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Doc#: 1014104083 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/21/2010 10:37 AM Pg: 1 of 10

2426074022K *(S)*

This instrument prepared by:

Beverly Klug
as Agent for **EQUILON ENTERPRISES LLC**
Shell Retail Real Estate
P. O. Box 4393
Houston, TX 77210

**When recorded, return Deed and
Tax Statements to:**
WAS PNC HALSTED, LLC
3201 Old Glenview Road, Suite 301
Wilmette, IL 60091

**SPECIAL WARRANTY DEED WITH
RESTRICTIVE COVENANT**

THIS IS A DEED dated November 13, 2009, effective May 12, 2010,
2010, by **EQUILON ENTERPRISES LLC**, a Delaware limited liability company, with
offices at P. O. Box 4393, Houston, Texas 77210, (herein called "**GRANTOR**") to **WAS**
PNC HALSTED, LLC, an Illinois limited liability company, with an address of 3201 Old
Glenview Road, Suite 301, Wilmette, IL 60091 (herein called "**GRANTEE**").

GRANTOR, for good and valuable consideration received, hereby grants and
conveys to Grantee the following described real property commonly known as 2600
North Halsted Street, in the City of Chicago, County of Cook, State of Illinois
(hereinafter "Premises");

See attached Exhibit A for description

LESS AND EXCEPT: All right, title and interest in and to any oil, gas and other minerals
(including without limitation, helium, lignite, sulfur, phosphate and other solid, liquid and
gaseous substances), regardless of the nature thereof and whether similar or dissimilar,

10/8

Box 400-CTCC

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and the right to explore for, develop and produce same, as well as the right to lease such portion of the Premises herein conveyed for such purposes, and all mineral and royalty rights whatsoever in, on or under and pertaining to the Premises but without the right to use, or right of any ingress to or egress from the surface of the Premises herein conveyed for exploration or producing purposes, all of said interests having been saved, retained, reserved and excepted in a previous conveyance of the Premises;

together with all rights, privileges and appurtenances thereto and all buildings and land improvements thereon;

TO HAVE AND TO HOLD the same unto Grantee and Grantee's heirs, administrators, executors, successors and assigns forever; but

SUBJECT to the following:

- a) Encroachments, protrusions, easements, changes in street lines, rights-of-way and other matters that would be revealed by a current on the ground survey and inspection of the Premises.
- b) Recorded leases, agreements, easements, rights-of-way, covenants, conditions and restrictions as the same may be of present force and effect. Zoning regulations, ordinances, building restrictions, regulations and any violations thereof.
- c) The lien for real property taxes for the current year, and any liens for special assessments which, as of the date hereof, are not due and payable.

IN ADDITION TO THE FOREGOING, Grantor grants the Premises to Grantee subject to the following covenants and restrictions.

Additional consideration furnished by Grantee, as an inducement to Grantor to enter into this Agreement and sell the Premises at a reduced purchase price, is Grantee's covenant and agreement that the following covenants and restrictions shall be observed during the period of fifteen (15) years after the date of recording of this Special Warranty Deed with Restrictive Covenant. No motor vehicle fuels whatsoever, including but not limited to petroleum products, shall be advertised, stored, sold or distributed on the Premises, or any part thereof. The term "motor vehicle fuels" shall not include lubricants, additives, solvents, cleaners, or anti-freeze. There shall be no changing of motor oil in automobiles, trucks, including SUVs, vans, mini-vans, or other vehicles on the Premises. No Car Wash shall be operated on the Premises (the "Restrictive Covenant," whether one or more). The Restrictive Covenant shall expire automatically at the end of such fifteen (15) year term without need for filing a release, or other action of either Grantor or Grantee. Grantee hereby acknowledges that the terms, conditions and duration of the Restrictive Covenant are fair and reasonable. Grantee hereby agrees that, in the event the Restrictive Covenant is violated, Grantor (i) may elect to enforce the Restrictive Covenant by an action in equity to obtain an injunction against any violation of the

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Restrictive Covenant; and (ii) may pursue any other remedy available at law or in equity for any breach of the Restrictive Covenant.

The Premises and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered and conveyed subject to the Restrictive Covenant. The Restrictive Covenant shall run with the land, and pass with each and every portion of the Premises, and shall apply to and bind the respective successors in interest thereof. The Restrictive Covenant is imposed upon the entire Premises.

The Restrictive Covenant is for the benefit of the real property more particularly described on Exhibit 1 to the Special Warranty Deed with Restrictive Covenant (the "Benefited Property"), and the remedies set forth above may be enforced by Grantor and by any successor to Grantor's interest in the Benefited Property.

All purchasers, lessees, and possessors of all or any portion of the Premises shall be deemed by their purchase, leasing, or possession of the Premises to have agreed to the foregoing. Grantee's acceptance of the deed to the Premises evidences Grantee's acceptance of and agreement to the Restrictive Covenant, and Grantee acknowledges that Grantee has received adequate and sufficient consideration for Grantee's acceptance of and agreement to the Restrictive Covenant. Any failure to enforce or waiver of any breach of the Restrictive Covenant shall not constitute a waiver of the Restrictive Covenant or of any subsequent breach thereof or any remedy that may be exercised for breach thereof. The exercise of any remedy for any breach of the Restrictive Covenant shall not preclude the exercise of any other remedy for any breach of the Restrictive Covenant.

GRANTEE covenants, as part of consideration for this conveyance, that (a) there will be no basement on the Premises, (b) no potable drinking water well will be installed on the Premises, (c) an asphalt or concrete cap will be maintained on the Premises to prevent access to the native soils, (d) all soil or groundwater removed from the Premises will be disposed of in accordance with all applicable environmental laws, statutes, rules and regulations, (e) Grantor may hereafter record against the Premises such No Further Remediation letters or similar documents (collectively "NFR Letters") issued by the government agency having jurisdiction over the Premises, and Grantee shall execute all documents and take all action necessary for the issuance and recording of such NFR Letters; provided, however, such NFR Letters do not contain any restrictions or limitations on the Premises greater than the restrictions contained in this deed or any restrictions otherwise applicable to the Premises, and (f) Grantor shall comply with all of the terms and conditions of such NFR Letters. This covenant shall run with the land, shall bind Grantee's heirs, administrators, executors, successors and assigns and shall inure to the benefit of Grantor's successors and assigns.

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SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor shall warrant and defend title to the Premises against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.


Permanent Tax Identification Numbers: 14-29-407-085-0000 and 14-29-407-086-0000.

(SIGNATURE BLOCKS ON FOLLOWING PAGES)


Property of Cook County Clerk's Office
COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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EQUILON ENTERPRISES LLC

By: 
 Name: Gary J. Ragusa
 Title: NA Real Estate Manager
 Date: November 13, 2009
 Tax I.D. #: 52-2074528


Property of Cook County Clerk's Office

STATE OF ILLINOIS
 STATE TAX

 MAY. 14. 10
 REAL ESTATE TRANSFER TAX
 DEPARTMENT OF REVENUE

REAL ESTATE TRANSFER TAX
 02000.00
 # 0000000360
 FP 103024

COOK COUNTY
 COUNTY TAX
 REAL ESTATE TRANSACTION TAX

 MAY. 14. 10
 REVENUE STAMP

REAL ESTATE TRANSFER TAX
 01000.00
 # 0000000361
 FP 103022

CITY OF CHICAGO
 CITY TAX

 MAY. 14. 10
 REAL ESTATE TRANSACTION TAX
 DEPARTMENT OF REVENUE

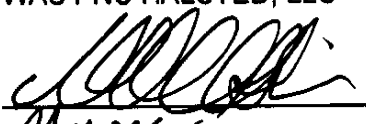
REAL ESTATE TRANSFER TAX
 21000.00
 # 0000001901
 FP 103023

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AGREED AND ACCEPTED:

GRANTEE

WAS PNC HALSTED, LLC

By: 
 Title: Manager
 Date: May 2, 2011

COOK COUNTY
 RECORDER OF DEEDS
 SCANNED BY County Clerk's Office

COOK COUNTY
 RECORDER OF DEEDS
 SCANNED BY _____

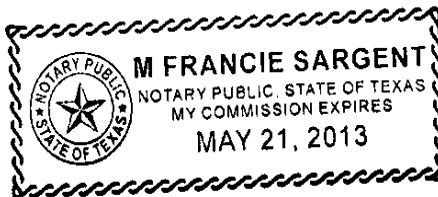
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State of Texas)
) §
County of Harris)

The within and foregoing instrument was acknowledged before me this 13th day of November, 2009, by Gary J. Ragusa who is the NA Real Estate Manager of EQUILON ENTERPRISES LLC, a Delaware limited liability company, on behalf of the company.

Witness my hand and official seal.

M. Francie Sargent
NOTARY PUBLIC



My commission expires:

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

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State of Illinois)
County of Cook) §

The within and foregoing instrument was acknowledged before me this 10th day of May, 2010, by William A. Shiner who is the manager of WAS PNC HALSTED, LLC, an Illinois limited liability company, on behalf of the company.

Witness my hand and official seal.

Annita Mitchell
NOTARY PUBLIC

"Official Seal"
Annita Mitchell
Notary Public, State of Illinois
My Commission Exp. 06/29/2013

My commission expires: June 29, 2013

COOK COUNTY
RECORDED OF DEEDS
SCANNED BY _____

PROPERTY OF Cook County Clerk's Office

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EXHIBIT A

DESCRIPTION OF PREMISES

Physical Address: 2600 North Halsted Street, Chicago, IL

Lots 23, 24, 25 and 26 in John Reynolds Subdivision of the east 5 acres of the Outlot 14 in Canal Trustee's Subdivision of the east 1/2 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Property RECORDED IN DEEDS
COOK COUNTY
SCANNED BY _____
COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____
Cook County Clerk's Office

Permanent Tax Identification Numbers: 14-29-407-085-0000 and 14-29-407-086-0000.

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EXHIBIT 1

TO SPECIAL WARRANTY DEED WITH RESTRICTIVE COVENANT

BENEFITED PROPERTY

Attn: County Tax Assessor's Office

The address below has been listed solely for the purpose of increasing the enforceability of a recorded covenant restricting the future use of the property that is being sold.

The title to the property listed below has not changed, nor has there been a change in the name of the entity responsible for the property's tax obligations.

Therefore, there should be no property tax notice changes entered for this property.

The property benefited by the restrictive covenant is:

1. 2801 N. Ashland, Chicago, Illinois 60657

COOK COUNTY
 RECORDED OF DEEDS
 SCANNED BY _____