



Doc#: 1010244102 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 04/12/2010 02:31 PM Pg: 1 of 9

This Instrument Was Prepared By  
And after recording, return to:

Michael Sanchez  
Shannon, Martin, Finkelstein & Alvarado, P.C.  
1001 McKinney Street  
Suite 1100  
Houston, Texas 77002

Tax Parcel ID No.: 16-21-207-044

## ACCESS AGREEMENT

This **Access Agreement** ("**Agreement**"), dated as of the 7<sup>th</sup> day of March, 2010, is by and between Equilon Enterprises LLC d/b/a Shell Oil Products US, a Delaware limited liability company ("**Seller**"), with offices located at Pennzoil North Tower, 700 Milam Street, Office 2069A, Houston, Texas 77002 and True North Energy, LLC, a Delaware limited liability company, with offices located at 5565 Airport Highway, Toledo, Ohio 43615 ("**Buyer**").

## RECITALS

**WHEREAS**, Seller and Buyer are parties to that certain Asset Purchase and Sale Agreement dated as of the 7<sup>th</sup> day of March, 2010 (the "**Purchase Agreement**"), pursuant to which Seller has agreed to transfer to Buyer and Buyer has agreed to accept from Seller, all of Seller's right, title and interest in and to the Assets, including without limitation the Purchased Premises described on **Exhibit A** hereto (the "**Premises**"); and

**WHEREAS**, in accordance with the Purchase Agreement, Seller may require access to the Premises in connection with certain post-closing activities contemplated or required by the terms of the Purchase Agreement;

**NOW, THEREFORE**, in exchange for the mutual promises and considerations stated herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

## ARTICLE 1. DEFINITIONS AND PROCEDURES

1.1 **Definitions and Procedures.** Unless defined in this Agreement or the context shall otherwise require, terms used and not defined herein shall have the meanings set forth in **Schedule A** to the Purchase Agreement, and unless otherwise provided in this Agreement, all rules as to usage and procedural conventions set forth in **Schedule B** to the Purchase Agreement shall govern this Agreement.

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## ARTICLE 2. GRANT OF LICENSE

2.1 Grant of License. (a) Buyer, as owner or tenant of the Premises, hereby grants a nonexclusive irrevocable license from the date of this Agreement to Seller, its employees, authorized agents and contractors, to enter the Premises to perform any and all post Closing activities contemplated by Section 4.6 (*UST System Matters*), Section 9.6 (*Future Conveyances/ Leases*), Section 9.8 (*Post Closing Arrangements Relating to Purchased Premises*), Article 12 (*Environmental Indemnification*) and Article 13 (*Cooperation and Performance of Environmental Remediation and Indemnification*) of the Purchase Agreement, which activities include, but are not limited to, tank removal or closure activities, remediation activities, and engineering or environmental studies, tests, survey, appraisals or inspections.

(b) This Agreement is intended and shall be construed only as a temporary license and is not intended to be a grant of an easement or any other interest in the Premises.

## ARTICLE 3. COVENANTS

3.1 Assignment, Succession and Assigns. In the event Buyer's interest in the Premises is conveyed, transferred or in any way assigned in whole or in part to any other person or entity, whether by contract, operation of law or otherwise, Buyer shall (a) provide prior written notice to Seller of such conveyance or transfer; and (b) comply with the provisions of Section 9.6 of the Purchase Agreement (*Future Conveyances/Leases*).

## ARTICLE 4. TERMINATION

4.1 Termination. This Agreement shall automatically terminate, without any further action of either Seller or Buyer, upon the later to occur of (a) termination of Seller's rights and obligations under Section 4.6 of the Purchase Agreement (*UST System Matters*) or (b) termination of Seller's obligation, if any, to indemnify Buyer or perform Remediation pursuant to Article 12 (*Environmental Indemnification*) and/or Article 13 (*Cooperation and Performance of Environmental Remediation and Indemnification*) of the Purchase Agreement.

## ARTICLE 5. INDEMNIFICATION; LIMITATIONS

5.1 Indemnification. This Agreement is delivered pursuant to the Purchase Agreement and is subject to the provisions, including, without limitation, provisions relating to indemnification by Seller and by Buyer, and the limitations in respect of such indemnification set forth therein.

## ARTICLE 6. MISCELLANEOUS

6.1 Dispute Resolution. All disputes between Seller and Buyer arising out of, relating to, or in connection with this Agreement, including, without limitation, any Claim or question relating to this Agreement's negotiation, performance, non-performance, interpretation or termination or the relationship between Seller and Buyer contemplated or established by this

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Agreement, shall be referred to and finally resolved pursuant to the dispute resolution provisions of **Schedule B** of the purchase agreement. This Section 6.1 shall survive indefinitely.

6.2 Notice. Any notice, consent, request, report, demand, or other document required to be given to one Party by the other shall be in writing and be delivered to or mailed to the receiving Party at its address and in the manner set forth in the Purchase Agreement.

6.3 Environmental Investigation and Remediation. **Buyer agrees that Seller is under no obligation to Buyer to remedy or respond to any Environmental Condition at the Premises for which Seller is not responsible under the Purchase Agreement. Seller and Buyer agree that no provision of this Agreement shall expand Seller's obligations to respond to Environmental Conditions not specifically identified in the Purchase Agreement and shall not be construed to be an admission of liability, wrongdoing or violation of any Law by Seller or Buyer or their predecessors, successors or permitted assigns.**

6.4 Governing Law. This Agreement shall be construed in accordance with the internal laws of the State of Delaware, excluding any conflict of law principles that would direct application of the laws of another jurisdiction.

6.5 Waiver. No waiver by any party of any breach of the covenants and/or agreements set forth herein, or any rights or remedies provided hereunder and no course of dealing shall be deemed a continuing waiver of the same or any other breach, right or remedy, unless such waiver is in writing and is signed by the party sought to be bound. The failure of a party to exercise any right or remedy shall not be deemed a waiver of such right or remedy in the future.

6.6 Collective Transaction. Seller and Buyer acknowledge that this Agreement has been entered into and Seller and Buyer have agreed to perform post-Closing obligations under the Purchase Agreement in connection with, and in reliance on, the other party's execution of and agreement to perform under each of this Agreement, the Purchase Agreement and the Branding Agreement, which, in the case of this Agreement and the Branding Agreement, run with and burden the Purchased Premises.

**[Signatures appear on the following page.]**





**UNOFFICIAL COPY****CHICAGO TITLE INSURANCE COMPANY**

**ORDER NUMBER:** 1401 008426116 D1  
**STREET ADDRESS:** 4801 W ROOSEVELT RD  
**CITY:** CICERO **COUNTY:** COOK  
**TAX NUMBER:**

**LEGAL DESCRIPTION:**

LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 1 IN GRANTS LOCOMOTIVE WORKS ADDITION TO CHICAGO IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID LOT 1 THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 AND RUNNING THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES, 33 MINUTES, 52 SECONDS EAST ON THE EAST LINE THEREOF 10.00 FEET; THENCE NORTH 45 DEGREES, 25 MINUTES, 31 SECONDS WEST, 14.18 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 DISTANT 10.00 FEET WEST OF THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 42 MINUTES, 51 SECONDS EAST ON THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, AS CONDEMNED IN CASE NO. 88L50604) IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY TOWN OF CICERO

## Real Estate Transfer Tax

Check One:

- DEED       ASSIGNMENT OF BENEFICIAL INTEREST OF LAND TRUST
- DECLARATION       EXEMPTION

RECORDER OR REGISTRAR'S DEED NO. _____
DATE RECORDED _____ <i>[For Recorder's Use Only]</i>

### INSTRUCTIONS:

- 1) This form must be filled out completely, signed by at least one of the grantees (buyers), signed by at least one of the grantors (sellers), and presented to the Code Enforcement Dept., 4937 West 25th Street, Cicero, Illinois, or other designated agent, at the time of purchase of real estate transfer stamps as required by the Town of Cicero Real Estate Tax Ordinance. The stamps must be affixed to the deed, and this form attached, when the deed is recorded or affixed to the assignment of beneficial interest of any land trust at time of filing with the trustee.
- 2) The full actual amount of consideration of the transaction is the amount upon which the tax is to be computed. Both the full actual consideration of the transaction and the amount of the tax stamps required must be stated on the declaration.
- 3) In cases involving intermediary buyer, nominee or "straw man", one declaration form must be prepared for each deed that is to be recorded. One of these transactions is usually exempt under Section 7(d) of the Ordinance.
- 4) A signed copy of the Illinois Tax Declaration form must be delivered to the Building Dept., pursuant to Section 10 of the ordinance, by the grantee (buyer) of any deed or assignee of beneficial interest within ten days after delivery of the deed or assignment of beneficial interest, or at the time of the payment of the tax, whichever occurs first.
- 5) For additional information, please call the Code Enforcement Dept., Monday thru Thursday 8:30 A.M. to 8:00 P.M.

Address of Property: 4801 N ROOSEVELT ROAD      Street      Zip Code

Permanent Property Index No. \_\_\_\_\_

Commercial & Industrial Property (Describe): GAS STATION

Residential Property (Number of Units): \_\_\_\_\_ Zoned As: \_\_\_\_\_

Date of Deed or Assignment: 3-30-10

Type of Deed: SWD

Full Actual Consideration (include amount of mortgage and value of liabilities assumed)	\$ <u>529,400</u>
Amount of Tax (\$10.00 per \$1,000 or fraction thereof of full actual consideration)	\$ <u>5,300-</u>

Note: The Town of Cicero Real Estate Transfer Tax Ordinance specifically exempts certain transactions from taxation. These exemptions are enumerated in Sections 7 and 8 of the ordinance which are printed on the reverse side of this form. To claim one of these exemptions, complete the appropriate blanks below:

I hereby declare that this transaction is exempt from taxation under the Town of Cicero Real Estate Transfer Tax Ordinance by paragraph(s) \_\_\_\_\_ of Section \_\_\_\_\_ of said ordinance.

Details for exemption claimed: (explain) \_\_\_\_\_

We hereby declare the full actual consideration and above facts contained in this declaration to be true and correct.

Grantor: *[Please Print]*  
 (Seller)  
FOWELON ENTERPRISE LLC      700 MELAN 9FF 2069A      Houston, TX  
 Name      Address      Zip Code      77007

Signature \_\_\_\_\_ Date Signed \_\_\_\_\_  
 Seller or Agent

Grantee: *[Please Print]*  
 (Buyer)  
TRUE NORTH ENERGY, LLC      5565 AIRPORT HWY TOWER      OH  
 Name      Address      Zip Code      43165

Signature [Signature]      Date Signed 3/3/10  
 Buyer or Agent

"The provisions of Section 7 and 8 thereof, there is imposed upon any exempt transaction a service charge of Twenty-Five Dollars, (\$25.00)."

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True North Energy LLC  
PTAX - 203

1947 4801 W ROOSEVELT RD

## Equipment Listing

Canopy	30,000
3 Underground Storage Tanks	60,000
4 Gasoline Dispensers	20,000
Point of Sale Equipment	5,000
Interior Equipment	5,000
Signage and Graphics	10,000
	<u>130,000</u>

Property of Cook County Clerk's Office



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