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Doc#: 0829610062 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/22/2008 02:09 PM Pg: 1 of 14

QUIT CLAIM DEED Illinois

Prepared by:

BP Products North America Inc.
4101 Winfield Road
Warrenville, Illinois 60555
Attn: Real Estate Attorney

THE GRANTOR, **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation, f/k/a Amoco Oil Company ("**Grantor**") with its principal office address at c/o BP Products North America Inc., 1323 Bond Street, Naperville, Illinois 60563, for the consideration of One Dollar and 00/100ths (\$1.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, by these presents does hereby REMISE, RELEASE, CONVEY AND QUIT CLAIM (without any covenant, representation or warranty of any kind), TO: **2401 WILLOW REAL ESTATE LLC**, an Illinois limited liability company, 100 Tri-State International, Suite 100, Lincolnshire, IL 60069 ("**Grantee**") as of October 17, 2008 (the "**Transfer Date**") the following described real estate (the "**Property**"), situated in the Village of Northbrook, County of Cook, State of Illinois, more particularly described as follows, to wit:

See legal description set forth on Exhibit A, attached hereto and incorporated herein.

Address of Property: 2401 Sanders Road, Northbrook, Illinois 60062-6109

Tax Identification Number(s): 04-19-201-020-0000 Vol. 132

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either at law or in equity, of, in and to the Property, with the hereditaments and appurtenances; **TO HAVE AND TO HOLD** the Property as above described, with the appurtenances, unto Grantee, its successors and assigns forever.

1 of 5

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1. Use and Operating Restrictions.

This conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the use and operating restrictions, notices, acknowledgements and covenants described on **Exhibit B** attached hereto (collectively "**Use and Operating Restrictions**"). Grantor may, in Grantor's sole and absolute discretion (but shall in no event be obligated to), release and/or waive any or all of the Use and Operating Restrictions at any time, by written instrument duly executed and delivered by Grantor.

2. Grantee's Indemnification of Grantor.

Grantee, for and on behalf of itself and its affiliates, heirs, relations, sublessees, representatives, partners, principals, successors and assigns (including, without limitation, all successors in title to the Property (or any portion thereof) to Grantee (collectively, the "**Grantee Parties**"), by acceptance of this Deed, hereby agrees, except as may otherwise be provided in the Purchase and Sale Agreement (as defined herein), to assume responsibility for, and shall defend (with counsel reasonably acceptable to the Grantor Parties (as defined herein), indemnify, defend and hold harmless and does hereby waive release and discharge Grantor, its parents, affiliates and subsidiaries, and their respective directors, officers, partners, members, shareholders, employees, contractors, agents, representatives, successors and assigns, (collectively, the "**Grantor Parties**"), from and against (a) any and all actions or causes of action at law or in equity, claims, demands, expenses, obligations, losses, damages liabilities, suits, judgments, fines, penalties, payments, costs and expenses (including reasonable attorneys' fees) ("**Losses**") arising out of or resulting from the use or operation of the Property on and after the Transfer Date including, without limitation, any "Government Required Environmental Work", "Third Party Claims", "Hazardous Materials" occurring on, at or migrating from the Property, or other environmental liabilities of any Grantee Party under the "Environmental Laws" (as those terms are defined in the Purchase and Sale Agreement); (b) any Losses sustained or incurred by any Grantor Party that result from any breach of Grantee's duties, liabilities, obligations or covenants of the Purchase and Sale Agreement; (c) Grantee's failure to discharge, or delay in discharging, any of the "Assumed Environmental Liabilities" (as defined in the Purchase and Sale Agreement); (d) damage to or destruction of Grantor's corrective action equipment caused by any Grantee Party, tenants or other business invitees; (e) any "Development" (as hereinafter defined), including without limitation, Development costs that are increased or unanticipated due to the environmental condition of the Property, delay costs resulting from the environmental condition of the Property, costs and expenses to handle, manage, remediate or dispose of soil or groundwater containing Hydrocarbons or any other Hazardous Materials, and the relocation, replacement, repair or removal of any corrective action equipment; (f) any statutory or equitable claim or cause of action against Grantor arising from or relating to the environmental condition of the Property; and (g) changes in, modifications to or amendments of environmental laws that were in effect prior to the Transfer Date or promulgated, made or enacted on or after the Transfer Date irrespective of whether the events giving rise to such liabilities occurred prior to, on or after the Transfer Date; (h) and any use which is in violation of or inconsistent with the Use and Operating Restrictions.

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3. Condition of Property.

Grantee has accepted the Property, including, without limitation, its environmental condition, in its "**AS-IS, WHERE-IS, AND WITH ALL FAULTS**" condition, subject only to any covenants and obligations of Grantor to Grantee which are expressly set forth in the Purchase and Sale Agreement or any other documents or instruments executed and delivered by Grantor and Grantee pursuant to the Purchase and Sale Agreement (collectively, the "**Contractual Obligations**"). Grantee acknowledges that the purchase price which it has paid for the Property reflects: (a) the fact that all of the Use and Operating Restrictions shall be recorded against the Property and shall be binding on Grantee and the other Grantee Parties, (b) the fact that Grantee has agreed to acquire the Property, including without limitation its environmental condition, in its "**AS-IS, WHERE-IS, AND WITH ALL FAULTS**" condition (subject only to Grantor's Contractual Obligations to Grantee), and (c) the fact that Grantee has agreed to acquire the Property subject to the presence, whether known or unknown, of any environmental contamination which may have occurred during or prior to the period of Grantor's ownership, use and/or operation of the Property (subject only to Grantor's Contractual Obligations to Grantee). Grantee does, by its acceptance of this Deed, represent and warrant that it is familiar with the condition of the Property and that GRANTOR HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY IS HEREBY CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN ITS "**AS-IS, WHERE-IS, WITH ALL FAULTS**" CONDITION EXISTING AS OF THE TRANSFER DATE, SUBJECT ONLY TO THE CONTRACTUAL OBLIGATIONS.

4. Grantor's Right of Access and Entry Upon the Property; Cooperation.

Grantor hereby reserves for itself and the other Grantor Parties the right to enter upon and access the Property (free from any charge or fee) from time to time to remove certain personal property and conduct certain inspections, remediation and other activities, all as more particularly described in the Purchase and Sale Agreement. Such access shall not be interrupted by any transfer, assignment, conveyance, mortgage, lease, hypothecation or pledge by Grantor of the Property or any of Grantee's interests therein. In the event Grantor is involved in any remediation efforts or in obtaining environmental site closure with respect to the Property for any reason whatsoever, Grantee and each of the other Grantee Parties agrees to cooperate with Grantor and with all local, state, and federal environmental agencies having jurisdiction over the Property (the "**Government**") in obtaining environmental site closure, to commercial standards, for any environmental contamination relating to or arising out of Grantor's prior use of the Property.

5. Further Assurances.

Grantee shall, from time to time, upon request of Grantor, execute and deliver to Grantor, and hereby authorizes Grantor to record in the appropriate governmental or other public records, such further documents and instruments and perform such acts as Grantor may reasonably deem appropriate to perfect, aid or assist in the imposition and/or recording of the Environmental Restrictions as defined in **Exhibit B** hereto, provided that such further documents, instruments or actions are consistent with the terms or intent of the Purchase and Sale Agreement, including but not limited to execution of Illinois form LPC 568 (the "**LUST Form**"), Form DRM-1, or any similar

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documents or forms required or authorized by the Government. Grantee shall, at Grantor's request, provide to Grantor evidence of compliance with all Environmental Laws, including, without limitation, the results of tank and line tightness tests, product inventory data, tank gauging data and tank leak detection data.

6. **Entire Understanding.**

All of the provisions of this Deed, including without limitation, the Use and Operating Restrictions, shall run with the land and each portion thereof, shall bind and restrict the Property and each portion thereof, and shall be binding upon and inure to the benefit of the parties, including without limitation, Grantor, the other Grantor Parties, Grantee, and the other Grantee Parties, as the case may be, and their respective heirs, devisees, representatives, successors and assigns, and any other person or entity expressly noted herein. This Deed, the Exhibits and Schedules annexed hereto and the Purchase and Sale Agreement (as may have been amended) between Grantor and Grantee dated February 8, 2007 (and attachments) ("**Purchase and Sale Agreement**") contain the entire understanding and agreement between the parties hereto relative to the subject matter hereof. No representations or statements, other than those expressly set forth herein, were relied upon by the parties in entering into this Deed. No modification, waiver of, addition to, or deletion from the terms of this Deed shall be effective unless reduced to writing and signed by Grantor and Grantee or their respective successors and assigns, each of whom expressly waives, releases and forever forswears any right under the law in the State in which the Property is located which permits a contract, by its terms amendable only in writing, to be orally amended. All capitalized terms not otherwise defined in this Deed shall have the meaning ascribed to them in the Purchase and Sale Agreement.


7. **Right of Repurchase.**

In the event Grantee fails to complete construction and open for business as set forth in the Purchase and Sale Agreement within twelve (12) months from the date of this Deed, Grantor, among other rights and remedies, has the right to repurchase the Property upon the terms and conditions set forth in the Purchase and Sale Agreement.

[Signature Page Follows]

STATE TAX

STATE OF ILLINOIS



OCT. 22. 08


REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000036333

REAL ESTATE TRANSFER TAX
01200.00
FP 103037

COUNTY TAX

COOK COUNTY
REAL ESTATE TRANSACTION TAX



OCT. 22. 08

REVENUE STAMP

0000048607

REAL ESTATE TRANSFER TAX
00600.00
FP 103042

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IN WITNESS WHEREOF, said Grantor has caused this Quit Claim Deed to be executed by an authorized representative of Grantor and attested to by its Assistant Secretary this 16th day of October, 2008.

**BP PRODUCTS NORTH AMERICA
INC.**, a Maryland corporation,
f/k/a Amoco Oil Company

By: S.R. Sawada
Name: S.R. Sawada
Title: Vice President

APPROVED	
	AS TO FORM
	AS TO FORM - SM

ATTEST:

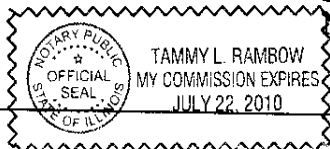
By: M. Azalia O'Brien
Name: M. Azalia O'Brien
Title: Assistant Secretary

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, Tammy L. Rambow, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that S.R. Sawada personally known to me to be the Vice President, of BP Products North America Inc., a Maryland corporation, f/k/a Amoco Oil Company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he/she signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 16th day of October, 2008.

Tammy L. Rambow
Notary Public



My Commission expires: _____

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When Recorded, Return To: 2401 Willow Real Estate LLC
100 Tri-State International, Suite 100
Lincolnshire, IL 60069
Attn: Menjinder Bhambra

Mail Subsequent Tax Bills To: 2401 Willow Real Estate LLC
100 Tri-State International, Suite 100
Lincolnshire, IL 60069
Attn: Menjinder Bhambra

Property of Cook County Clerk's Office

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EXHIBIT A
TO
QUIT CLAIM DEED

Legal Description

Site No. 15680
2401 Sanders Road
Northbrook, Illinois

APN: 04-19-201-020-0000 Vol. 132

THAT PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTHERLY OF THE SOUTHERLY LINE OF WILLOW ROAD, AS DEDICATED BY DOCUMENT 11248487 AND EASTERLY OF THE EASTERLY LINE OF SANDERS ROAD, AS WIDENED BY DOCUMENT NO. 20658894 AND ALSO LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID SANDERS ROAD, 196.48 FEET SOUTHERLY OF THE ANGLE POINT IN SAID EASTERLY LINE; THENCE EASTERLY, PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 184.30 FEET, MORE OR LESS TO A POINT IN A LINE DRAWN AT RIGHT ANGLES TO SAID NORTH LINE OF THE NORTHEAST 1/4 AND PASSING THROUGH A POINT IN SAID SOUTHERLY LINE OF WILLOW ROAD THAT IS 196.48 FEET EAST OF THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE AND THE DIAGONAL EASTERLY LINE OF SAID WIDENED SANDERS ROAD, THENCE NORTH ALONG SAID RIGHT ANGLE LINE, 193.75 FEET MORE OR LESS, TO THE SAID SOUTHERLY LINE OF WILLOW ROAD, IN COOK COUNTY, ILLINOIS.

EXCEPT THEREFROM ANY PART FALLING WITHIN THE FOLLOWING:

THAT PART OF LOT 1 IN ASSESSORS DIVISION OF THE NORTH HALF OF SECTION 19 AND THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF WILLOW ROAD AND EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SANDERS ROAD DESCRIBED AS FOLLOWS: BEGINNING AT THE ANGLE POINT ON THE EASTERLY RIGHT OF WAY LINE OF SANDERS ROAD; THENCE ON AN ASSUMED BEARING OF NORTH 42 DEGREES 10 MINUTES 37 SECONDS EAST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID SANDERS ROAD, A DISTANCE OF 19.47 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WILLOW ROAD; THENCE EASTERLY 196.48 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF WILLOW ROAD ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2242.01 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 85 DEGREES 35 MINUTES 26 SECONDS EAST, 196.42 FEET TO THE NORTHEAST CORNER OF THE GRANTOR; THENCE SOUTH 0 DEGREES 09 MINUTES 12 SECONDS EAST ALONG THE EAST LINE OF THE GRANTOR A DISTANCE OF 15.00 FEET; THENCE NORTH 74 DEGREES 26 MINUTES 42 SECONDS WEST 2.72 FEET;

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THENCE EASTERLY 114.45 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2416.12 FEET, THE CHORD OF SAID CURVE BEARS NORTH 82 DEGREES 51 MINUTES 00 SECONDS WEST 114.44 FEET; THENCE SOUTH 44 DEGREES 22 MINUTES 04 SECONDS WEST, 80.96 FEET; THENCE SOUTH 7 DEGREES 19 MINUTES 29 SECONDS EAST, A DISTANCE OF 137.33 FEET TO THE SOUTH LINE OF THE GRANTOR; THENCE SOUTH 89 DEGREES 50 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF THE GRANTOR A DISTANCE OF 28.48 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SANDERS ROAD; THENCE NORTH 7 DEGREES 22 MINUTES 10 SECONDS WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF SANDERS ROAD, A DISTANCE OF 196.48 FEET TO THE POINT OF BEGINNING.

Note: For informational purposes only, the land is known as:
2401 Sanders Road
Glenview, IL

Property of Cook County Clerk's Office

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EXHIBIT B TO QUIT CLAIM DEED

Use and Operating Restrictions, Notices, Acknowledgements and Covenants

The Grantee herein covenants and agrees, for and on behalf of itself and the other Grantee Parties that the following use and operating restrictions, notices, acknowledgments and covenants shall run with the land and each portion thereof, shall bind and restrict the Property and each portion thereof, and shall be binding upon and inure to the benefit of the parties, including without limitation, Grantor, the other Grantor Parties, Grantee and other Grantee Parties, as the case may be, and their respective heirs, devisees, representatives, successors and assigns, and any other person or entity expressly noted herein, and shall bind and restrict the Property for the time periods set forth herein:

I. Petroleum and Convenience Store Restrictions. No part of the Property shall be used by Grantee or any other Grantee Party, directly or indirectly, for an automobile service station, petroleum station, gasoline station, automobile repair shop, convenience store, quick service or take-out restaurant or car wash, or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, any fuel used for internal combustion engines, lubricants in any form, automobile parts or accessories, tires, batteries, or other petroleum or petroleum-related products or convenience store items, except for the personal use or consumption of such products by Grantee or its lessees of the Property, unless any such use is in connection with the operation of the Property as a Grantor branded service station. For purposes hereof, "**Grantor branded service station**" shall mean a motor fuel sales facility operating under the brand BP, Amoco, Arco or any other brand of Grantor or any of its affiliates or their respective successors and assigns. For purposes hereof, "**convenience store**" shall be defined as any retail store or outlet that sells any of the following items: cigarettes, chewing tobacco, snuff or other tobacco products; prepackaged soda, juice, water or other drinks; prepackaged beer, wine, spirits or other liquor; fountain drinks; coffee; donuts; muffins or other pastries; or candy.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and each portion thereof, and are deemed to benefit Grantor as a user of, operator of, or supplier of Grantor branded fuels to lands or retail operations in the County in which the Property is located. These restrictive covenants will remain in full force and effect for a term of twenty (20) years from the date of this conveyance whereupon these restrictive covenants will automatically lapse and terminate and be of no further force or effect.

II. Operating Covenant. In addition to the provisions of **Section I** above, Grantee shall, or shall cause its Approved Transferee (as defined below) to, operate the Property fully and continuously, at all times during the Operating Covenant Term (as hereinafter defined) as a Grantor branded service station in accordance with the Franchise Agreements, as such agreements may be supplemented, amended, renewed, replaced or restated from time to time ("**Use Covenant**"). In the event that the Grantee shall violate the terms of the Use Covenant, Grantor shall have all the remedies available to Grantor at law or in equity, including, without limitation, injunctive and specific performance. If any violation of the Use Covenant occurs after the Property is sold by the

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original Grantee named herein (or any affiliate thereof) to a third party, then in addition to Grantor's remedies at law or in equity, upon demand by Grantor, Grantee Parties shall promptly pay to Grantor the Sales Damages (as defined below). Grantor and Grantee expressly acknowledge that it is impossible to precisely estimate the damages to be suffered by Grantor upon a violation of the terms of the Use Covenant after the Property is sold, that the Sales Damages would not adequately address or remedy all harm suffered by Grantor, and that the Sales Damages are not intended as a penalty, but as a reasonable estimate of some (but not all) of the damages that would be suffered by Grantor. The Use Covenant will remain in full force and effect for a term of twenty (20) years from the date of this conveyance ("**Operating Covenant Terms**") whereupon the Use Covenant will automatically lapse and terminate and be of no further force or effect.

For purposes of this **Section II**, the term "**Approved Transferee**" means, the owner that uses and operates the Property as a Grantor branded service station pursuant to the terms of the Franchise Agreements, as such agreements may be supplemented, amended, renewed, replaced or restated from time to time.

For purposes of this Section II, the term "**Sales Damages**" means an amount equal to the gross sales price received by Grantee (or any affiliate thereof) in connection with the sale of the Property and any personal property sold in connection therewith (including, the value of all cash and non-cash consideration, without deduction for any credits, prorations, costs or other items), *minus* the Purchase Price the sum of which shall be increased by 5% compounded annually as of the anniversary of the date of the recording of this instrument. Grantee and the other Grantee Parties shall be jointly and severally liable for the payment of the Sales Damages to Grantor.

III. Environmental Matters.

A. Environmental Restrictions. To reduce risks to human health and/or the environment and to permit application of environmental corrective action standards or other protective activities that are consistent with applicable law, this conveyance is made by Grantor and accepted by Grantee on the express condition and subject to the following restrictions, notices, acknowledgments and covenants:

1. Groundwater Exposure Restriction. 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 Property (collectively, the "**Groundwater Exposure Restriction**"); provided, however, that the Groundwater 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 performance of any remediation or environmental corrective action work on the Property now or in the future.

2. Residential Use Restriction. The Property shall not be used or occupied (if used or occupied at all) for residential purposes, and additionally, no part of the Property shall be used for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church or other place of worship, a park or a hospital (collectively, the "**Residential Use Restriction**"). If applicable state environmental laws and

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regulations define residential use, any use that is deemed to be a residential use by such laws and regulations will also be a residential use as the terms are used herein.

3. Construction and Excavation Restrictions.

3.1 Engineered Barriers and Below-grade Restrictions. Grantee shall place any engineered barrier on the Property as may be required by the Government. Any building or other improvements constructed on the Property shall have a slab-on-grade foundation, with the top of the slab at or above surface level, except for any building footings and/or underground utilities (the "**Below-grade Restriction**").

3.2 Construction Workers' Caution Statement. Prior to conducting any intrusive activities with respect to the Property, Grantee and the other Grantee Parties shall cause all construction workers performing or assisting with such activities to be notified of possible petroleum hydrocarbon encounters and appropriately trained and certified in accordance with all environmental, health and safety laws, rules, regulations and ordinances, including, without limitation, any and all Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HAZWOPER) requirements (including, without limitation, those set forth in 29 CFR 1910.120) (collectively, the "**Construction Workers' Caution Restriction**"). Such training shall at a minimum include both an initial 40-hour and future 8 hour refresher training and certifications in compliance with OSHA HAZWOPER requirements and any similar applicable requirements (whether existing as of the date of this conveyance or enacted or promulgated in the future).

3.3 Removal and Disposal of Soil and Groundwater. No soils shall be excavated at or removed from any portion of the Property, unless and until representative soil samples from such portion of the Property are first tested to determine whether any actionable levels of petroleum-related or other regulated chemicals are present, and if such levels are present, then (a) the excavation, management, disposal and/or removal of any such soils at or from such portion of the Property shall be governed by a written soil management plan ("**Soil Management Plan**") to be developed by Grantee or any other Grantee Party, as applicable, which shall comply with all applicable laws and regulatory requirements; (b) Grantee, or any other Grantee Party, as applicable, obtains any required government approval of the Soil Management Plan. Grantee and the other Grantee Parties shall be solely responsible for the proper and lawful performance and payment of (c) any and all soil excavation, hauling, transportation and disposal pursuant to the Soil Management Plan or otherwise and (d) any extraction, dewatering and disposal of any groundwater to be extracted or removed from the Property arising out of or resulting from any development or other construction activities at the Property, including any required testing and treatment of such water (collectively, the "**Soil and Groundwater Removal Restriction**"). Except as may be otherwise expressly provided in the Purchase and Sale Agreement, Grantor shall not be obligated to pay any costs related to such soil excavation or groundwater extraction or any soil or groundwater removal or disposal, and/or any development of the Property.

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3.4 Notice. Any notices required to be given to Grantor shall be given using the following address:

BP Products North America Inc.
 Environmental Business Manager for Illinois
 28100 Torch Parkway
 Warrenville, Illinois 60555
 Site SS #: 15680
 Property Address: 2401 Sanders Road
 Northbrook, IL 60062

B. Duration. The Groundwater Exposure Restriction, the Residential Use Restriction, the Below-grade Restriction, the Construction Workers' Caution Restriction, and the Soil and Groundwater Removal Restriction, including their related restrictions, notices, acknowledgments and affirmative covenants (collectively, the "**Environmental Restrictions**"), shall run with land and each portion thereof and shall be binding upon and inure to the benefit of Grantor, the other Grantor Parties, Grantee and the other Grantee Parties, and shall remain in full force and effect and bind and restrict the Property, unless and until the Environmental Restrictions (or any portion thereof) are either: (1) waived in writing by Grantor under conditions which, in Grantor's sole discretion, demonstrate that specific risks to human health and the environment are, have been, and/or will be appropriately reduced; or (2) released in writing by Grantor. Grantor may, at Grantee's request, release a portion or portions of the Environmental Restrictions from the Property upon Grantor's receipt from Grantee of an acknowledgment from the Government, obtained by Grantee at its sole cost and expense, that test results demonstrate that the Property meets the then-current soil and groundwater standards for the Property without that portion or portions of the Environmental Restrictions and that the Government approves the releasing of that portion or portions of the Environmental Restrictions.

III. Certain Environmental Acknowledgments, Covenants and Notices.

A. Prior Use. Grantee acknowledges that the Property has been used as a service station or for related purposes for the storage, sale, transfer and distribution of motor vehicle fuels, petroleum products or derivatives containing hydrocarbons.

B. USTs. Grantee acknowledges that underground storage tanks and associated product piping systems ("**USTs**") included in, on or under the Property may contain explosive gases and may have been used for the storage of motor fuels containing tetraethyl lead or other "antiknock" compounds which have made such USTs unfit for the storage of water or any other article or commodity intended for human or animal contact or consumption. Grantee expressly agrees not to use or permit the use of any such USTs for such purposes.

C. Notice of Environmental Restrictions upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a recital acknowledging the Environmental Restrictions and providing the recording location of this Deed upon such conveyance substantially in the following form: "The real property described herein is subject to the Environmental Restrictions made by BP Products North America Inc., as Grantor, for

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its benefit and for the benefit of other parties and persons as set forth therein, and recorded with the Office of the Recorder of _____ County on the ____ day of _____, 200____, in _____ County Deed Records at Volume _____, Page _____, and having Document No. _____, as if the same were fully set forth herein." Notwithstanding the foregoing, any failure to include such notice shall not, in and of itself, create any right or claim that any of the Environmental Restrictions or this Deed are void, voidable or otherwise unenforceable in accordance with their terms.

IV. Defined Terms; Successors; Other. All capitalized terms used in this **Exhibit B** shall have the meanings ascribed to such terms as set forth in the Deed to which this **Exhibit B** is attached. By taking title to the Property (or otherwise succeeding, directly or indirectly, to any of Grantee's right, title or interest in or to the Property), each Grantee Party shall be conclusively deemed to have agreed to and accepted each and all of the terms, provisions and conditions of this **Exhibit B**, and to have agreed to be bound thereby. It is the intention of Grantor and Grantee that the terms, provisions, covenants and restrictions set forth in this **Exhibit B** shall be deemed to have vested upon the execution and delivery of this Deed by Grantor. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of the rule against perpetuities, then any such covenants and restrictions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of President George W. Bush. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of any other statutory or common law rule(s) or regulation(s) imposing time limits, then any such covenants and restrictions shall continue only for the longest period permitted under such statutory or common law rule(s) or regulation(s). If any term, provision, condition, covenant or restriction in this **Exhibit B** shall, to any extent, be invalid or unenforceable, the remainder of this **Exhibit B** (or the application of such term, provision, condition, covenant or restriction to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, condition, covenant and restriction set forth in this **Exhibit B** shall be valid and enforceable to the fullest extent permitted by law. Grantee acknowledges, for itself and the other Grantee Parties, that the breach of any of the covenants or restrictions contained in this **Exhibit B** on the part of Grantee or any other Grantee Party will result in irreparable harm and continuing damages to Grantor and Grantor's business, and that Grantor's remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Grantor at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant or restriction by Grantee or any other Grantee Party. In the event that Grantee or any Grantee Party shall breach any of the covenants or restrictions set forth in this **Exhibit B**, then Grantee or such other Grantee Party (as applicable) shall pay all of Grantor's costs and expenses (including reasonable attorneys' fees) incurred in enforcing such covenants and restrictions.

[End of Exhibit B to Deed]

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PLAT ACT AFFIDAVIT

STATE OF ILLINOIS

} SS

COUNTY OF DUPAGE

BP PRODUCTS NORTH AMERICA INC., being duly sworn on oath, states that it is the owner of the property at 2401 Sanders Road, Northbrook (Cook County), Illinois. That the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;
OR
the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.
2. The division or subdivision of the land into parcels or tracts of five acres or more of size which does not involve any new streets or easements of access.
3. The division of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easement of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that _____ makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

APPROVED	
DK	AS TO FORM
	AS TO FORM - SM

S. R. Sawada

Print Name: S. R. Sawada
Title: Vice President

SUBSCRIBED AND SWORN to before me

this 16th day of October, 2008.

Tammy L. Rambow
Notary Public

