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Doc#: 0523414169 Fee: \$32.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 08/22/2005 10:47 AM Pg: 1 of 5

566586 Ticor

Space Above This Line For Recorder's Use

SPECIAL WARRANTY DEED

THIS IS A DEED dated June 13, 2005, effective June 30, 2005, by Equilon Enterprises LLC, a Delaware limited liability company, with an address of 12700 Northborough, Suite 100, Houston, Texas 77067 (hereinafter "Grantor"), to TVA Corporation, an Illinois corporation, with an address of 7208 W. Seminole Chicago, IL 60631 (hereinafter "Grantee").

GRANTOR, for good and valuable consideration received, hereby grants and conveys to Grantee the following described real property commonly known as 7901 S. Roberts Rd., Bridgeview, Cook County, Illinois 60455 (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.

BOX 15

TICOR TITLE INSURANCE

Property of Cook County Clerk's Office

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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:

(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

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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 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): 18-36-100-010-0000; 18-36-100-011-0000;

EXECUTED by Grantor as of the date first herein specified.

EQUILON ENTERPRISES LLC

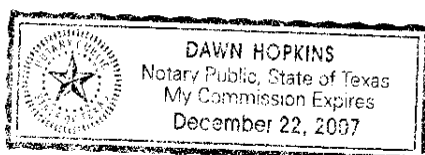
By: Charles T. Badrick

Charles T. Badrick
Manager, Real Estate Contracts

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

The within and foregoing instrument was acknowledged before me on June 13, 2005 by Charles T. Badrick, Manager, Real Estate Contracts, for Equilon Enterprises LLC, a Delaware limited liability company, on behalf of the company.

WITNESS my hand and official seal



[Signature]
Notary's Signature

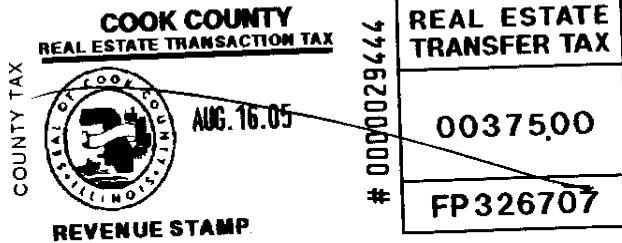
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AGREED AND ACCEPTED:

TVA Corporation

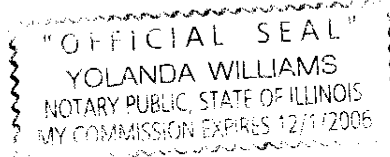
By: [Signature]
Name: Thomas Abraham
Title: President
Date: June 28, 2005

State of Illinois)
County of Cook) §



Before me the undersigned (here insert the name and character of the officer) on this day personally appeared Thomas Abraham, 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 28th day of June, 2005.



[Signature]
Notary's Signature

Prepared by:

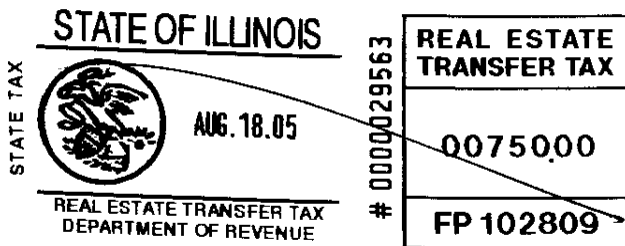
Joseph A. Girardi
Henderson & Lyman
Suite 240
175 W. Jackson
Chicago, IL 60604

Mail Subsequent Tax Statements to:

TVA Corporation
7208 W. Seminole
Chicago, IL 60631

When Recorded Mail to:

Tom Abraham
7208 W. Seminole
Chicago, IL 60631



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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

THE NORTH 230 FEET (EXCEPT THE EAST 540 FEET) OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES); (EXCEPT THAT PART OF PARCEL 1 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE TRACT OF LAND DESCRIBED IN DOCUMENT 16137848 WITH THE EAST LINE OF 100 FOOT ROBERTS ROAD; THENCE EAST ON SAID SOUTH LINE 20 FEET; THENCE SOUTHWESTERLY TO THE EAST LINE OF ROBERTS ROAD, AFORESAID, 20 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH TO THE PLACE OF BEGINNING).

PARCEL 2:

THE WEST 60 FEET OF THE EAST 540 FEET OF THE NORTH 230 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 60 FEET OF THE EAST 480 FEET OF THE NORTH 230 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES) ALL IN COOK COUNTY, ILLINOIS.