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Doc#: 0707433251 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/15/2007 01:24 PM Pg: 1 of 11

NTS 06030383 (2)

PROPERTY TAX
MAR 15 07
\$90.00
P.M. Debi Suchy - City Collector

PECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That EXXON MOBIL CORPORATION, a New Jersey corporation, having an office at 3225 Gallows Road, Fairfax, Virginia 22037-0001, ("Grantor"), Convey(s) and Warrant(s) to ESQUIRE PETROLEUM, LLC, an Illinois limited liability company, having an office at 8195 Pyott Road, Lake in the Hills, IL 60156, ("Grantee"), for the sum of \$90,000.00, with Special Warranty covenants, the land together with the buildings, structures, fixtures and improvements located thereon, at 6705 W. Cermak Road, Berwyn, in Cook County, Illinois, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), free and clear of all liens, encumbrances, conditions, easements, assessments, and restrictions, except for that described on Exhibit "B" (collectively, the "Permitted Encumbrances"):

- A. The lien for real property taxes for the current year, and any liens for special assessments which as of the Effective Date (as defined below) hereof are not due and payable;
- B. building and zoning ordinances, laws and regulations, and any violations thereof;
- C. matters that would be shown in a current survey of the Property;
- D. rights of any subtenant or licensee of Grantor occupying the Property at the Effective Date; and
- E. those valid and subsisting easements, rights-of-way, conditions, covenants, restrictions, reservations and exceptions of record that are set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights, easements, grants of rights, ways, waters, privileges, and appurtenances thereto or in anywise belonging; and together with all right, title and interest, if any, of Grantor in and to any land lying in the bed of any street, avenue or alley adjoining the premises above described to the

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center line thereof unto the said Grantee, its successors and/or assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND DEFEND all and singular the said premises unto the said Grantee, its successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

1. Maintenance of Records Grantee and all Grantee-Related Parties shall maintain inventory and tank and line maintenance records for the Property as required to comply with all applicable laws, rules and regulations. Grantee shall deliver legible copies of such records to Grantor within ten (10) days of Grantor's request for such records. Grantor shall have the right to review these records as Grantor deems necessary so as to be assured of the integrity of underground storage tanks and lines systems at the Property. Within thirty (30) days after Grantor's request, Grantee shall deliver to Grantor legible copies of surveys or construction plans which show the location of any underground storage tanks and lines, any underground piping or other improvements installed or constructed by Grantee. Following the Effective Date, Grantee agrees to continue to use, maintain, repair and keep in good order the existing remote monitoring system (e.g. a Veeder-Root system) for the tanks and lines located on the Property. Grantee shall impose obligations identical to this Section 2 on all of its successors and assigns.

2. Prohibited Uses. The Property herein conveyed cannot be used for:

- A. Any purpose involving residence of any type (including a bed & breakfast establishment, rooming house, or long term care facility,) or any other type of use where individuals are on the Property for more than a normal work day;
- B. A place of worship (including Churches and synagogues), hospital, nursing home, child care, playground, recreational area, school (including any other type of educational facility or use), care facility (including but not limited to day, night or extended care for children, the elderly or the infirm), or farm (including any other type of agricultural use); or
- C. Below grade living, working, storage or parking.

3. Zoning. Grantee and Grantee-Related Parties shall not at any time apply to the relevant authorities to amend the zoning of the Property, or support any change in zoning of the Property which would allow any use prohibited by this Deed, whether on an "as of right" basis or on any other basis whatsoever. Neither Grantee nor any Grantee-Related Party shall at any time seek to take advantage of any non-conforming user rights or exceptions to use including special use permits.

4. Grantor's Option to Repurchase. If Grantee, Grantee-Related Parties, or any subsequent owner, user or occupier of the Property uses or plans to use the Property in manner contrary to this Deed or attempts in any way to change zoning or make use of non-conforming user rights or exceptions, or otherwise materially violates the provisions of this Deed, Grantor may seek to enforce such provisions or at its option may, but is not obligated to, repurchase the

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affected Property in the manner hereinafter provided. Grantor may at any time notify Grantee that Grantor desires to repurchase Property.

- A. Repurchase Price. The repurchase price shall be equal to the lesser of:
- 1) The purchase price paid by Grantee for the Property, or
 - 2) The fair market value of the Property.
- B. Fair Market Value. The fair market value of the Property (hereinafter "Fair Market Value") determined by an MAI appraiser who shall be hired by Grantor, must be located in the City or county where the Property is located, must be a member in good standing of the American Institute of Appraisers, and must have been engaged, as his or her primary livelihood, in the business of appraising commercial real estate in the State of Illinois for a period of at least ten (10) years prior to the date of selection. Grantor shall pay the appraisal costs.
- C. Closing for a Repurchase. The closing for any repurchase transaction will occur at the offices of Grantor's title company, thirty (30) days following Grantor's receipt of the Fair Market Value form the appraiser. At the closing, Grantee shall deliver to Grantor a valid special warranty deed (or its statutory equivalent in the jurisdiction where the Property at which the violation occurred are located), in recordable form and a bill of sale for any personal property of Grantee that Grantee does not remove from the Property prior to the Effective Date, both conveying good and marketable title, free and clear of all liens and encumbrances, except for any easements and restrictions set forth in this Deed. Grantee shall be responsible for all fees for recording the deed for the Property being repurchased to Grantor, including, without limitation, all transfer taxes and any documentary or other fees payable in connection with the recording of such deed and any similar charges imposed in connection with the repurchase of the Property by Grantor.
5. Construction Work. If Grantee or any Grantee-Related Party encounters and excavates or removes soil or groundwater containing Contamination on the Property while conducting construction, remodeling, or demolish-and-rebuild work on the Property, Grantee or a Grantee-Related Party will solely bear the costs of removing, recycling or disposing of such Contamination. Grantee shall report all Contamination existing in any soil and groundwater excavated, removed, recycled or disposed of by Grantee, to the appropriate governmental authorities if required to do so by the Environmental Laws. Grantee shall sign, as Generator, all manifests for transportation and disposal of any waste whether or not containing Contamination. Grantee shall bear the cost of clean fill required for any excavation caused by construction work on the Property.
6. Grantee's Grant of Continuing Access. Grantee and all Grantee-Related Parties hereby grant Grantor, Grantor's employees, officers, heirs assigns, consultants, contractors, the Remediation Contractor, the Remediation Consultant, the Environmental Project Manager, the

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state, federal and local governmental agency or agencies having jurisdiction over Remediation Activities at the Property, and all other Persons identified by Grantor any and all access that may be requested by Grantor to the Property after the Effective Date for any and all of the following purposes: tank testing and removal, taking groundwater, soil or other samples, drilling wells and borings, reviewing records, excavation, removal, disposal, treatment of the soil, groundwater or other equipment, property or media. There will be no cost or charge for such access. Grantor shall use good faith and reasonable diligence to minimize disruption of the activities of Grantee or any Grantee-Related Parties on the property. If Grantor's activities on the Property, in Grantee's belief, have or may have a material adverse impact on Grantee's activities, Grantor shall make commercially reasonable efforts to modify its activities to eliminate the adverse impact on Grantee's activities. Consistent with the foregoing, Grantee shall cooperate with Grantor and Grantor's employees, officers, heirs, assigns, consultants, and contractors can reasonably complete their activity without incurring additional costs or expenses. Grantee and Grantee-related Parties release Grantor from any claims related to such access and inspection other than those resulting, directly or indirectly, from Grantor's willful misconduct.

7. Grantor's Obligations. Grantor shall restore the surface and existing structures, if any, on the Property to a condition substantially similar to that at the time immediately prior to the action taken by Grantor and shall replace or repair damage to Grantee's equipment and personal property on the Property caused by Grantor or its contractors. Grantor shall have no liability to anyone, including Grantee, for business disruption, lost profits, incidental, punitive or consequential damages arising from such actions or access.

8. Notice of Access. Grantor or its contractors shall provide Grantee advance notice, if practical, of all disruptive or intrusive activities to be undertaken on the Property. The notice may, but need not be in the form of a periodic written schedule of activities delivered from time to time. No advance notice shall be required for non-disruptive activities.

9. Engineering Controls. Grantee agrees that in developing the Property it will, at its sole cost and expense, adopt and use appropriate Engineering Controls, which at minimum, shall include the following.

- A. Slab on Grade. All buildings constructed on the Property shall be constructed slab on grade and shall have no living, working, storage or parking areas below grade. Notwithstanding the foregoing, below grade utilities and foundations are permitted, provided that they are protected from vapor or liquid intrusion by installing a vapor ventilation system and vapor/liquid barrier which shall be maintained by Grantee or a subsequent Grantee-related Party.
- B. No Water Wells. No Property will be used for the purpose of obtaining from beneath the surface of the Property any water for any reason whatsoever from any ground water table or similar water basin accessed from the Property, except for environmental sampling that may be required by a governmental authority.

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- C. Cessation of Use of Existing Wells. Grantee shall permanently cap, disable, and seal in accordance with all applicable Environmental Laws and industry standards all existing bore-water or groundwater wells used for obtaining water from the Property.
- D. Impervious Liner. All new foundations for buildings must have an impervious liner under them to act as an effective vapor barrier. Grantor does not require that existing foundations be retrofitted with an impervious liner. Impervious liner shall be installed by a licensed contractor experienced in the installation of such liners, and shall be maintained by Grantee or a Grantee-Related Party. The liner shall be of the appropriate strength and quality and resistant to hydrocarbons and shall be installed at an appropriate level beneath ground level. The installation shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.
10. Covenants Running with the Land. The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise) shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns, as applicable.
11. Pro-ration of Taxes. Ad valorem taxes and special assessments, if any, against the Property for the year in which the Effective Date occurs will be pro-rated between Grantor and Grantee as of the Effective Date, and Grantee hereby assumes and agrees to pay same.
12. Definitions. The following definitions are used in this Deed:
- A. Affiliate(s). The term Affiliate(s) means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any Person, whether through the ownership of voting securities or by contract or otherwise. "Person" means an individual, partnership (whether general or limited), limited liability company, corporation, trust, estate, unincorporated association, nominee, joint venture or other entity.
- B. Grantee-Related Parties. The term Grantee-Related Parties means Grantee's parent, subsidiaries, and Affiliates and their respective owners, officers, employees, attorneys, agents, consultants, contractors, invitees, servants, representatives, successors and assigns, and all Persons who acquire an ownership interest, the right to occupy or use the Property, or any other interest in the Property from or through Grantee or another Grantee-Related Party. Grantee-Related Party shall include heirs and legal representatives if Grantee is a natural person.

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- C. "Contamination" shall mean the presence at, on, under or originating from the Property of any chemical, compound, material, substance or other matter that (i) is flammable, explosive, hazardous, a waste, a toxic substance, or a related injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (ii) is controlled, designated in or governed by any Environmental Law (as herein defined); and (iii) gives rise to any reporting, notice or publication requirements, or remediation under any Environmental Law.
- D. "Engineering Controls" shall mean structural modifications to the Property or buildings, personal property or equipment on the Property which may be required or recommended by the state, federal and local governmental agency or agencies having jurisdiction over Remediation Activities at the Property, applicable laws, rules and regulations or by environmental consultants to prevent human exposure to vapors and/or liquids containing hazardous materials and to prevent the migration of vapors and/or liquids containing hazardous materials into any buildings, underground utilities or storm water retention/detention ponds, including without limitation, vapor extraction systems, vapor barriers, sealed sumps and storm pond liners.
- E. "Environmental Project Manager" shall mean the environmental specialist(s) who shall be designated by Grantor and who shall be responsible for (a) managing any environmental investigations or assessments at the Property, (b) reviewing and coordinating Remediation Activities performed by the Remediation Consultant at the Property prior to the Effective Date, if any, and/or (c) reviewing and/or approving any estimate of Remediation Costs. The Environmental Project Manager may at Grantor's discretion work with Grantee to satisfy any lender matters. The initial Environmental Project Manager shall be Drew Flynn of Faulkner and Flynn, Roanoke, Virginia. Grantor reserves the right in its sole discretion to replace the Environmental Project Manager from time to time.
- F. "Environmental Laws" shall mean any and all federal, state, county or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Property, or soil and groundwater conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 24 U.S.C. §9601, et seq., The Resource Conservation and Recovery Act, 42 U.S.C. §1801, et seq., the Illinois Environmental Protection Act, 415 ILCS §5/1 et. seq., any amendments to the foregoing, and any similar federal, state or local laws, ordinances, rules, decrees, orders or regulations.
- G. "Person" or "Persons" shall mean an individual, partnership (whether general or limited), limited liability company, corporation, trust, estate, unincorporated association, nominee, joint venture or other entity.
- H. "Grantee-Related Party" shall mean Grantee's parent, subsidiaries, and Affiliates and their respective owners, officers, employees, attorneys, agents, consultants,

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contractors, invitees, servants, representatives, successors and assigns, and all Persons who acquire an ownership interest, the right to occupy or use the Property, or any other interest in the Property from or through Grantee or another Grantee-Related Party. Grantee-Related Party shall include heirs and legal representatives if Grantee is a natural person.

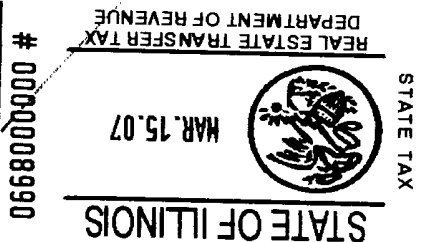
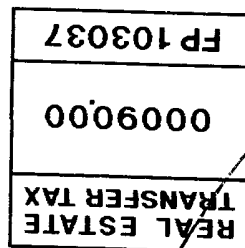
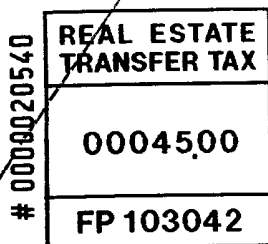
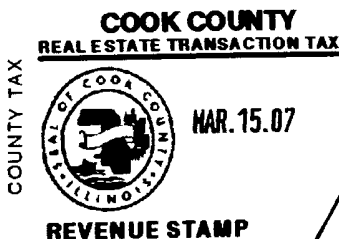
- I. "Remediation Consultant" shall mean one or more environmental engineering firms that are designated by Grantor in its sole discretion and that may engage in any activity requested by Grantor, including without limitation, investigating the environmental condition of the Property, preparing Baseline Reports for the Property, preparing remedial action plans for the Property, supervising the assessments and remediation of the Property, and approving estimates of Remediation Costs for the Property.
- J. "Remediation Contractor" shall mean one or more environmental engineering firms that are designated by Grantor and that may: (a) conduct remediation, sampling, and monitoring following the Effective Date, and (b) prepare the estimate of Remediation Costs for the Property, and (c) obtain insurance policies.

TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto, unto Grantee, Grantee's successors, heirs and assigns, forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied, Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Property unto Grantee, Grantee's successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

The provisions of this Deed including, without limitation, the restrictive covenants set forth above shall survive the Effective Date and shall continue for the period(s) specified herein.

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SIGNATURE PAGES FOLLOW



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IN WITNESS WHEREOF, Grantor has signed this deed this 29th day of January, 2007, but EFFECTIVE as of this 13th day of February, 2007, ("Effective Date").

GRANTOR:

EXXON MOBIL CORPORATION
a New Jersey corporation

ATTEST:

By: [Signature]
Name: D.J. Fisher
Title: Assistant Secretary
Date: January 29, 2007

By: [Signature]
Name: Mark Pagano
Title: Agent & Attorney-in-Fact
Date: January 29, 2007

WITNESSES:
[Signature]
Name: D. D'Agostino

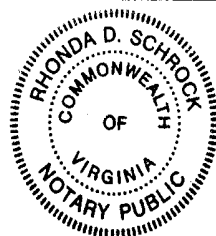
WITNESSES:
[Signature]
Name: D.J. Rasmussen

COMMONWEALTH OF VIRGINIA §
§
COUNTY OF FAIRFAX §

Before me the undersigned authority, this day personally appeared Mark Pagano and D.J. Fisher, to me well known and known to me to be an Agent and Attorney-in-Fact and Assistant Secretary, respectively, of the corporation named in the foregoing instrument, and they severally acknowledged to and before me that they executed said instrument on behalf of and in the name of said corporation as such officers; that the seal affixed to said instrument is the corporate seal of said corporation and that it was affixed thereto by due and regular corporate authority; that they are duly authorized by said corporation to execute said instrument and that said instrument is the free act and deed of said corporation. They are personally known to me did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this the 29 day of January, 2007.

[Signature]
Print Name: _____
Notary Public, Commonwealth of Virginia
My Commission Expires: _____



RHONDA D. SCHROCK
NOTARY PUBLIC
COMMONWEALTH
OF VIRGINIA
My Commission Expires
January 31, 2009

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IN WITNESS WHEREOF, Grantee has signed this deed this 29th day of January, 2007, but EFFECTIVE as of this 13th day of February, 2007 ("Effective Date").

GRANTEE:

~~ATTEST:~~

By: Ulice Payne, Jr.
Name: Ulice Payne, Jr.
Title: MANAGING MEMBER
Date: 1-31-07

By: George Athans
Name: George Athans
Title: Member
Date: January 31, 2007

WITNESSES:

Bettina Anderson
Print
Name: _____

WITNESSES:

Bettina Anderson
Print
Name: _____

Print
Name: _____

Print
Name: _____

STATE OF ILLINOIS §
 §
COUNTY OF Cook §

On 2/12/07, before me, The undersigned, Notary Public, personally appeared George Athans, Member of Ulice Payne, Jr., MANAGING MEMBER

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]
Notary Public



Prepared by:
Exxon Mobil Corporation
Don R. Fullerton, Esq.
3225 Gallows Road
Fairfax, Virginia 22037-0001

Mail subsequent tax bills to:
Esquire Petroleum, LLC
c/o Sierra Petroleum Company, Inc.
8195 Pyott Road
Lake in the Hills, IL 60156
Attn: Ulice Payne, Jr.

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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 3 (except the North 7 feet thereof conveyed to the City of Berwyn for street) in Block 1 in Klima's Subdivision of Lots 1 and 2 in the partition of West 51.49 acres of the West half of the Northeast quarter and the East 41 acres of the East half of the Northwest quarter of Section 3D, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO PERMITTED ENCUMBRANCES IDENTIFIED ON EXHIBIT "B"

Commonly known as:

6717 W. Cermak Road
Berwyn, IL

Permanent Index No.:

16-30-200-016-0000

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EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. Those matters as shown on a survey prepared by Balsamo Olson Engineering dated October 13, 2006 revised on October 23, 2006, October 26, 2006, January 9, 2007 and last revised on January 10, 2007 under Bock & Clark Project No. 20061321 / Site 4:

- a. Building encroachment into the public right of way over the northeast property line by approximately 0.10 feet
- b. Building encroachment along the southwest property line by approximately 0.14 feet

Property of Cook County Clerk's Office