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MPC 2353
4200 Kirchoff & Hicks Rds.
Rolling Meadows, IL

Doc#: 0734742126 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/13/2007 01:49 PM Pg: 1 of 6

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

After Recording
Return to: Rolling Meadows Marathon Inc.
Attn: Robert Horel
9 Windsor Court
South Barrington, IL 60008

taxbill

J 8A3 217130/27089448

1 of 5

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Marathon Petroleum Company LLC**, (successor by merger to Marathon Ashland Petroleum LLC), a Delaware limited liability company, whose tax mailing address is c/o Property Tax Department, 539 South Main Street, Findlay, Ohio 45840, GRANTOR, for the consideration of Ten and No/100 Dollars (\$10.00), received to its full satisfaction from **Rolling Meadows Marathon Inc.**, c/o Robert Horel an Illinois Corporation, whose tax mailing address is 9 Windsor Court, South Barrington, Illinois 60010, GRANTEE, does give, grant, bargain, sell and convey unto said GRANTEE the following described real estate being situated in the City of Rolling Meadows, County of Cook, and State of Illinois:

PARCEL I

Lot A in Moellenkamp Corner Rolling Meadows being a subdivision in the South 1/2 of Section 26, Township 42 North, Range 10 East of the Third Principal Meridian, according to plat recorded Feby 27/57 as Document 16836080 in Cook County, Illinois (except that part of said Lot 'A' described as follows: commencing at a point in the Southerly line of said Lot 'A' that is 95.96 feet Southeasterly of the South West Corner of said Lot 'A' thence Easterly and Northerly along a curve to the left having a radius of 35 feet and tangent to the said Southerly line of Lot 'A' at the last described point for 73.30 feet; thence Northerly along a line tangent to the last described curve at the last described point for 163.83 feet to a point in the Northerly line of said Lot 'A' that is 97.97 feet Northeasterly of the North West Corner of said Lot 'A' thence Northeasterly along said Northerly Line of Lot 'A' for 37.83 feet to the North East Corner of said Lot 'A' thence Southeasterly along the Easterly Line of said Lot 'A' for 376.50 feet to the South East Corner of said Lot 'A' thence Northwesterly along the Southerly Line of said Lot 'A' for 273.04 feet to the point of beginning.

PARCEL II

Lots 7, 8, 9 and 10 in Verdant Acres being a subdivision in the South 1/2 of Section 20, Township 42 North, Range 10 East of the Third Principal Meridian, according to the plat recorded Feby 27/57 as Document 16836081 in Cook County, Illinois, except that part of said Lot 9 described as follows: commencing at the North East corner of said Lot 9 for the pob; thence Southerly along a curve to the right having a radius of 205.10 feet and tangent to the Easterly line of said Lot 9 at the last described point for 83.59 feet thence Southerly along a line tangent to the last described curve at the last described point for 53.05 feet to a point in the Southerly line of said Lot 9 that is 97.97 feet Northeasterly of the South West corner of said Lot 9; thence Northeasterly along the Southerly line of lot 9 for 37.83 feet to the South East corner of said Lot 9; thence Northerly along the East line of said Lot 9 for 130 feet to the point of beginning.

EXCEPTING THEREFROM that portion of the premises conveyed to Emro Land Company by Warranty Deed dated April 30, 1978, more particularly described as follows:

Being all or part of Lots 7, 8, 9 and 10 in Verdant Acres Subdivision in the S. 1/2 of Sec. 26, T. 42 N., R. 10 E. of the Third Principal Meridian, the plat of which being recorded February 27, 1957

BOX 333-CT

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Property of Cook County Clerk's Office


FP 103034	# 0000046055
0045000	
REAL ESTATE TRANSFER TAX	

COOK COUNTY
 REAL ESTATE TRANSACTION TAX
 DEC. 13. 07
 COUNTY TAX
 REVENUE STAMP



FP 103032	# 0000045947
0090000	
REAL ESTATE TRANSFER TAX	

STATE OF ILLINOIS
 DEC. 13. 07
 REAL ESTATE TRANSFER TAX
 DEPARTMENT OF REVENUE



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as Document 16836081 in the County of Cook, State of Illinois and being more particularly described as follows:

Commencing at the Northeast corner of said Lot 10 and being the "True Point of Beginning".

Thence on and along the Westerly right-of-way line of Hicks Road S 23° 26' 21" E a distance of 110.07 feet to a point being the beginning of a curve to the right.

Thence on and along the arc of said curve a distance of 83.90 feet to the point of tangent. Said curve having a radius 205.10 feet, a chord bearing of S 11° 43' 20" E a distance of 83.32 feet.

Thence continuing on and along said Westerly right-of-way due SOUTH a distance of 26.27 feet to a point.

Thence departing from said Westerly right-of-way due WEST a distance of 90.00 feet.

Thence S 60° 30' 38" W a distance of 113.17 feet.

Thence S 29° 52' 07" W a distance of 75.00 feet to a point being the intersection with the Northeasterly right-of-way of Kirchoff Road.

Thence on and along said Northeasterly right-of-way N 60° 07' 53" W a distance of 157.15 feet to a point being the Southwesterly corner of said Lot #7 in Verdant Acres Subdivision.

Thence on and along the Westerly line of said Lot #7, N 30° 14' 32" E a distance of 196.31 feet to a point being the Northwesterly corner of said Lot #7.

Thence S 41° 35' 28" E a distance of 3.15 feet to a point being the Southwesterly corner of Lot #10 in Verdant Acres Subdivision.

Thence on and along the Northerly line of said Lot #10 N 67° 14' 32" E a distance of 217.39 feet to the point of beginning and containing 1.45 acres more or less subject however to easements of record.

Property Identification Number: 02-26-420-007-0000 and 02-26-420-015-0000

Prior Deed Reference: Instrument No. 0010805803

Property Address: 4200 Kirchoff & Hicks Roads, Rolling Meadows, 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, and 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.
- (A) Grantee agrees that for a period of twenty (25) years from and after the date of this conveyance, the premises shall not be used for the sale, marketing, storage or advertising of motor fuels, except the trademarked products of MARATHON PETROLEUM COMPANY LLC, its successors and assigns, purchased either directly from MARATHON PETROLEUM COMPANY LLC, its successors and assigns or from a MARATHON® branded Jobber 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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- (B) Grantor shall have the option to repurchase the premises free of all right of dower, in the event Grantee desires to sell or lease the premises or to convert it to a use other than a MARATHON® retail motor fuel outlet. In the event the Grantee contracts to sell or lease or to convert the premises, then Grantor shall have the option within sixty (60) days of acquiring such notice to repurchase the premises, by tendering payment to Grantee in the amount of Nine Hundred Thousand and no/100 (\$900,000.00) together with interest of (5%) percent per annum accrued thereon from date of conveyance to Grantee and together with reimbursement for the cost of any capital improvements made to the premises by Grantee, depreciated at a rate of (5%) percent per annum, and in such event, Grantee shall reconvey the premises to Grantor free and clear of all covenants, restrictions, easements, liens and encumbrances except those which existed as of the date of conveyance of the premises to Grantee. Grantee and any subsequent owner is hereby required to provide written notice of its intent to sell or lease or to convert the premises. If Grantee or any subsequent owner should fail to provide such notice to Grantor, that failure shall be a material default of this restrictive covenant and shall trigger the option rights of Grantor described herein.
- (C) Alternatively, and in addition to the repurchase option of section (B) above, Seller and Buyer further covenant and agree that Seller shall have the right of first refusal to repurchase the premises, improvements and equipment free of all right of dower, in either of the following events: (i) Buyer desires to sell for any reason whatsoever, and if at such time Buyer has received an acceptable bona fide written offer from a third party to purchase the premises, or (ii) Buyer desires to lease all or any lesser portion of the premises for any reason whatsoever, and if at such time Buyer has received an acceptable bona fide written offer from a third party to lease all or such lesser portion of the premises. Prior to accepting either said offer of third party, Buyer shall provide Seller with a copy of same. Seller shall have the option exercisable within sixty (60) days from and after receipt thereof, in the event of said offer of third party to purchase, to repurchase the premises upon the same price and terms contained in said offer, or, in the event of either said offer of third party, to elect to repurchase the premises pursuant to the terms and conditions of section (B) above. This right of first refusal shall apply to any purchase offer and lease offer from a third party which Buyer wishes to accept, including those purchase offers at a lesser price than the repurchase option price referred to in section (B) above, and no sale or lease shall be binding unless this provision is complied with, regardless of whether Seller has previously declined to exercise its repurchase option under section (B) above or its right of first refusal under this section (C). Grantee and any subsequent owner is hereby required to provide written notice of its intent to sell or lease or to convert the premises. If Grantee or any subsequent owner should fail to provide such notice to Grantor, that failure shall be a material default of this restrictive covenant and shall trigger the option rights of Grantor described herein.
- (D) The restrictive covenants set out in sections (A), (B) and (C) above are part of the consideration for this conveyance running from Seller to Buyer, and the purchase price was reduced because of same. Nothing herein shall be construed to require or obligate Seller to repurchase the premises at any time.
- (E) The restrictive covenants of sections (B) and (C) above shall be deemed covenants running with the land and shall be made a part of every deed, lease, mortgage or other instrument affecting the title to the premises. The restrictive covenants in sections (B) and (C) above shall be binding upon the Buyer, his grantees, heirs, personal representative, successors and assigns for a period of twenty (20) years from date of conveyance.
- (F) In case any one or more of the reservations, restrictions or conditions (or portions thereof) contained in this deed shall, for any reason, be held to be invalid, illegal or legally unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other portion of that provision or any other provision hereof (whether or not clearly divisible from such provision or portion thereof), and the above reservations, restrictions and conditions shall be construed and interpreted in the manner which is valid, legal and legally enforceable, and which is most nearly consistent with the intention of Grantor and Grantee as evidenced by the above reservations, restrictions and conditions.

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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:

1. Marathon Petroleum Company LLC and its successors and assigns ("Grantor") reserves the right to have access to 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 on 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 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 standards, guidelines or criteria or revised federal cleanup 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 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 with the deed in accordance with 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.
2. The Grantee shall not have any claim against Grantor, its parents, affiliates, predecessors, successors, assigns, subsidiaries or their respective past, present and future officers, employees, agents and/or representatives (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.
3. To reduce risks to human health and/or the environment, and to permit application of corrective action standards which are consistent with the non-residential use (or other lower-risk use) of the premises, this conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restrictions and covenants that: (i) the use of the premises shall be restricted solely to industrial/commercial use; (ii) the premises shall not be used or occupied (if used or occupied at all) for residential purposes or for purposes of a child care or elder care facility, a nursing home facility or hospice, a hotel or motel, a medical or dental facility, a school, a church, a park, or a hospital; (iii) any building constructed on the premises shall have a slab-on-grade foundation with the top of the slab at or above surface level; (iv) in the event that any activities occur at the premises that involve any digging, trenching or excavation of soils by Grantee, Grantee shall take proper precautions to ensure the protection of health, safety and the environment, including but not limited to, testing the soils, providing adequate notification and protection to workers, and proper handling and/or disposal of any contaminated soils in accordance with all applicable laws, rules and regulations, and (v) no water supply wells of any kind (including without limitation water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the premises (collectively, "Exposure Restriction"); provided, however, that the Exposure Restriction 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

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performance of assessments, remediation or any other corrective action on the premises now or in the future.

4. Grantee hereby agrees to indemnify, defend and hold harmless the Grantor from and against any and all losses, damages, claims, suits or actions, judgments and costs (including without limitation reasonable attorney fees) that arise out of or relate to any violation of the reservations, restriction and/or conditions contained in this deed, including, but not limited to, any use of the premises which is in violation of or inconsistent with the Exposure Restriction.

And the Grantor for itself and its successors and assigns, will warrant and forever defend the right and title to the above described Property unto the Grantee, its successors and assigns, against the claims of every person whomsoever claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this Deed under seal this, the 30th day of November, 2007.

CITY OF ROLLING MEADOWS, IL REAL ESTATE TRANSFER STAMP	
DATE <u>12/6/07</u>	\$ <u>2700.00</u>
ADDRESS <u>4200 KIRCHOFF</u>	
<u>7263</u>	Initial <u>DS</u>

MARATHON PETROLEUM COMPANY LLC

By: *M.E. Peters*
 Name: M.E. Peters
 Title: Senior Vice President, Marketing



STATE OF OHIO)
) ss:
 COUNTY OF HANCOCK)

Before me, a Notary Public in and for said state of Ohio, personally appeared the above named Marathon Petroleum Company LLC, a Delaware limited liability company, by M.E. Peters, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of said company, and the free act and deed of her personally and as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at Findlay, Ohio, this 30th day of November, 2007.

Teresa J. Werling
 Notary Public

TERESA J. WERLING
 Notary Public, State of Ohio
 My Commission Expires May 5, 2009

My Commission expires: 5-5-09