

# UNOFFICIAL COPY



Prepared by:  
Gary R. Staken  
Attorney at Law  
7243 West Touhy Avenue  
Chicago, Illinois 60631

Doc#: 0805039196 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/19/2008 03:16 PM Pg: 1 of 6

After Recording  
Return to:

## LIMITED WARRANTY DEED

KNOWN ALL MEN BY THESE PRESENTS, that **NORTHLAKE PETROLEUM CORP**, an Illinois Corporation whose mailing address is 9739 West Irving Park Road, Schiller Park, Illinois 60176, Grantor, for the consideration of Ten and no/100 Dollars (\$10.00) received to its full satisfaction from **L J 1 CORPORATION**, whose mailing address is 750 N. Willow Road, Elmhurst, Il 60126, Grantee, does give, grant, bargain, sell and convey unto said GRANTEE the following described real estate being situated in the City of Melrose Park, County of Cook and State of Illinois:

Lot A and Lot 3 (except the North 75 feet thereof) in Block 5 in Henry Soffel's 2<sup>nd</sup> Addition to Melrose Park, A subdivision in the West 1/2 of Section 4, Township 39 North, Range 12, East of the Third Principal Meridian, In Cook County, Illinois.

Property Identification Number: 15-04-309-013

Prior Deed Reference: Instrument No: 0736209197

Property Address: 3301 West Lake Street, Melrose Park, IL 60160

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, condition, 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. Upon acceptance of the deed, Grantee agrees that the trademarks and/or trade names of Speedway Super/America LLC, including without limitation names Speedway and/or SuperAmerica, and/or any derivatives, thereof, shall not be used

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at or on the premises in connection with the operation of any convenience store or the sale of petroleum products without the written consent of Speedway SuperAmerica LLC. 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.

3. Grantee agrees that for a period of (25) twenty-five 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 (R) branded Jobber and that the 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 the premises.

This deed is subject to the following reservations, restrictions and conditions which are contained in the Deed dated December 19, 2007, recorded December 28, 2007 as Document No.:0736209197, 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):

1. Speedway SuperAmerica LLC, its successors and assigns ("Grantor for purposes of these reservations, restrictions and conditions") reserves the right to enter upon the premises, at no cost to Grantor, at reasonable times to conduct any Corrective Action 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 site specific, 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 shall have the right to rely on and use any current, future or Corrective Action at the premises, Grantor shall have the right to rely on and use any current, future or revised or amended state clean up/remediation standards, guidelines or criteria or revised federal clean up/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

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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 need 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. 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 unreasonable 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.

2. The use of the premises shall be restricted solely to industrial/commercial use.
3. 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 on 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.
4. 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 or Northlake Petroleum Corp (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 (CERCLA), the Resource Conservation and Recovery Act (RCRA),

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the Clean Water Act, the state law equivalents of such acts, state and federal underground storage tank laws and regulations and all other environmental laws and regulations, all as amended. This release shall not apply to claims of breach of that certain Offer to Purchase ("including Exhibit "B") dated July 17, 2007 between Grantor and Grantee that may arise in the future.

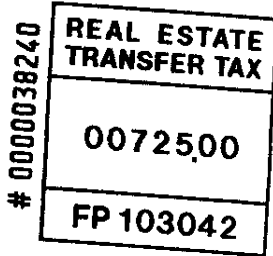
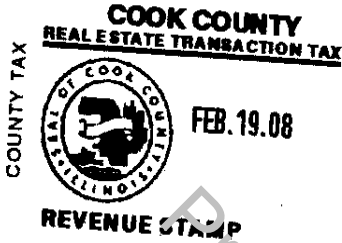
5. Grantee agrees to adhere to, and comply with the terms of any closure or no further action/remediation letter or determination from the Agency regarding Grantor's performance of any Corrective Action.
6. Grantee hereby agrees to defend (with counsel acceptable to the Released Parties), indemnify and hold the Released Parties (as defined above) harmless from and against any and all liabilities, claims, losses, suits, actions, judgements, damages, costs (including reasonable attorneys' fees) or penalties that result from, arise out of or relate in any way to any violation of the reservations, restrictions and/or conditions contained in this deed.
7. 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.

To have and to hold the same premises, together with all and singular the rights, members, and appurtenances thereof to the same belonging or in any wise appertaining, to the only proper use, benefit and behoove of the Grantee, the Grantee, its successors and assigns forever, in fee simple.

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 assign, against the claims of every person whomsoever claiming by, through or under the Grantor, but not otherwise.

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IN WITNESS WHEREOF, Grantor has executed this Deed under seal this, 13 day of February, 2008.



NORTHLAKE PETROLEUM  
CORP.

By: Muhammad Ahmed  
Name: MOHAMMED AHMED  
Title: PRESIDENT

of Illinois

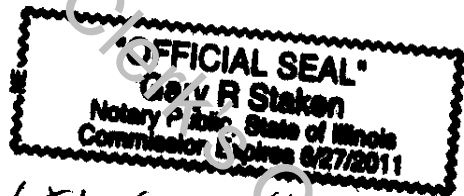
State

County of \_\_\_\_\_

I \_\_\_\_\_, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MOHAMMED AHMED and personally known to me to be the same person whose name is subscribed to the foregoing instrument, as President of Northlake Petroleum Corp, appeared before me this day in person, and signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13th day of February, 2008.

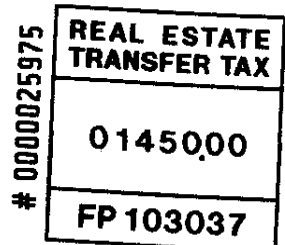
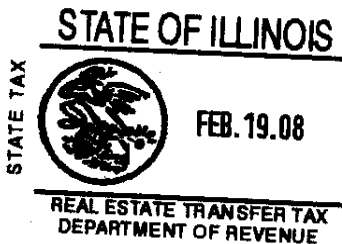
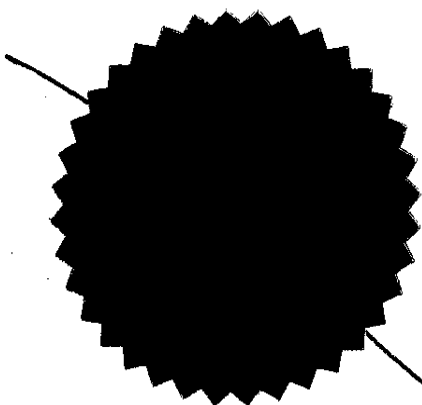
[Signature]  
Notary Public



My Commission Expires \_\_\_\_\_

Return/Send Subsequent Tax Bill to: LSI Corporation  
3301 W. Lake St.  
Melrose Park, IL 60160

Prepared By: Gary R. Staken, 7243 W. Touhy Ave., Chicago, IL 60631



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**VILLAGE OF MELROSE PARK**  
Office of the Director of Public Works / Building Commissioner  
1000 N 25th Avenue Melrose Park, IL 60160  
708-343-4000 Ext. 122 Fax 708-343-1917

This is a Visual Inspection Only

The issuance of this certificate shall in no way be construed to be a guarantee in any way by the Village of Melrose Park that the structure is free from other defects. Also, provides no guarantee that future violations cannot or will not occur at this address. The Village of Melrose Park is not responsible for code violations not visible to our inspector. This includes items behind walls, ceilings, furniture, and in general covered from view. This inspection report expires in four months.

To Whom It May Concern:

Re: 3301 West Lake Street- Commercial

This shall serve to certify the above captioned property has been inspected by the undersigned in accordance with Chapter 112, Section 3 of the Revised Municipal Code of the Village of Melrose Park; and further, that said inspection revealed the building to meet all applicable building and zoning regulations.

This "CERTIFICATE OF COMPLIANCE" issued this 12th day of February 20 08

Gary M. Marine  
Director of Public Works  
Ralph Sorce  
Building Commissioner

Fee: \$ \$300.00PAID

Certificate No. 21208

1. Final water bill must be paid.
2. Forms 4000.
3. Plat of survey.

For Rental Purposes Only

For Sale of Property

**ADDITIONAL CONDITION OF COMPLIANCE REQUIRED**

FORM 3500 COMPLETED

FORM 4000 COMPLETED

PLAT OF SURVEY

FINAL WATER BILL PAID

Inspected by: Joe Torchia/Caliendo/Pones