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QUITCLAIM DEED Illinois Statutory

PREPARED BY:

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

NAME & ADDRESS OF TAXPAYER (MAIL TO):

Sasafrasnet Beep-Beep, LLC
13555 Bishops Court,
Brookfield, Wisconsin 53005
Attention: Ulice Payne, Jr.



Doc#: 0909640125 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/06/2009 02:26 PM Pg: 1 of 10

RECORDER'S STAMP

THE GRANTOR, **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation ("Grantor"), with its principal office address at c/o BP America Inc., 4101 Winfield Road, Warrenville, Illinois 60555, for the consideration of One U.S. Dollar and No/100ths (U.S. \$1.00) and other good and valuable consideration in hand paid, by these presents does hereby REMISE, RELEASE, CONVEY AND QUIT CLAIM (without any covenant, representation or warranty of any kind), TO **SASAFRASNET BEEP-BEEP, LLC**, an Illinois limited liability company ("Grantee"), with an office address at 13555 Bishops Court, Brookfield, Wisconsin 53005, as of March 31, 2009 (the "Transfer Date"), the following described real estate (the "Property"), situated in the City of Chicago, 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 Real Estate: 3201 W. Montrose, Chicago, Illinois 60618

Tax Identification Number: 13-14-407-018-0000

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 in law or 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. 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, acknowledgments, and covenants described on **Exhibit B** attached hereto (collectively, the "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

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by Grantor.

2. Grantee's Indemnification of Grantor.

Grantee, for and on behalf of itself and its successors and assigns (including, without limitation, all successors in title to the Property or any portion thereof (collectively, the "Grantee Parties"), by acceptance of this Quit Claim Deed ("Deed"), hereby agrees, except as may otherwise be provided in the Agreement (as hereinafter defined), to assume responsibility for, and shall protect, indemnify, defend (with counsel reasonably acceptable to the Grantor Parties (as hereinafter defined), 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 any claim for liabilities, any and all actions or causes of action at law or in equity, claims, demands, obligations, losses, damages, liabilities, suits, judgments, fines, penalties, payments, costs and expenses (including reasonable attorneys' fees) of whatever kind or nature, sustained, suffered or incurred by any of the Grantor Parties directly or indirectly arising out of, resulting from, relating to or connected with (a) any breach of Grantee Parties' duties, liabilities, obligations or covenants under Section 8 of the Agreement on the part of Grantee or any other Grantee Parties, including without limitation, any use of the Property which is in violation of or inconsistent with the Use and Operating Restrictions; (b) any and all "Assumed Environmental Liabilities" (as defined in the Agreement), and any Grantee Parties' failure to discharge, or delay in discharging, any and/or all of the Assumed Environmental Liabilities; (c) the use or operation of any of the Property on or 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 Parties under the "Environmental Laws" (as those terms are defined in the Agreement)); (d) any act or omission on the part of any Grantee Party during such Grantee Party's presence or activity on or about the Property prior to the Transfer Date, including during any Due Diligence; (e) any legal or equitable claim or cause of action against Grantor arising from or relating to the environmental condition of the Property (except for any "Retained Environmental Liabilities" (as defined in the Agreement)); (f) changes in, modifications to or amendments of Environmental Laws that were in effect prior to the Transfer Date or Environmental Laws 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; (g) any "Development" (as defined in the Agreement), including without limitation, all increased, unanticipated or delay costs directly or indirectly arising out of or relating to any Development or the presence of any "Hydrocarbon Contamination" (as defined in the Agreement") or any other Hazardous Materials, including, without limitation, any costs or expenses for the disposal or remediation of contaminated soils or groundwater and the relocation, replacement, repair or removal of any of Grantor Parties' Corrective Action Equipment.

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 Agreement or any other documents or instruments executed and delivered by Grantor and Grantee pursuant to the 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

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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 REPRESENTATIONS or WARRANTIES (ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, MATERIAL OR IMMATERIAL), CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE, CONDITION, DESIGN, OPERATION, CAPACITY, MONETARY VALUE, NATURE, AND CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF FOR ANY AND ALL PURPOSES, ACTIVITIES AND USES. GRANTEE AGREES THAT THE PROPERTY IS HEREBY CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN ITS "AS-IS, WHERE-IS, AND WITH ALL FAULTS" CONDITION EXISTING ON 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 Sections 8 and 26 of the Agreement. Such access shall not be interrupted by any transfer, assignment, conveyance, mortgage, lease, hypothecation or pledge by Grantee 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.

Grantor and Grantee shall execute, acknowledge and deliver to the other party at the reasonable request of the other party or the Title Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein at any time and from time to time whether before or after the Transfer Date in order to effectuate the provisions of this Qui Claim Deed or the transaction contemplated herein or to confirm or perfect any right or restriction to be created or transferred hereunder or pursuant to this transaction, provided that the party being requested to deliver such instruments or take such other actions shall not be required to incur any material expense in connection therewith.

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, and/or other environmental restrictions and/or covenants, deed notices, No Further Action Determinations (as defined in the Agreement), including without limitation execution of Illinois form LPC 568, Form DRM-1, or any similar documents or forms required or authorized by the Government, or any similar site closure documents or forms contemplated by the Agreement, including but not limited to any state-specific or other forms that are required or authorized by the Government or the Environmental Laws, provided that such further documents, instruments, or actions are consistent with the terms or intent of the Agreement.

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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 (if any) so expressly noted herein, but no other. This Deed, the exhibits annexed hereto and that certain Purchase and Sale Agreement dated as February 5, 2009 (and any attachments and exhibits thereto) between Grantor, SASAFRASNET, LLC, a Wisconsin limited liability company, and Grantee (as amended, the "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.

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City of Chicago Real Estate
 Dept. of Revenue Transfer Stamp
 575966 \$8,132.25
 04/03/2009 15:16 Patch 07444 184

STATE OF ILLINOIS
 STATE TAX APR. -6.09
 REAL ESTATE TRANSFER TAX
 DEPARTMENT OF REVENUE

0000041353

REAL ESTATE TRANSFER TAX
00774.50
FP 103037

COOK COUNTY
 REAL ESTATE TRANSACTION TAX
 COUNTY TAX APR. -6.09
 REVENUE STAMP

0000053639

REAL ESTATE TRANSFER TAX
00387.25
FP 103042

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**EXHIBIT A
TO
QUIT CLAIM DEED**

Legal Description

**3201 W. Montrose Ave.
Chicago, IL**

LOTS 1, 2, 3, 4 AND 5 IN BLOCK 1 AND THAT PART OF VACATED STREET NORTH OF AND ADJOINING SAID LOT 1 IN BLOCK 1 ALL IN ROSWELL BARBER'S ADDITION TO IRVING PARK, BEING A SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Permanent Index Number: 13-14-407-018-0000

Property of Cook County Clerk's Office

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EXHIBIT B TO QUIT CLAIM DEED

Use and Operating Restrictions, Notices, Acknowledgments, and Covenants

Grantee 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 the other Grantee Parties, as the case may be, and their respective heirs, devisees, representatives, successors and assigns, and any other person or entity (if any) so expressly noted herein, but no other, and shall bind and restrict the Property for the time periods set forth herein:

I. **Petroleum and Convenience Store Restriction:** Unless any such use is in connection with the operation of the Property as a "Grantor branded service station" (as hereinafter defined), no part of the Property shall be used by Grantee or any other Grantee Party, directly or indirectly, for (i) an automobile service station, petroleum station, gasoline station, automobile repair shop 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, 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, or (ii) convenience store purposes. 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-five (25) 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. **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

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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 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 Restriction.** 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, and (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 (a) any and all soil excavation, hauling, transportation and disposal pursuant to the Soil Management Plan or otherwise, and (b) 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 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.
 c/o Atlantic Richfield Company, VP Operations
 28100 Torch Parkway
 Warrenville, IL 60555
 Telephone No: (630) 836-7138
 Facsimile No: (630) 836-6336
 Site SS #: 5082
 Property Address: 3201 W. Montrose, Chicago, IL 60618

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 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

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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.

Unless otherwise expressly noted herein, all initially 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 other 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]