

# UNOFFICIAL COPY



Doc#: 0822731056 Fee: \$64.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/14/2008 11:47 AM Pg: 1 of 15

## SPECIAL WARRANTY DEED

### PREPARED BY:

ExxonMobil Oil Corporation  
Don Fullerton  
3225 Gallows Road  
Fairfax, VA 22037

### RETURN TO:

Mindy B. Kurlansky, Esq.  
O'Rourke, Hogan, Fowler & Dwyer  
10 S. LaSalle, Suite 2900  
Chicago, IL 60603

### SEND SUBSEQUENT TAX BILL TO:

Roselle-Wise, L.L.C.  
c/o Centrum Properties, Inc.  
225 West Hubbard Street, 4<sup>th</sup> Floor  
Chicago, IL 60610  
ATTN: Mr. Michael Hanbury

NTS #07334685/Site #13280



Property of Cook County Clerk's Office

15  
P

*John Gillis JTS*  
STEWART TITLE OF ILLINOIS  
2 N. LaSalle Street  
Suite 625  
Chicago, IL 60602  
312-849-4243

8-11-08  
VILLAGE OF SCHAUMBURG  
REAL ESTATE TRANSFER TAX  
13886 | \$1,750.00

STEWART TITLE OF ILLINOIS  
Commercial Division  
2 N. LaSalle St., Suite 1400  
Chicago, IL 60602  
312-849-4400

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This is to certify that the within instrument has been prepared by or under the supervision of a party to this instrument.

## SPECIAL WARRANTY DEED

STATE OF ILLINOIS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COOK

§

THAT EXXONMOBIL OIL CORPORATION, a New York corporation, having an office at 3225 Gallows Road, Fairfax, VA 22037-0001 ("Grantor") for and in consideration of the sum of One Million Seven Hundred Fifty Thousand and 00/100 DOLLARS (\$1,750,000.00 U.S.), and other good and valuable consideration, cash to it in hand paid by ROSELLE-WISE, L.L.C., an Illinois limited liability company, having an address of 225 W. Hubbard St., 4th Floor, Chicago, Illinois 60610 ("Grantee") the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, and CONVEY unto Grantee, subject to the further provisions of this Deed, all that certain tract or parcel of land (the "Property") in the Village of Schaumburg, County of Cook, State of Illinois, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

1. This conveyance is made by Grantor and accepted by Grantee subject to Grantor's right to re-enter as described herein and all existing leases, easements, encumbrances, rights-of-way, covenants, conditions and/or restrictions, all the foregoing whether of record or not, reservations and exceptions of record, including all building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority applicable to the Property and all matters apparent from an inspection of the Property, or which a current, accurate survey of the Property would disclose (including but not limited to encroachments, overlaps or boundary line disputes), collectively the "Permitted Encumbrances".

2. **GRANTEE ACKNOWLEDGES THAT THE PROPERTY HAS BEEN USED AS AN AUTOMOBILE SERVICE STATION FOR THE STORAGE, SALE, TRANSFER AND DISTRIBUTION OF PRODUCTS, INCLUDING, WITHOUT LIMITATION, MOTOR VEHICLE FUEL AND PETROLEUM PRODUCTS OR DERIVATIVES CONTAINING PETROLEUM HYDROCARBONS, AND THAT SUCH FUEL, PRODUCTS OR DERIVATIVES OR OTHER HAZARDOUS MATERIALS MAY HAVE BEEN SPILLED, LEAKED, OR OTHERWISE DISCHARGED ONTO OR INTO THE PROPERTY CAUSING CONTAMINATION TO THE SOIL AND/OR GROUNDWATER ON OR UNDER THE PROPERTY.**

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### 3. Deed Restriction and Covenant Against Residential Use.

a. This conveyance is made by Grantor and accepted by Grantee subject to the following restrictions and the covenant and agreement by Grantee on its behalf and that of the Grantee-Related Parties that neither the Property herein conveyed nor any part thereof separately or in conjunction with other property, shall at any time within a period of ten (10) years from the date of this Deed be used for the storage and sale of gasoline, diesel, other motor fuels, lubricants or other petroleum products from the date of this deed forward except that the sale of motor oil or other petroleum products will be permitted by retail businesses operating on the Property so long as such retail business are not primarily in the business of storing or selling gasoline, diesel, other motor fuels, lubricants or other petroleum products, so long as such sales of motor oil or other petroleum products are limited to quantities which are incidental to the such retail business operations and so long under no circumstance will underground storage tanks be used on or under the Property (collectively, the "Competitive Use Restrictions").

b. This conveyance is made by Grantor and accepted by Grantee subject to the following restrictions and covenant and agreement by Grantee on its behalf and that of the Grantee-Related Parties that neither the Property herein conveyed nor any part thereof separately or in conjunction with other property shall at any time within a period of fifty (50) years be used for residential, hospital, nursing home facility, child care, playground/recreational area, school or any similar use which is intended to house, educate or provide care for children, the elderly, or the infirm, or agricultural uses nor shall the Property nor any portion thereof be used for the construction or installation of basements or any water wells for drinking, food processing or irrigation purposes or any other purposes; that this covenant shall survive delivery of this Deed; that this covenant and agreement shall run with the land herein conveyed and that a similar restrictive covenant shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof (collectively, the "Sensitive Use Restrictions"). Except as expressly set forth above, the Sensitive Use Restrictions shall continue in full force and effect for a period of fifty (50) years from the date of this Deed; provided, however, if and to the extent that any of the reservations or covenants herein would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provisions concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive the class of persons consisting of all of the lawful descendants of former U.S. President George W. Bush, living as of the date of this Deed.

c. The foregoing Competitive Use Restrictions and the Sensitive Use Restrictions are collectively referred to as the "Deed Restrictions".

d. This conveyance is made by Grantor and accepted by Grantee subject to the following covenant and agreement by Grantee on its behalf and that of the Grantee-

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Related Parties that if at the date of this Deed the applicable "as of right" zoning use of the Property does not include any residential use, that Grantee, nor any Grantee-Related Party, will not at any time hereafter seek to or cause any application to be made to the relevant local governing authorities to amend the zoning of the Property to a use which includes any residential use whether on an "as of right" basis or on any other basis whatsoever, nor seek to take advantage of any non-conforming user rights or exception to use including special use permits (collectively, the "Covenant Against Residential Use").

e. All of the covenants and agreements of Grantee set forth in the Deed Restrictions and the Covenant Against Residential Use shall be covenants running with the Land and binding upon the Property. Each of the foregoing covenants and agreements of Grantee shall survive delivery and recordation of this Deed and shall be specifically enforceable against Grantee and the Grantee-Related Parties and any subsequent owner, user or occupier of the Property from time to time. If Grantee, the Grantee-Related Parties or any owner user or occupier of the Property breaches any of the provisions of the provisions of the foregoing Deed Restrictions or the Covenant Against Residential Use, in addition to Grantor's right to specifically enforce such provisions, Grantor shall have all rights and remedies available at law or in equity.

#### 4. Engineering Controls.

a. Grantee agrees and acknowledges that the conveyance of the Property is subject to the following covenants of Grantee and that these covenants were a material inducement to Grantor's sale of the Property. As part of the consideration of Grantor's sale of the Property to Grantee, Grantee agrees that in developing the Property, Grantee shall, at its sole cost and expense, adopt and use all engineering and related technical assistance available and standard to the industry to protect the health and safety of persons and that depending upon the nature of Grantee's development of the Property Grantee may need to consider the use of engineering controls 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 installation systems, vapor barriers, sealed sumps and storm pond liners. At a minimum, Grantee agrees that it will construct any buildings and develop the Property in accordance with the following requirements, which are collectively referred to as the "Engineering Controls".

(1) Grantee agrees that 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 Grantee protects them from vapor or liquid intrusion by installing an appropriate vapor ventilation system and vapor/liquid barrier.

(2) Grantee agrees that it will never use the Property 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.

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(3) Grantee agrees that any existing bore-water or groundwater wells located on the Property used for the purposes of obtaining water from beneath the surface of the Property, will be capped, disabled, and sealed in accordance with all applicable Environmental Laws and industry standards and will not be re-opened and used at any time and must remain capped, disabled and sealed.

(4) Grantee agrees that if, at any time, the Property is used for below grade activities other than simple storage with no residential use that Grantee will install at its cost into any below ground areas of the development an appropriate vapor ventilation system. Such vapor ventilation system shall be installed by a licensed contractor experienced in the installation of such systems. In addition, Grantee shall operate and maintain the vapor ventilation system to ensure that the system extracts appropriate levels of vapors so all applicable indoor air quality standards are met. In addition, Grantee shall annually test the air quality and the system to ensure the system is adequately extracting the appropriate levels of vapors to meet applicable indoor air quality standards. Such installation shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

(5) Grantee agrees that if, at any time after the Closing Date, a new building foundation is installed on the Property ("New Foundation") that prior to commencing any construction related to the New Foundation Grantee, at its sole cost, shall install an impervious liner under the New Foundation to act as an effective vapor barrier. Grantee shall not be required to retrofit or install an impervious liner under the existing building foundation supporting the existing building on the Property as of the Closing Date ("Existing Foundation"). However, if after Closing, the Existing Foundation is demolished and a New Foundation is installed to replace it, then Grantee will be responsible for installing an effective vapor barrier. Such liner shall be installed by a licensed contractor experience in the installation of such liners. In addition, Grantee shall maintain the liner so that it remains as an effective barrier. The liner shall be of the appropriate strength and quality and be resistant to hydrocarbons and shall be installed at an appropriate level beneath ground level. Such installation shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

(6) Grantee agrees that if, at any time, the use or development of the Property involves any common areas such as gardens, yards, recreation areas or open space areas, Grantee, at its sole cost and expense, shall excavate and remove all impacted soil to a depth of one (1) meter or pave or seal such areas to the maximum extent to protect human health and safety. It is acknowledged that the foregoing requirement shall not be deemed to permit any Sensitive Use, which is otherwise prohibited by this Agreement. The term "impacted" means any visual staining, detectable vapors (odor) or concentrations above the analytical method detection limit present in the soil. Not impacted soil is soil where no background concentrations exceed standard and remediation is not required by local regulations

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b. Grantee's agreement to install the Engineering Controls is a material inducement to Grantor in the sale of the Property to Grantee.

c. Grantee's agreement to install any of the Engineering Controls shall be specifically enforceable against the applicable Grantee-Related Parties. If Grantee, or any applicable Grantee-Related Party breaches these provisions regarding Engineering Controls Grantor shall have the right to enforce every remedy, either public or private, available at law and in equity against the Grantee and the applicable Grantee-Related Parties, including but not limited to injunctive relief and specific performance. All remedies provided herein, including without limitation, those at law or in equity, shall be cumulative and not exclusive. Any purchaser or successor owner of the Property shall take title to the Property subject to the terms of these Engineering Controls.

d. All of the covenants and agreements of Grantee set forth herein regarding the Engineering Controls shall be covenants running with the land and binding upon the Property, Grantee and the Grantee-Related Parties, as applicable and that Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to procure these Engineering Controls from any subsequent purchase, transferee, assignee, lessee, occupier or any other person or entity having the right to use the Property and these Engineering Controls shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

## 5. Grantor's Reservation of Access.

a. This conveyance is made by Grantor and accepted by Grantee subject to the following reservation by Grantor for access to the Property after Closing. Grantor reserves the right of access to the Property after Closing, and Grantor on behalf of itself and the Grantee-Related Parties grants to Grantor access to the Property after Closing, at no cost to Grantor, for Grantor, Grantor's employees, agents, contractors and successors and assigns for the purpose of inspecting the Property and confirming Grantee's and the applicable Grantee-Related Parties' compliance with the terms and conditions of the Deed and the obligations of Grantee under the purchase and sale agreement between Grantor and Grantee that survived the closing and the delivery of this Deed, including without limitation Grantee's compliance with the Deed Restriction, the Covenant Against Residential Use, the Engineering Controls, and/or conducting investigation and remediation operations pursuant to Grantor's remediation obligations, if any, under this Deed and removal of Tanks and Lines. Grantor will not be liable to Grantee or the Grantee-Related Parties and Grantee hereby waives on its own behalf and on behalf of the Grantee-Related Parties all Claims arising from business disruption or any other Claims whatsoever resulting from such access or Losses (including, without limitation, lost business opportunity or income, reasonable attorneys' fees, court costs and settlement

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of claims) except that Grantor shall be liable to Grantee for actual damages (but not consequential or incidental or speculative damages) arising directly from the gross negligence or willful misconduct of Grantor on the Property.

b. Grantor's reservation of access shall be covenants running with the land and binding upon the Property, Grantee and applicable Grantee-Related Parties and any lessee, licensee, occupier, user or subsequent owner or transferee of the Property. Any transferee, assignee, or successor owner, lessee, licensee, occupier or user of the Property shall take title to the Property subject to Grantor's reservation of access. The rights and benefits of this reservation of access inure to the benefit of Grantor, its Affiliates, successors and assigns.

c. Grantee agrees that Grantor's reservation of access set forth in this Deed shall be a covenant that runs with the land herein conveyed and that Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to procure Grantor's reservation of access from any subsequent purchase, transferee, assignee, lessee, occupier or any other person or entity having the right to use the Property and Grantor's reservation of access shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

6. Environmental. Grantor has caused to be conducted an environmental site assessment ("Assessment") to attempt to determine the existence, if any, of Hazardous Materials associated with Grantor's operation of a service station on the Property in the soil, water, or groundwater on and/or under the Property caused by the activities of Grantor. The written report(s) setting forth the results of such assessment has been provided to Grantee. The written report(s) setting forth the results of the Assessment will be used by Grantor to prepare and file reports, where applicable, with the appropriate federal, state or local governmental authority having and exercising jurisdiction over the matter or its designee (the "Governmental Authority"). Grantor shall remediate such Hazardous Materials if: (i) such Hazardous Materials result from the activities of Grantor before the date of this Deed and (ii) if the amount of such Hazardous Materials is required to be remediated by the Governmental Authority pursuant to laws in effect as of the date of this Deed ("Covered Contamination"). As used herein, the term "Baseline Condition" shall mean the level of such Hazardous Materials established in the written report(s) setting forth the results of the Assessment as such levels are reduced by Grantor's remediation of Covered Contamination, if any. If, following the date of this Deed, any Governmental Authority requires further testing or remediation of Covered Contamination; the Baseline Condition shall be modified as reasonably indicated by the results of such tests.

a. Grantee shall be solely responsible for investigation and/or remediation of (and any costs or expenses related to) any Hazardous Materials deposited,

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released or discharged on or into the Property from and after the date of this Deed or migrating onto or into the Property after the date of this Deed. If, after the date of this Deed but before Grantor has completed its remediation of the Covered Contamination, a deposit, release or discharge of any Hazardous Materials required to be reported by applicable Environmental Laws occurs on the Property, Grantee shall promptly notify Grantor and the Governmental Authority and provide Grantor a copy of any discharge report, notice of discharge or violation or similar notification issued to Grantee or required of Grantee to be completed or filed with respect to same. Grantee shall pay to Grantor its prorata share of Grantor's increased cost of remediation attributable to such deposit, release or discharge.

b. Grantee hereby assigns to Grantor any and all right, claim or interest, which the Grantee or the Property may have to payment or reimbursement by any third party or any Governmental Authority in connection with remediation of the Covered Contamination.

c. Grantor reserves the exclusive right to negotiate with any third party or Governmental Authority regarding any investigation or remedial work by Grantor pursuant to this Deed or which a third party or Governmental Authority may require.

d. During the period in which Grantor is performing remediation or monitoring activities on the Property, Grantor and Grantee will provide to each other copies of all reports, correspondence, notices and communications sent to or received from any Governmental Authority regarding the environmental condition of the Property and any remediation of the Property.

e. Grantor's remediation responsibilities shall inure to the benefit of the Grantee and the lending institution holding the first mortgage to finance Grantee's purchase of the Property, but not to subsequent purchasers, assigns, or successors of Grantee or its lender.

f. Grantor reserves the right of access to the Property, at no cost to Grantor, for Grantor, Grantor's employees, agents, and contractors for the purpose of conducting investigation and remediation operations. Grantor shall, to the extent practicable consistent with sound remediation practices, undertake such investigation and remediation actions in a manner that will not unreasonably disrupt any operations on the Property. Grantor will not be liable to Grantee or the Grantee-Related Parties for business disruption or any direct or consequential damage, injury, or loss whatsoever resulting from such access remediation; however, Grantor will not prevent Grantee or its tenants from using the Property unless such prevention results from complying with a requirement of any governmental authority. Grantee shall be responsible for any cost or expense of relocating, repairing and replacing Grantor's investigation and remediation equipment damaged by Grantee or by its contractors, invitees or employees and shall reimburse Grantor for such costs.



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7. In consideration of this Deed, the conveyance of the Property to Grantee, and the obligation of Grantor to remediate the Covered Contamination as described above, Grantee agrees on behalf of itself and the Grantee-Related Parties, as applicable, to accept the conveyance of the Property in its present condition and to make no claim regarding the environmental condition of the Property. On the Closing Date Grantee, on behalf of itself and the Grantee-Related Parties, shall be solely responsible for the investigation and/or remediation of (and any costs or expenses related to) any Hazardous Materials existing on the Property or deposited, released or discharged on or into the Property or migrating onto or into the Property except for Grantor's obligations to remediate Covered Contamination, if any, set forth above. Grantee for itself and the Grantee-Related Parties releases and forever discharges Grantor and the Grantor-Related Parties of and from any and all, and all manner of, Claims and Losses of any kind or of any nature whatsoever, including without limitation any claim made under any Environmental Law including without limitation CERCLA and RCRA and/or any registration requirements including compliance testing, any Claims asserted by any third party or Governmental Authority, known and unknown, foreseen and unforeseen, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by Grantee or the Grantee-Related Parties, whether herein named or referred to or not arising out of, related to or connected with the environmental condition of the Property and the Improvements and the equipment on the Property, including without limitation, any contamination from Hazardous Materials or the presence or the existence of Hazardous Materials on, in, under or about the Property, or the migration of any Hazardous Materials onto or from the Property. Grantee expressly declares and agrees: (i) the foregoing release covers and includes all Claims and Losses several or otherwise, past, present or future, which can or may ever be asserted by any person or entity, or otherwise as the result of the environmental condition of the Property and the improvements and the equipment on the Property, including any contamination from Hazardous Materials or the presence or existence of Hazardous Materials onto, in, under or about the Property or the migration of any Hazardous Materials on or from the Property, (ii) the foregoing release covers and includes any and all future Claims and Losses not now known to any of the parties hereto but which may later develop or be discovered, including the effects or consequences thereof and including all Claims and Losses therefor, and (iii) Grantee on behalf of itself and the Grantee-Related Parties indemnifies and holds harmless the said parties released hereby, against Claims and Losses from any and every claim or demand of every kind and character, including claims or demands for contribution, which may be asserted by Grantee or the Grantee-Related Parties by reason of any Claims or Losses or effects or consequences thereof. The foregoing release does not release Grantor from its obligation to remediate Covered Contamination, if any, pursuant to this Deed.

8. Assumption and Release. In addition, on the Closing Date, Grantee shall be solely responsible for, and on behalf of itself and the Grantee-Related Parties shall indemnify, protect, defend (with counsel acceptable to Grantor) and hold each of the Grantor- Indemnified Parties harmless from and against, any and all Claims and Losses of any kind or of any nature whatsoever, known and unknown, foreseen and unforeseen, which may at any time be imposed upon, incurred by or asserted or awarded against the

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Grantor-Indemnified Parties arising from or by reason of or in relation to the environmental condition of the Property, including without limitation, the presence or existence of or contamination of Hazardous Materials on, in, under or about the Property or the migration of any Hazardous Materials onto or from the Property, except for Grantor's obligations to remediate Covered Contamination, if any, set forth in this Deed.

9. Indemnity. In addition, Grantee shall be responsible for, and defend (with counsel acceptable to Grantor) and indemnify Grantor and the Grantor-Indemnified Parties from and against any Claims or Losses, to include property damage and personal injury in any way arising out of the presence of asbestos or asbestos containing material located in or on the Property, asserted by any third party or public authority after the date of this Deed. Furthermore, Grantee, for itself and the Grantee-Related Parties, as applicable, does hereby release, hold harmless and forever discharge Grantor and the Grantor-Indemnified Parties, from any and all claims, demands, liabilities (including fines and civil penalties) or causes of action at law or in equity (including, without limitation, any causes of action under the Rules) for injury (including death), destruction, loss or damage of any kind or character to the person or property of Grantee and its employees, agents, servants, and representatives, arising out of or in relation to any presence of asbestos or asbestos containing material located in, or on the Property.

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. Environmental Laws (or individually, an Environmental Law). The term Environmental Laws or individually, an Environmental Law means any and all federal, state and local laws, statutes, regulations, ordinances, codes, rules and other governmental restrictions or requirements relating to health, industrial hygiene, environmental or ecological conditions or Hazardous Materials including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., as amended ("CERCLA"); the Resource Conservation and Recovery Act as amended, 42 U.S.C. Section 6901 et seq. ("RCRA"); the Toxic Substance Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Clean Air Act, as amended, 42 U.S.C. Section 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Federal Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; and the laws, rules, regulations and ordinances of the U. S. Environmental Protection Agency, the County and State in which

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the Property is located and of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Property or the use or operation thereof.

b. Hazardous Materials. The term Hazardous Materials means those substances, materials, and wastes, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable Environmental Law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "Hazardous Substance" pursuant to Section 331 of the Clean Water Act, 33 U.S.C. Sec 1251, *et. seq.* (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec 1371), or (v) defined as a "hazardous waste" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec 9601, *et. seq.* (42 U.S.C. 9601).

c. 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. "Persons" means an individual, partnership (whether general or limited), limited liability company, corporation, trust, estate, unincorporated association, nominee, joint venture or other entity.

d. Claims (or individually a Claim). The term Claims (or individually a Claim) means each and every action, right, loss, cost, claim, obligation, damage, liability, demand, payment, fine, penalty, cause of action at law or in equity, defense, proceeding, injury, judgment (including expert witness fees and attorneys' fees awarded as part of a judgment), lien, cost or expense, including, but not limited to, attorneys' fees and other litigation expenses.

e. Grantee-Related Parties. The term Grantee-Related Parties means Grantee, its parent, subsidiaries, Affiliates, and their respective owners, officers, employees, agents, representatives, contractors, invitees, servants, successors or assigns, its heirs and representatives and any lessee, licensee, occupier, user or subsequent owner of the Property.

f. Losses. The term Losses means any and all Claims, including without limitation losses or claims arising from business disruption, lost business opportunity or income, reasonable attorneys' fees, court costs and the costs of investigation and settlement of Claims.

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g. Rules. The term Rules means the Occupational Safety and Health Administration Department of Labor, Rules relating to or regarding asbestos including 29 CFR Parts 1910 and particularly including Part 1926, 59 Fed. Reg. 40964 et. seq. (1994) as same may be amended.


h. Grantor-Indemnified Parties. The term Grantor-Indemnified Parties means Grantor, its parent, subsidiaries, and Affiliates and their respective owners, shareholders, members, partners, directors, officers, agents, servants, employees, representatives, contractors, successors and assigns.

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 whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

**COOK COUNTY**  
REAL ESTATE TRANSACTION TAX

COUNTY TAX



AUG. 14. 08


REVENUE STAMP

# 0000042848

REAL ESTATE TRANSFER TAX
00218.75
FP 102810

**COOK COUNTY**  
REAL ESTATE TRANSACTION TAX

COUNTY TAX



AUG. 14. 08


REVENUE STAMP

# 0000042848

REAL ESTATE TRANSFER TAX
00218.75
FP 102810

**COOK COUNTY**  
REAL ESTATE TRANSACTION TAX

COUNTY TAX



AUG. 14. 08


REVENUE STAMP

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00218.75
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**COOK COUNTY**  
REAL ESTATE TRANSACTION TAX

COUNTY TAX



AUG. 14. 08


REVENUE STAMP

# 0000042848

REAL ESTATE TRANSFER TAX
00218.75
FP 102810

**STATE OF ILLINOIS**

STATE TAX



AUG. 14. 08


REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE

# 0000005149

REAL ESTATE TRANSFER TAX
00437.50
FP 102804

**STATE OF ILLINOIS**

STATE TAX



AUG. 14. 08

REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE

# 0000005149

REAL ESTATE TRANSFER TAX
00437.50
FP 102804

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IN WITNESS WHEREOF, Grantor has signed this deed this 6 day of December, 2007, but EFFECTIVE as of this 29 day of December, 2007, ("Effective Date").

**WITNESS:**

By: Derek Kipaloni

Name: Derek Kipaloni

**GRANTOR:**

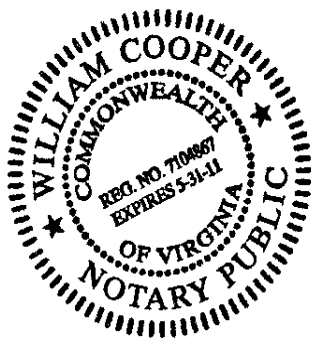
**EXXONMOBIL OIL CORPORATION,**  
a New York corporation

By: D.J. Fisher  
Name: D.J. Fisher  
Title: Agent and Attorney-in-Fact

COMMONWEALTH OF VIRGINIA §  
§  
COUNTY OF FAIRFAX §

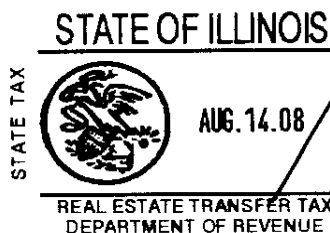
The foregoing instrument was acknowledged before me on December 6, 2007 by D.J. Fisher, Agent and Attorney-in-Fact for EXXON MOBIL OIL CORPORATION, a New York corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this the 6 day of December, 2007.



William Cooper  
Print Name: William Cooper  
Notary Public, Commonwealth of Virginia

My Commission Expires: 5/31/11



REAL ESTATE TRANSFER TAX
00437.50
FP 102804

# UNOFFICIAL COPY

WITNESS:

GRANTEE:

ROSELLE-WISE, L.L.C.,  
an Illinois limited liability company

By: Margaret Hicks

Name: Margaret Hicks

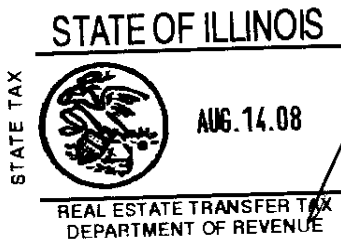
By: [Signature]  
Name: John Melinden  
Title: Manager

State of Illinois :

County of Cook :

On this 20<sup>th</sup> day of December, 2007, before me personally came John Melinden, to me known, who being by me duly sworn, did depose and say that he/she resides in Chicago, IL; that he/she is the Manager of ROSELLE-WISE, L.L.C., the limited liability company described in and which executed the foregoing instrument; that he/she was authorized to execute the same under the operative governing documents of the company; and that he/she executed the same in the name of said limited liability company intending it to be so bound thereby.

[Signature]  
Notary Public  
My commission expires: \_\_\_\_\_



REAL ESTATE TRANSFER TAX
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FP 102804

# 00000546



**UNOFFICIAL COPY**

**EXHIBIT "A" TO SPECIAL WARRANTY DEED FOR PROPERTY LOCATED  
at 1180 S. Roselle Rd., Schaumburg, IL 60193  
ID # - 07-27-302-003-000**

Subject to existing easements, rights of way, restrictions, covenants and conditions whether of record or not.

That part of the South half of the South West quarter of Section 27, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at the South East corner of the South West quarter of said Section 27; Thence Northerly 243 feet along the East line of said South West quarter of Section 27; Thence Westerly 260 feet along a line which is parallel with the South line of said Section; Thence Southerly and parallel with the East line of said South west Quarter of Section 27, a distance of 243 feet to a point in the South line of said Section; Thence Easterly 260 feet along said South Section line to the point of beginning; excepting there from the following property: the East 50.00 feet of the South 243.00 feet (as measured along the East line thereof) and the South 50.00 feet of the West 210.00 feet of the East 260.00 feet (both as measured along the South line thereof) of the South West quarter of Section 27, Township 41 North, Range 10, East of the Third Principal Meridian, and all in Cook County, Illinois.

Less and Except from the above described property that portion conveyed to the people of the County of Cook, State of Illinois, for the use and benefit of the Department of Highways more particularly described as follows:

That part of the South half of the Southwest quarter of Section 27, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at the point of Intersection of a line 50.00 feet North of and parallel to the South line of said Section 27 and a line 50.00 feet West of and parallel to the East line of the Southwest Quarter of said Section 27; thence Westerly 20.00 feet along said line 50.00 feet North of and parallel to the South line of said Section 27 to a point; Thence Northeasterly 29.09 feet to a point which is 20.00 feet Northerly of said point of beginning and 50.00 feet West of the East line of said Section 27; Thence South 20.00 feet along said line 50.00 feet West of and parallel to the East line of the Southwest Quarter of said Section 27 to the point of beginning.

C/K/A: 1180 South Roselle Road, Schaumburg, IL  
PIN: 07-27-302-003-0000