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MPC #2452
1195 Rohlwing Rd. & Devon
Elk Grove Village, IL



Doc#: 0902322111 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/23/2009 01:26 PM Pg: 1 of 8

Prepared by: P.C. Claypool, Esq.
539 South Main Street
Findlay, Ohio 45840

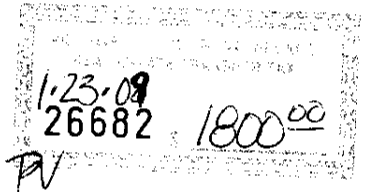
After Recording
Return to: MPCO Real Estate LLC
100 Tri State International Dr., Suite 128
Lincolnshire, IL 60069

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Marathon Petroleum Company LLC**, a Delaware limited liability company whose tax mailing address is c/o Property Tax Department, 539 South Main Street, Findlay, Ohio 45840, GRANTOR, for the consideration of Ten and No/100 Dollars (\$10.00), received to its full satisfaction of **MPCO Real Estate LLC**, an Illinois limited liability company, whose tax mailing address is 100 Tri State International Drive, Suite 128, Lincolnshire, Illinois 60069, GRANTEE, does give, grant, bargain, sell and convey unto said GRANTEE the following described real estate being situated in the City of Elk Grove Village, County of Cook, and State of Illinois:

SEE ATTACHED EXHIBIT "A"

Property Identification Number: 08-31-400-016-0000
Prior Deed Reference: Document #08054710
Property Address: 1195 Rohlwing Rd. & Devon, Elk Grove Village, IL



Exceptions to warranties; title is subject to:

1. (a) taxes and assessments (both general and special) not now due and payable; (b) zoning ordinances, subdivision and planning laws and regulations and building code restrictions and all laws, rules and regulations relating to land and structure and their use, including but not limited to governmental regulations relating to buildings, building constructions, building line and use and occupancy restrictions, and violations of any of the foregoing; (c) easements, conditions, reservations, agreements and restrictions of record, if any; (d) such a state of facts as an accurate survey might show; and (e) all legal roads and highways.
2. (A) Grantee agrees that for a period of twenty (20) years from and after the date of this conveyance, the property shall not be used for the sale, marketing, storage or advertising of motor fuels, except the trademarked products of MARATHON PETROLEUM COMPANY LLC, its successors and assigns, purchased either directly from MARATHON PETROLEUM COMPANY LLC, its successors and assigns or from a MARATHON® branded Jobber and that this restriction shall be a covenant running with the land and shall be contained in and made a part of every deed, mortgage, lease or other instrument affecting the title to said property.
- (B) Grantor shall have the option to repurchase the property free of all right of dower, in the event Grantee desires to sell, lease or convert the property (or any portion thereof) to a use other than a MARATHON® retail motor fuel outlet. In the event Grantee contracts to sell, lease or to convert the property (or any portion thereof) to a use other than a MARATHON® retail motor fuel outlet, Grantor shall have the option within sixty (60) days of receiving such notice to repurchase the property, by tendering payment to Grantee in the amount of the purchase price of the property as set forth in that certain Offer to Purchase between Grantor and Grantee dated May 1, 2008 (the "Offer to Purchase"), together with interest of (3%) percent per annum accrued thereon from date of conveyance to Grantee and together with reimbursement for the cost of any capital improvements made to the property by Grantee, depreciated at a rate of (10%) percent per annum, and in such event, Grantee shall reconvey the property to Grantor free and clear of all

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covenants, restrictions, easements, liens and encumbrances except those which existed as of the date of conveyance of the property to Grantee. Grantee and any subsequent owner is hereby required to provide written notice to Grantor of its intent to sell, lease or to convert the property (or any portion thereof). If Grantee or any subsequent owner fails to provide such notice to Grantor, that failure shall be a material default of this restrictive covenant and shall trigger the option rights of Grantor described herein.

- (C) Alternatively, and in addition to the repurchase option of section (B) above, Grantor and Grantee further covenant and agree that Grantee shall have the right of first refusal to repurchase the property, improvements and equipment free of all right of dower, in either of the following events: (i) Grantee desires to sell for any reason whatsoever, and if at such time Buyer has received an acceptable bona fide written offer from a third party to purchase the property for a use other than a MARATHON® retail motor fuel outlet, or (ii) Grantee desires to lease all or any lesser portion of the property for any reason whatsoever, and if at such time Grantee has received an acceptable bona fide written offer from a third party to lease all or such lesser portion of the property for a use other than a MARATHON® retail motor fuel outlet. Prior to accepting either said offer of third party, Grantee shall provide Grantor with a copy of same. Grantor shall have the option exercisable within sixty (60) days from and after receipt thereof, in the event of said offer of third party to purchase, to repurchase the property upon the same price and terms contained in said offer, or, to elect to repurchase the property pursuant to the terms and conditions of section (B) above. This right of first refusal shall apply to any purchase offer and lease offer from a third party which Grantee wishes to accept, including those purchase offers at a lesser price than the repurchase option price referred to in section (B) above, and no sale or lease shall be binding unless this provision is complied with, regardless of whether Grantor has previously declined to exercise its repurchase option under section (B) above or its right of first refusal under this section (C). Grantee and any subsequent owner is hereby required to provide written notice of its intent to sell or lease or to convert the property. If Grantee or any subsequent owner should fail to provide such notice to Grantor, that failure shall be a material default of this restrictive covenant and shall trigger the option rights of Grantor described herein.
- (D) Alternatively and in addition to the repurchase rights of sections (B) and (C) above, in the event Grantee desires to sell the property for a use other than a MARATHON® retail motor fuel outlet, and Grantor has in such event declined to exercise its repurchase rights under the covenants contained in sections (B) and (C) above, Grantee shall upon the closing of such sale, pay to Grantor an amount equal to a percentage, determined according to the schedule in subsection (F)(1) below, of the amount by which the price (which shall include the payment of any amounts related to the property including, but not limited to business value, goodwill, and other intangible assets) of such sale exceeds the sum of the purchase price stated in section 1 of the Offer to Purchase plus the improvements made to the property since the date of original conveyance, which sum shall be adjusted, as of the date of the closing such sale, as provided in subsection (F)(2) below.
- (E) Alternatively and in addition to the repurchase rights of sections (B) and (C) above, in the event that Grantee desires to lease the property for a use other than a MARATHON® retail motor fuel outlet, and Grantor has in such event declined to exercise its repurchase rights under the covenants contained in sections (B) and (C) above, Grantee shall, commencing upon the closing of such lease and monthly thereafter until expiration or termination of such lease, pay to Grantor a percentage, determined according to the schedule in subsection (F)(1) below, of the amount by which monthly rental under such lease exceeds one percent (1%) of the sum of the purchase price stated in section 1 of the Offer to Purchase dated plus the improvements made to the property since the date of original conveyance, which sum shall be adjusted, as of the date of the closing such lease, as provided in subsection (F)(2) below.

(F) (1)

<u>Date of Sale or Lease</u>	<u>Percentage</u>
Up to 6 years after original conveyance	50%
6 through 10 years after original conveyance	40%

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11 through 15 years after original conveyance	30%
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- (F) (2) Real property shall be appreciated at a rate of three percent (3%) per annum from date of original conveyance and improvements shall be depreciated at a rate of ten percent (10%) per annum from date of improvement.
- (G) The restrictive covenants set out in sections (A), (B), (C), (D) and (E) above are part of the consideration for this conveyance running from Grantor to Grantee, and the purchase price was reduced because of same. Nothing herein shall be construed to require or obligate Grantor to repurchase the property at any time.
- (H) The restrictive covenants of sections (B), (C), (D) and (E) above shall be deemed covenants running with the land and shall be made a part of every deed, lease, mortgage or other instrument affecting the title to the property. The restrictive covenants in sections (B) and (C) above shall be binding upon the Grantee, his grantees, heirs, personal representative, successors and assigns for a period of twenty (20) years from date of conveyance. The restrictive covenant in sections (D) and (E) above shall be binding upon the Grantee, his grantees, heirs, personal representative, successors and assigns for a period of (15) years from date of conveyance. However, subsequent to Grantor receiving notice as set forth above and Grantor declining to exercise its repurchase option rights under both covenants contained in sections (B) and (C) above, and Grantee's payment to Grantor in compliance with section (D) or (E) above, remote grantees shall take the property free of said covenants of sections (B), (C), (D) and (E), but the restrictive covenant set out in section (A) above shall not be affected.
- (I) 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.

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

1. Marathon Petroleum Company LLC and its successors and assigns ("Grantor") reserves the right to have access to the property, at no cost to Grantor, at reasonable times, to conduct any Corrective Action only as and when required by the governmental agency with jurisdiction (the "Agency") in connection with a release of petroleum hydrocarbons on the property. As used herein, the term, "Corrective Action", shall refer to one or more of the following activities: investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to risk-based corrective action ("RBCA"), if applicable, and/or other activities concurred in or required by the Agency. In performing any Corrective Action at the property, Grantor will have the right to rely on and use any current, future or revised or amended state cleanup standards, guidelines or criteria or revised federal cleanup standards, if applicable, including without limitation any site-specific risk-based soil and groundwater cleanup objectives or other similar RBCA policies administered by the Agency. In performing any Corrective Action at the premises, Grantor may also rely on and implement institutional controls as provided for in applicable laws, regulations and policies to ensure the protection of public health, safety or welfare and the environment. Grantee acknowledges that such institutional controls may require deed recordation running with the land at the property. Such deed recordation would contain certain restrictions based on site-specific exposure such as prohibiting the use of groundwater or requiring the property, or a portion of the property, to be paved or that existing pavement remain in place and be properly maintained. Grantee agrees to permit reasonable institutional controls

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regarding the property in connection with Grantor's performance of any Corrective Action thereon. Grantee agrees to provide Grantor, at no cost to Grantor, with Grantee's written consent and signature as needed in connection with the preparation, execution and recording of any necessary documents relating to any institutional controls which are to be recorded with the deed in accordance with Grantor's performance of Corrective Action. Such institutional controls, if necessary, would not prohibit the use of the property for industrial/commercial purposes. Grantor reserves its legal appeal rights with respect to any orders, directives or requests of the Agency concerning but not limited to Corrective Action at the property.

2. The Grantee shall not have any claim against Grantor, its parents, affiliates, predecessors, successors, assigns, subsidiaries or their respective past, present and future officers, employees, agents and/or representatives (the "Released Parties"), based upon, related to or arising out of the presence of any contamination on, under or at the property. The Released Parties are hereby forever released from any and all such claims.
3. To reduce risks to human health and/or the environment, and to permit application of corrective action standards which are consistent with the non-residential use (or other lower-risk use) of the property, this conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restrictions and covenants that: (i) the use of the property shall be restricted solely to industrial/commercial use; (ii) the property shall not be used or occupied (if used or occupied at all) for residential purposes or for purposes of a child care or elder care facility, a nursing home facility or hospice, a hotel or motel, a medical or dental facility, a school, a church, a park, or a hospital; (iii) any building constructed on the property shall have a slab-on-grade foundation with the top of the slab at or above surface level; (iv) in the event that any activities occur at the property that involve any digging, trenching or excavation of soils by Grantee, Grantee shall take proper precautions to ensure the protection of health, safety and the environment, including but not limited to, testing the soils, providing adequate notification and protection to workers, and proper handling and/or disposal of any contaminated soils in accordance with all applicable laws, rules and regulations, and (v) no water supply wells of any kind (including without limitation water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the property (collectively, "Exposure Restriction"); provided, however, that the Exposure Restriction does not prohibit the installation or use of any compliance wells, or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of assessments, remediation or any other corrective action on the property now or in the future.
4. Grantee hereby agrees to indemnify, defend and hold harmless the Grantor from and against any and all losses, damages, claims, suits or actions, judgments and costs (including without limitation reasonable attorney fees) that arise out of or relate to any violation of the reservations, restriction and/or conditions contained in this deed, including, but not limited to, any use of the property which is in violation of or inconsistent with the Exposure Restriction.

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

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EXHIBIT "A"

MPC Unit #2452
1195 Rohlwing Rd. & Devon
Elk Grove Village, IL

That part of the South 225 feet of the West 225 feet of the Southwest Quarter of Section 31, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

EXCEPTING THEREFROM that portion of the premises conveyed to The County of Cook by Warranty Deed dated 7-11-75, more particularly described as follows:

That part of the South 225 feet of the West 225 feet of the Southwest Quarter of Section 31, Township 41 North, Range 11 East of the Third Principal Meridian, bounded and described as follows: Beginning at the intersection of the North right-of-way line of Devon Avenue as shown on Document Number 10779387, Recorded October 29, 1930, with the East right-of-way line of Rohlwing Road, Recorded April 5, 1932 as Document Number 11069335; thence North on said East right-of-way line of Rohlwing Road, 20 feet; thence Southeasterly to a point on the North right-of-way line of Devon Avenue aforesaid, 20 feet East of the point of beginning; thence West on said North right-of-way line to the point of beginning.

NOW KNOWN AS:

LOT 1 IN MARATHON SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 225 FEET OF THE WEST 225 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 31, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 12, 1978 AS DOCUMENT 24399729, IN COOK COUNTY, ILLINOIS.

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PLAT ACT AFFIDAVIT

STATE OF OHIO)
)SS.
 COUNTY OF HANCOCK)

M. E. Peters, being duly sworn on oath states that she is the Senior Vice President of Marathon Petroleum Company LLC and that the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons: *(Circle the number below which is applicable to attached deed or lease.)*

1. Said Act is not applicable as the grantors own no property adjoining the premises described in said deed. (Existing Parcel)
 OR
 the conveyance falls in one of the following exemptions permitted by the Amended Act which became effective July 17, 1959.
2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The division of lots or blocks of less than 1 acres 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 easements of access.
6. The conveyance of land owned by 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 a 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, July 17, 1959, into no more than 2 parts and not involving any new streets or easements of access.

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- 10. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

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

MARATHON PETROLEUM COMPANY LLC

By: *M.E. Peters*
 Printed: M. E. Peters, Sr. Vice President

*WITNESSED
 12/31/08
 PFC/Helms*

Subscribed and sworn to before me this 31st day of December, 2008.

L.K. Ramsey-Helms
 Notary Public

My Commission Expires:

LINDA K. RAMSEY-HELMS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JANUARY 26, 2010