

# UNOFFICIAL COPY



Doc#: 0722226206 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/10/2007 12:37 PM Pg: 1 of 5

Property of Cook County Clerk's Office

## LIMITED WARRANTY DEED

DATE: JULY 26, 2007

GRANTOR: SPEEDWAY SUPERAMERICA LLC,  
SUCCESSOR BY MERGER TO EMRO MARKETING  
COMPANY

GRANTEE: ALSIP ORCHARD, LLC

PIN: 24-34-103-003  
24-34-103-004

C/K/A: 4553 WEST 127<sup>TH</sup> STREET &  
I-294  
ALSIP, ILLINOIS

8383155 DZ CB

Prepared by:  
S.M. Tracey, Esq.  
539 S. Main Street  
Findlay, OH 45840

After recording return to:  
First Development Corp.  
6316 Northwest Highway  
Chicago, IL 60631

Box 400-CTCC

15/8

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SSA 8331  
4553 West 127<sup>th</sup> Street & I-294  
Alsip, IL

Prepared by: S.M. Tracey, Esq.  
539 South Main Street  
Findlay, Ohio 45840

After Recording  
Return to: First Development Corporation  
6316 Northwest Highway  
Chicago, IL 60631

**LIMITED WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that **Speedway SuperAmerica LLC**, a Delaware limited liability company, successor by merger to Emro Marketing Company, whose address is c/o Property Tax Records, 539 South Main Street, Findlay, Ohio 45840, GRANTOR, for the consideration of Ten and No/100 Dollars (\$10.00), received to its full satisfaction of **Alsip Orchard, LLC**, whose tax mailing address is 6316 Northwest Highway, Chicago, IL 60631, GRANTEE, does give, grant, bargain, sell and convey unto said GRANTEE the following described real estate being situated in the City of Alsip, County of Cook, and State of Illinois:

Lots 1 and 2 in Block 2 in Alsip Manor, a subdivision in the Northwest  $\frac{1}{4}$  of Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded July 3, 1946 as Document Number 13836063, in Cook County, Illinois.

Property Identification Number: 24-34-103-003 and 24-34-103-004 /  
Prior Deed Reference: 94409494; Property Address: 4553 West 127<sup>th</sup> Street & I-294; Alsip, IL

Exceptions to warranties; title is subject to:

1. (a) taxes and assessments (both general and special) not now due and payable; (b) zoning ordinances, subdivision and planning laws and regulations and building code restrictions and all laws, rules and regulations relating to land and structures and their use, including but not limited to governmental regulations relating to buildings, building constructions, building line and use and occupancy restrictions, but not including violations of any of the foregoing; (c) easements, conditions, reservations, agreements and restrictions of record, if any; (d) such a state of facts as an accurate survey might show; and (e) all legal roads and highways.
2. By acceptance hereof, Grantee agrees that for a period of twenty-five (25) years from and after the date of this conveyance, the premises shall not be used for: (i) a convenience store, as described below; (ii) or for the sale or marketing of wholesale or retail gasoline or diesel fuel sales, or the storage or advertising of gasoline or diesel fuel incident thereto, or (iii) for commercial automotive service, maintenance and repair. Grantee further agrees that this restriction shall be a covenant running with the land and shall be contained in and made a part of every deed, mortgage, lease or other instrument affecting the title to said premises. The term convenience store as used herein shall mean a store where the following items are offered for retail sale: groceries, prepackaged fresh and frozen foods, dry goods, sundries, and non-alcoholic packaged beverages, or any products similar to the foregoing. However, the term does not include stores where the primary items offered for retail sale are prepared ready to eat food products prepared on-site, whether for carry-out or on-site consumption, including, but not limited to sandwich shops, restaurants of any kind, ice cream/yogurt/frozen dessert stores, bakeries, coffee/tea stores and confectionaries, and beverages sold by such establishments.
3. By acceptance hereof, Grantee agrees that for a period of twenty-five (25) years from and after the date of this conveyance, the premises shall not be used for a convenience store or for the sale, marketing, storage or advertising of petroleum fuels, motor oils or tobacco products, and that this restriction shall be a covenant running with the land and shall be contained in and made a part of every deed, mortgage, lease or other instrument affecting the title to said Premises.

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4. This deed is subject to the following reservations, restrictions and conditions which shall be covenants running with the land and shall be binding upon Grantee, its successors, assigns and all future owners of the Premises, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the Premises (collectively, "Grantee"), for purposes of these reservations, restrictions and conditions):

a) Speedway SuperAmerica LLC, its successors and assigns ("Grantor") reserves the right to enter upon the Premises, at no cost to Grantor, at reasonable times to conduct any Corrective Action only as and when required by the governmental agency with jurisdiction (the "Agency") in connection with a release of petroleum hydrocarbons at the Premises. As used herein, the term, "Corrective Action", shall refer to one or more of the following activities: investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to risk-based corrective action ("RBCA"), if applicable, and/or other activities approved, concurred in or required by the Agency. In performing any Corrective Action at the Premises, Grantor will have the right to rely on and use any current, future or revised or amended state cleanup/remediation standards, guidelines or criteria or revised federal cleanup/remediation standards, if applicable, including without limitation any site-specific risk-based soil and groundwater cleanup objectives or other similar RBCA policies administered by the Agency. In performing any Corrective Action at the Premises, Grantor may also rely on and implement institutional controls as provided for in applicable laws, regulations and policies to ensure the protection of public health, safety or welfare and the environment. Grantee acknowledges that such institutional controls may require deed recordation running with the land at the Premises. Such deed recordation would contain certain restrictions based on site-specific exposure such as prohibiting the use of groundwater at the Premises, requiring that the use of the Premises remain commercial/industrial, or requiring the Premises, or a portion of the Premises, to be paved or that existing pavement remain in place and be properly maintained. Grantee agrees to permit reasonable institutional controls regarding the Premises in connection with Grantor's performance of any Corrective Action thereon. Grantee agrees to provide Grantor, at no cost to Grantor, with Grantee's written consent and signature as needed in connection with the preparation, execution and recording of any necessary documents relating to any institutional controls which are to be recorded on the Premises as part of Grantor's performance of Corrective Action. Such institutional controls, if necessary, would not prohibit the use of the Premises for industrial/commercial purposes. Grantor reserves its legal appeal rights with respect to any orders, directives or requests of the Agency concerning but not limited to Corrective Action at the Premises. Grantee agrees that, without prior written approval from Grantor, Grantee will not engage in any activity which would interfere with Grantor's performance of any Corrective Action at the Premises. Such approval shall not be unreasonably withheld by Grantor. In the event that Grantee interferes with Grantor's performance of Corrective Action, Grantee agrees to pay Grantor for the reasonable costs incurred by Grantor as a result of any such interference, including, but not limited to, costs to replace monitoring wells that are damaged or destroyed by Grantee's activities.

b) The use of the Premises shall be restricted solely to industrial/commercial use.

c) The installation and/or existence of potable wells on the Premises is prohibited. The groundwater underneath the Premises shall not be used for any purpose whatsoever. This restriction, however, does not prohibit the installation or use of any compliance wells, or any groundwater monitoring, recovery or extraction wells or similar devices, used for or related to the performance of any Corrective Action.

d) Grantee shall not have any claim against Grantor, or Grantor's parent companies, affiliates, predecessors, successors, assigns, subsidiary companies or their respective past, present and future officers, employees, agents and/or representatives (collectively, the "Released Parties"), based upon, related to or arising out of the presence of any contamination on, under or at the Premises. The Released Parties are hereby forever released from any and all such claims including, but not limited to, any and all claims and statutory causes of action under the Comprehensive Environmental Response, Compensation and Liability Act



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VILLAGE OF ALSIP



AUG - 7.07

REAL ESTATE TRANSACTION TAX  
DEPARTMENT OF REVENUE

# 0000003532

REAL ESTATE TRANSFER TAX
0105000
FP 3267016

STATE OF ILLINOIS



AUG - 9.07

STATE TAX

REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE

# 0000008163

REAL ESTATE TRANSFER TAX
00300.00
FP 103024

COOK COUNTY  
REAL ESTATE TRANSACTION TAX



AUG - 9.07

COUNTY TAX

REVENUE STAMP

# 0000006214

REAL ESTATE TRANSFER TAX
00150.00
FP 103022