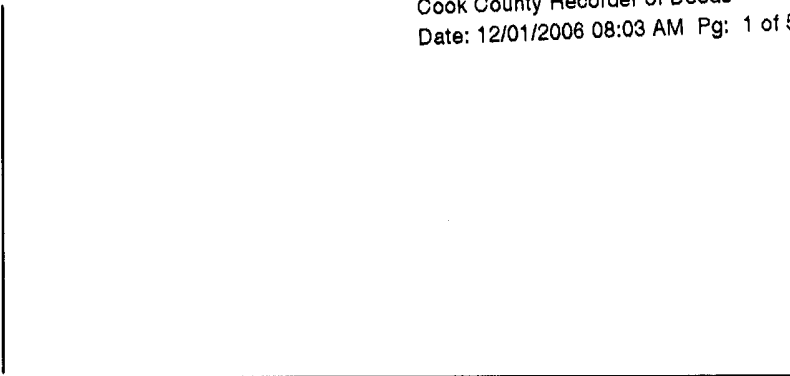


# UNOFFICIAL COPY

7891  
62570  
2258538



Doc#: 0633520007 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/01/2006 08:03 AM Pg: 1 of 5



Space Above This Line For Recorder's Use

Property of Cook County Clerk's Office

## SPECIAL WARRANTY DEED

THIS IS A DEED dated November 10, 2006, effective November 22 2006, by Equilon Enterprises LLC, a Delaware limited liability company, with an address of 12700 Northborough, Suite 100, Houston, Texas 77067 (hereinafter "Grantor"), to 1201 Chicago Avenue Inc., an Illinois corporation, with an address of 1201 Chicago Avenue, Evanston, IL 60202 (hereinafter "Grantee").

GRANTOR, for good and valuable consideration received, hereby grants and conveys to Grantee the following described real property commonly known as 1201 Chicago Avenue, Evanston, Cook County, Illinois 60202 (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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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 numbered 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 successors 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 section numbered 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, 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, and 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.

# UNOFFICIAL COPY

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.

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 Numbers (PIN): 11-19-200-012-0000  
11-19-200-013-0000  
11-19-200-027-0000

Address of Premises: 1201 Chicago Avenue, Evanston, IL 60202

EXECUTED by Grantor as of the date first herein specified.

EQUILON ENTERPRISES LLC

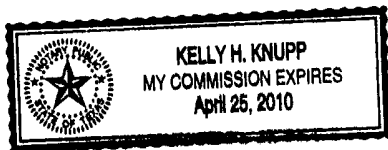
By: Charles T. Badrick

Charles T. Badrick, Manager, Real Estate Contracts

STATE OF TEXAS            )  
  )        SS  
COUNTY OF HARRIS        )

The within and foregoing instrument was acknowledged before me on November 20, 2006 by Charles T. Badrick, Mgr. Real Estate Contracts, for Equilon Enterprises LLC, a Delaware limited liability company, on behalf of the company.

WITNESS my hand and official seal:



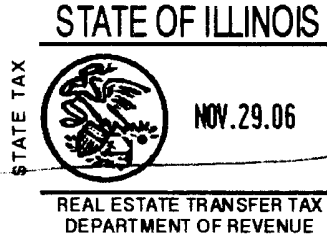
Kelly H. Knupp  
Notary's Signature

# UNOFFICIAL COPY

AGREED TO AND ACCEPTED:

1201 Chicago Avenue Inc.

By: Warren Fellegiano III PRESIDENT  
Name: WARREN FELLEGIANO III  
Title: PRESIDENT  
Date: November 22 2006

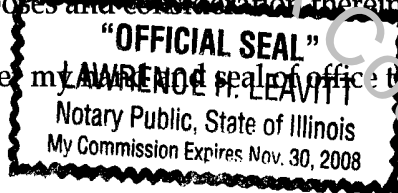


REAL ESTATE TRANSFER TAX
0102500
FP 103024

State of Illinois )  
County of DELAWARE ) §

Before me Warren Fellegiano III 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 LAWRENCE P. LEVITT seal of office this 22 day of November, 2006.

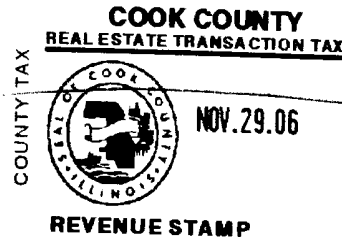


Lawrence P. Levitt  
Notary's Signature

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

Mail Tax Bills to:  
1201 Chicago Avenue Inc.  
1201 Chicago Avenue  
Evanston, IL \_\_\_\_\_

When Recorded Mail to:  
Warren Fellegiano III  
794 W. Madison  
Chicago IL 60603



REAL ESTATE TRANSFER TAX
0051250
FP 103022

**UNOFFICIAL COPY****EXHIBIT A****LEGAL DESCRIPTION OF PREMISES****PARCEL 1:**

1  
 THAT PART OF LOT 13 IN BLOCK 76 OF ORIGINAL VILLAGE (NOW CITY OF EVANSTON) DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 13, THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT, 85 FEET 1 INCH; THENCE NORTH 64 FEET 6 1/4 INCHES TO NORTH LINE OF SAID LOT; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 93 FEET, 11 7/8 INCHES TO A POINT IN THE WEST LINE OF SAID LOT 50 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG WEST LINE OF SAID LOT 50 FEET TO POINT OF BEGINNING IN SUBDIVISION OF NORTHWESTERN UNIVERSITY OF THE NORTH 1/2 OF THE NORTH 1/2 EAST OF CHICAGO AVENUE (OR GREEN BAY ROAD) (EXCEPT 15 1/2 ACRES IN THE NORTH EAST CORNER OF SAID TRACT) OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

**PARCEL 2:**

LOT 14 IN BLOCK 76 IN NORTHWESTERN UNIVERSITY SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 EAST OF CHICAGO AVENUE (OR GREEN BAY ROAD) (EXCEPT 15 1/2 ACRES IN THE NORTH EAST CORNER OF SAID TRACT) OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

**PARCEL 3:**

THE SOUTH 25 FEET OF LOT 15 IN NORTHWESTERN UNIVERSITY SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 EAST OF CHICAGO AVENUE (OR GREEN BAY ROAD) (EXCEPT 15 1/2 ACRES IN THE NORTH EAST CORNER OF SAID TRACT) OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PIN: 11-19-200-012-0000  
 11-19-200-013-0000  
 11-19-200-027-0000

PROPERTY: 1201 CHICAGO AVENUE  
 EVANSTON, IL 60202

**CITY OF EVANSTON 020275**

Real Estate Transfer Tax

City Clerk's Office

PAID NOV 20 2006 MOUNT \$ 5125<sup>00</sup>~~00~~

Agent cmd