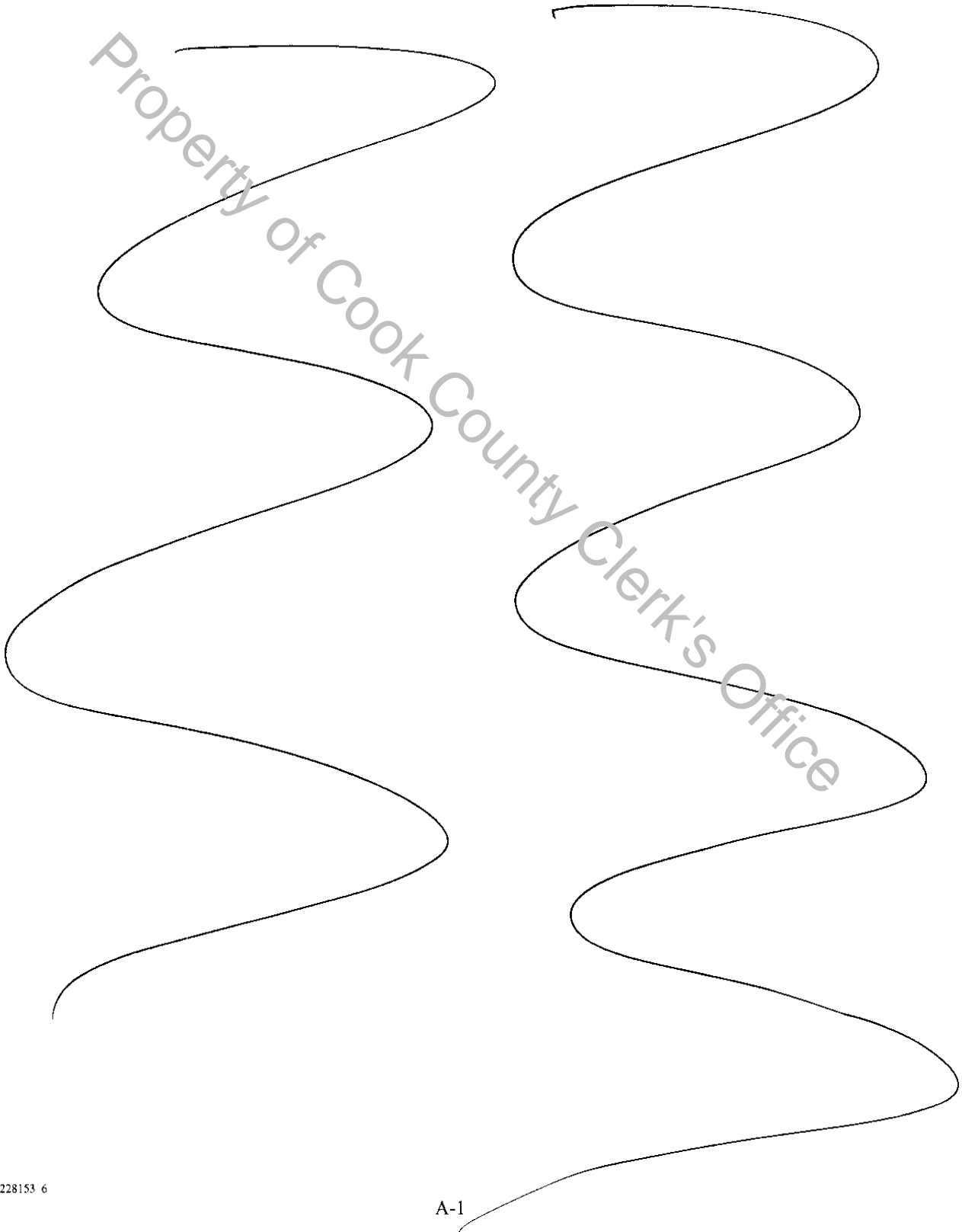


UNOFFICIAL COPY

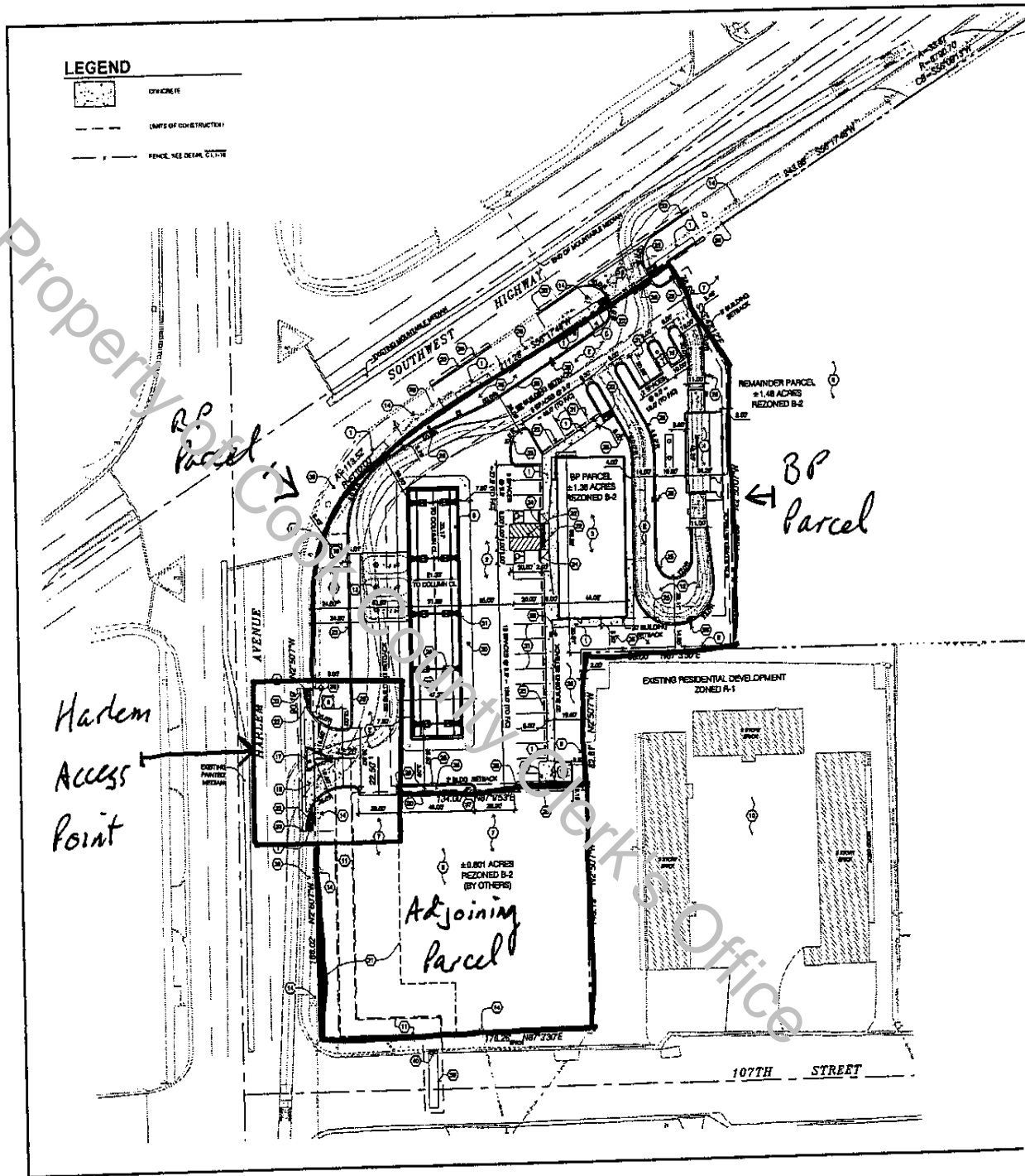
EXHIBIT A

SITE PLAN

[Attached hereto]



UNOFFICIAL COPY



UNOFFICIAL COPY

EXHIBIT B

LEGAL DESCRIPTION OF BP PARCEL

BEGINNING AT THE INTERSECTION OF A LINE 50.00 FEET SOUTHEASTERLY OF AND PARALLEL TO THE CENTERLINE OF SOUTHWEST HIGHWAY AND THE EAST LINE OF THE WEST 115.80 FEET OF LOT 8 IN COUNTY CLERK'S DIVISION OF LOT 2 IN THE SUBDIVISION OF THE NORTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 56 DEGREES 17 MINUTES 48 SECONDS EAST ALONG SAID PARALLEL LINE, 198.96 FEET, THENCE SOUTH 33 DEGREES 42 MINUTES 12 SECONDS EAST 73.44 FEET TO THE EAST LINE OF THE WEST 324.26 FEET OF SAID LOT 8; THENCE SOUTH 02 DEGREES 50 MINUTES 07 SECONDS EAST ALONG SAID EAST LINE, 170.47 FEET TO THE NORTH LINE OF THE SOUTH 259.00 FEET OF SAID LOT 8; THENCE SOUTH 87 DEGREES 03 MINUTES 30 SECONDS WEST ALONG SAID NORTH LINE 98.00 FEET TO THE EAST LINE OF THE WEST 226.26 FEET OF SAID LOT 8; THENCE SOUTH 02 DEGREES 50 MINUTES 07 SECONDS EAST ALONG SAID EAST LINE 82.81 FEET; THENCE SOUTH 87 DEGREES 09 MINUTES 53 SECONDS WEST, 134.00 FEET; THENCE NORTH 02 DEGREES 50 MINUTES 07 SECONDS WEST, 22.50 FEET; THENCE SOUTH 87 DEGREES 09 MINUTES 53 SECONDS WEST, 42.26 FEET, TO THE EAST LINE OF THE WEST 50.00 FEET OF SAID LOT 8 AND THE EAST LINE OF HARLEM AVENUE; THENCE NORTH 02 DEGREES 50 MINUTES 07 SECONDS WEST, ALONG SAID EAST LINE, 90.19 FEET, TO A POINT OF CURVE; THENCE ALONG SAID CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 110.00 FEET, A CHORD BEARING OF NORTH 26 DEGREES 43 MINUTES 50 SECONDS EAST, 108.55 FEET, TO A LINE 50.00 FEET SOUTHEASTERLY OF AND PARALLEL TO THE CENTERLINE OF SOUTHWEST HIGHWAY; THENCE NORTH 56 DEGREES 17 MINUTES 48 SECONDS EAST, ALONG SAID PARALLEL LINE, 14.26 FEET TO THE PLACE OF BEGINNING, (EXCEPT THAT PART TAKEN FOR HIGHWAY) IN COOK COUNTY, ILLINOIS.

FIN'S 24-18-101 - 055 (PT)
 - 064 (PT)
 - 063 (PT)
 - 082 (PT)

UNOFFICIAL COPY

EXHIBIT C

LEGAL DESCRIPTION OF ADJOINING PARCEL

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 33.00 FEET AND THE EAST LINE OF THE WEST 50.00 FEET OF LOT 8 IN COUNTY CLERK'S DIVISION OF LOT 2 IN THE SUBDIVISION OF THE NORTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 02 DEGREES 50 MINUTES 07 SECONDS WEST ALONG SAID EAST LINE 166.02 FEET; THENCE NORTH 87 DEGREES 09 MINUTES 53 SECONDS EAST, 42.26 FEET; THENCE SOUTH 02 DEGREES 50 MINUTES 07 SECONDS EAST, 22.50 FEET; THENCE NORTH 87 DEGREES 09 MINUTES 53 SECONDS EAST, 134.00 FEET TO THE EAST LINE OF THE WEST 226.26 FEET OF SAID LOT 8; THENCE SOUTH 02 DEGREES 50 MINUTES 07 SECONDS EAST, ALONG SAID EAST LINE, 143.19 FEET, TO THE NORTH LINE OF THE SOUTH 33.00 FEET OF SAID LOT 8; THENCE SOUTH 87 DEGREES 03 MINUTES 30 SECONDS WEST ALONG SAID NORTH LINE, 176.26 FEET, TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

PIN'S 24-18-101-055 (A)
 -064 (A)
 -081 (A)

UNOFFICIAL COPY

EXHIBIT D

LEGAL DESCRIPTION OF STORMWATER AND UTILITY EASEMENT AREA

THAT PART LYING SOUTH OF THE SOUTH LINE OF SOUTHWEST HIGHWAY, NORTH OF THE NORTH LINE OF 107TH STREET AND EAST OF THE EAST LINE OF HARLEM AVENUE OF LOT 8 IN COUNTY CLERK'S DIVISION OF LOT 2 IN THE SUBDIVISION OF THE NORTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS. COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 33.00 FEET AND THE EAST LINE OF THE WEST 50.00 FEET OF SAID LOT 8; THENCE NORTH 87 DEGREES 03 MINUTES 30 SECONDS EAST ALONG SAID NORTH LINE, 14.00 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 02 DEGREES 50 MINUTES 07 SECONDS WEST PARALLEL WITH THE SAID EAST LINE, 166.00 FEET; THENCE NORTH 87 DEGREES 09 MINUTES 53 SECONDS EAST 10.00 FEET; THENCE SOUTH 02 DEGREES 50 MINUTES 07 SECONDS EAST 155.98 FEET; THENCE NORTH 87 DEGREES 03 MINUTES 30 SECONDS EAST 55.32 FEET; THENCE SOUTH 02 DEGREES 56 MINUTES 33 SECONDS EAST 10.00 FEET TO THE SAID NORTH LINE; THENCE SOUTH 87 DEGREES 03 MINUTES 30 SECONDS WEST ALONG SAID NORTH LINE, 65.34 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.009 ACRES MORE OR LESS.

pin. 24-18-101-055 (P1)

UNOFFICIAL COPY

EXHIBIT E

LEGAL DESCRIPTION OF SIGNAGE EASEMENT AREA

THAT PART LYING SOUTH OF THE SOUTH LINE OF SOUTHWEST HIGHWAY, NORTH OF THE NORTH LINE OF 107TH STREET AND EAST OF THE EAST LINE OF HARLEM AVENUE OF LOT 8 IN COUNTY CLERK'S DIVISION OF LOT 2 IN THE SUBDIVISION OF THE NORTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS. COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 33.00 FEET AND THE EAST LINE OF THE WEST 50.00 FEET OF SAID LOT 8; THENCE NORTH 02 DEGREES 50 MINUTES 07 SECONDS WEST ALONG SAID EAST LINE, 256.21 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 110.00 FEET, A CHORD BEARING OF NORTH 03 DEGREES 38 MINUTES 37 SECONDS EAST, 24.88 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 110.00 FEET, A CHORD BEARING OF NORTH 15 DEGREES 37 MINUTES 19 SECONDS EAST, 21.12 FEET; THENCE NORTH 87 DEGREES 09 MINUTES 53 SECONDS EAST 15.02 FEET; THENCE SOUTH 02 DEGREES 50 MINUTES 07 SECONDS EAST 20.00 FEET; THENCE SOUTH 87 DEGREES 09 MINUTES 53 SECONDS WEST 21.70 TO THE PLACE OF BEGINNING, CONTAINING 0.051 ACRES MORE OR LESS.

PIN 24-18-101-055 (Pt)