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Doc#: 1014541012 Fee: \$56.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/25/2010 09:56 AM Pg: 1 of 11

8406234  
0-1 JK

After Recording, Return To:

Riteline Properties, LLC  
200 W. Higgins Road  
Shaumburg, IL 60195

This Instrument Was Prepared By:

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

Tax Parcel No.: 05-23-301-011-0000

**SPECIAL WARRANTY DEED**

This Special Warranty Deed, dated to be effective as of the 19<sup>th</sup> day of May, 2010 ("**Effective Date**"), is by and between Equilon Enterprises LLC d/b/a Shell Oil Products US, a Delaware limited liability company, with offices located at Pennzoil North Tower, 700 Milam Street, Office 2069A, Houston, Texas 77002 ("**Grantor**") and Riteline Properties, LLC, an Illinois limited liability company, with offices located at 200 W. Higgins Road, Schaumburg, IL 60195 ("**Grantee**") and is delivered pursuant to and is subject to the provisions and limitations of that certain Asset Purchase and Sale Agreement, dated as of the 19<sup>th</sup> day of May, 2010, by and between Grantor and Grantee (the "**Purchase Agreement**").

**WITNESSETH:**

For and in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and other good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN and SELL unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest, if any, in and to the Premises more particularly described in Exhibit A attached hereto and made a part hereof (the "**Premises**"), together with any buildings, fixtures and improvements owned by Grantor and located thereon.

Together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Premises to the center lines thereof, plus all the estate and rights of Grantor in and to any easements, rights, privileges, appurtenances, strips and gores and all other hereditaments appurtenant to the Premises;

Grantor expressly SAVES, RETAINS, RESERVES and EXCEPTS from this conveyance unto itself and its successors and assigns, all right, title and interest, if any, 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 but only to the extent any of the foregoing is in its natural state and natural location and not subject to the dominion and control of any person, and, upon thirty (30) days prior written notice to Grantee, the right to explore for, develop and produce same, as well as the right to lease such portion of the Premises hereby reserved for such purposes, and all mineral and royalty rights whatsoever in, on, under and pertaining to the Premises; but Grantor, its successors and assigns, shall have no right to use, or right of ingress to or egress from any part

Cost Center: # 137213  
Address: 399 Ridge, Wilmette, Illinois

Village of Wilmette \$500.00  
Real Estate Transfer Tax

Village of Wilmette \$1,000.00  
Real Estate Transfer Tax

**MAY 21 2010**

**MAY 21 2010**

500 - 9695

Issue Date

1000 - 10526

Issue Date

Bot 400 Fagan

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of the surface of the Premises for exploration and producing purposes, except with respect to (i) current activities at and any existing contractual or leasehold rights granted to third parties and (ii) any additional activities which have been consented to in writing by Grantee, whose consent shall not be unreasonably withheld. Except as set forth in the preceding sentence, any oil and gas drilling operations, shall be conducted by means of wells, the surface locations of which are on other lands and which may be drilled into and bottomed in or under the Premises. Grantor shall exercise its rights under the foregoing mineral, oil and gas reservation so as not to disturb any improvements, installations, petroleum or other products contained in such improvements or installments or surface activities on the Premises. Grantor is to receive and retain all bonuses, rentals and royalties payable under any such mineral, oil and gas lease or leases. Grantor may assign, transfer, sell or convey such oil, gas and mineral reservation to any person, corporation, partnership or other entity.

This conveyance is made by Grantor and accepted by Grantee SUBJECT TO all reservations, exceptions, restrictions, easements, encumbrances, rights of way, ad valorem taxes, zoning regulations, other matters of record which are currently valid and subsisting, and which affect the herein described Premises and the items set forth on Exhibit B, to the extent that the same are currently valid and enforceable against the Premises.

TO HAVE AND TO HOLD the Premises unto Grantee, its successors and assigns in fee simple forever; but:

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

1. From and after the Effective Date until December 31, 2030 ("Termination Date"), if motor fuel is stored, advertised or sold at or from the Premises, the motor fuel stored, advertised or sold shall be sold under the "Shell" trademark ("Brand Covenant"), all as more fully set forth in that certain Branding and Product Purchase Commitment Agreement dated as of the Effective Date, by and between Grantor and Grantee ("Branding Agreement"), whose terms and provisions are incorporated in this Special Warranty Deed by reference. The Brand Covenant shall expire automatically on the Termination Date without need for filing a release, or other action of either Grantor or Grantee. The Premises and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered and conveyed subject to the Brand Covenant. Grantor and Grantee intend and agree that the Brand Covenant and the remedies for breach thereof, as provided in the Branding Agreement, shall be covenants running with the land. The benefits of the Brand Covenant shall inure to the benefit of Grantor, its successors and assigns. The burdens of the Brand Covenant shall apply to the entire Premises, shall pass with each and every portion of the Premises, and shall apply to and bind Grantee and Grantee's respective successors, assigns, transferees and subsequent owners in interest of the Premises.

2. Until the Termination Date, Grantor retains a right of first refusal to purchase the Premises, pursuant to the terms of the Branding Agreement ("Right of First Refusal"). The Right of First Refusal shall expire automatically on the Termination Date, without need for filing a release, or other action of either Grantor or Grantee. The terms of the Right of First Refusal are set forth on Exhibit C.

3. Grantee has granted a right of access to Grantor pursuant to the terms of an Access Agreement dated as of the Effective Date, which is being recorded on the same day as this instrument.

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4. Grantee covenants and agrees that it shall not install and, it shall prevent any subsequent purchaser or permitted assignee of the Premises from installing, any well or other tank, pump or related equipment for the use or storage of potable water at the Premises. Grantee further covenants and agrees that it shall not improve or use, and shall prohibit any subsequent purchaser or assignee of the Premises from using or improving, the Premises for residential purposes (including multi-family residential uses), or for any hospital, school, elder care or day care center or for a park or playground. Grantee further covenants and agrees that it shall not materially change the use of the Premises in such a way as to increase the level of clean-up required by any governmental entity for any environmental condition which had affected the Premises as of the Effective Date.

5. Grantor and Grantee intend and agree that each of the Covenants Nos. 1, 2, 3 and 4, above, shall be covenants running with the land. The benefits of the covenants shall inure to the benefit of Grantor, its successors and assigns. The burdens of the covenants shall apply to the entire Premises, shall pass with each and every portion of the Premises, and shall apply to and bind Grantor and Grantee's respective successors, assigns, transferees and subsequent owners in interest of the Premises. Grantee agrees to include the foregoing restrictions, covenants and conditions, including but not limited to the Brand Covenant, in any conveyance or assignment of the Premises to a successor grantee and, as a condition of any conveyance of the Premises, to require successor grantees to enter into an agreement assuming all obligations of Grantee under Article 2 (Brand Covenant) of the Branding Agreement.

6. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, GRANTEE ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT GRANTEE HAS BEEN GIVEN THE OPPORTUNITY TO MAKE FULL AND COMPLETE INSPECTIONS OF THE PREMISES TO GRANTEE'S SATISFACTION PRIOR TO THE DATE HEREOF AND THAT, AS OF THE DATE HEREOF, GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATIONS OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, OR ANY AGENT, REPRESENTATIVE OR OTHER PARTY ACTING, OR PURPORTING TO ACT, ON BEHALF OF GRANTOR. IT IS THE UNDERSTANDING AND INTENTION OF THE PARTIES THAT THE SALE OF THE PREMISES FROM GRANTOR TO GRANTEE IS MADE ON A STRICT "AS IS, WHERE IS" BASIS AND WITH ALL FAULTS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR PRESENT OR FUTURE CONDITION OF THE ASSETS, INCLUDING WITHOUT LIMITATION THE PREMISES, (B) THE COMPLIANCE OF, OR BY, THE PREMISES WITH ANY LAWS OF ANY APPLICABLE GOVERNMENTAL ENTITY, (C) THE LIABILITY, MERCHANTABILITY, MARKETABILITY, OR PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PREMISES, INCLUDING WITHOUT LIMITATION THE ASSETS THEREON, OR (D) ANY OTHER MATTER WITH RESPECT TO THE ASSETS. GRANTEE REPRESENTS TO GRANTOR THAT GRANTEE IS RELYING, HAS RELIED AND SHALL IN THE FUTURE RELY SOLELY UPON ITS OWN INVESTIGATIONS, INSPECTIONS AND STUDIES OF THE PREMISES, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, GRANTOR'S AGENTS OR CONTRACTORS OR OTHERWISE GENERATED FROM THIRD PARTY SOURCES. GRANTOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR

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WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PREMISES OR THE OPERATION THEREOF FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF GRANTOR, INCLUDING, WITHOUT LIMITATION, ANY AGENT, BROKER OR SALESPERSON. GRANTEE ACKNOWLEDGES THAT THE PURCHASE PRICE HAS BEEN SPECIFICALLY NEGOTIATED AND ADJUSTED TO TAKE INTO ACCOUNT THE AS-IS NATURE OF THIS SALE AND THE DISCLAIMERS AND WAIVER OF REPRESENTATIONS AND WARRANTIES AS STATED HEREIN.

Grantee hereby acknowledges that the terms, conditions and duration of the foregoing restrictions, covenants, and conditions are fair and reasonable. Grantee hereby agrees that, in the event the foregoing restrictions, covenants or conditions are violated, Grantor, and/or any successor-in-interest to Grantor, (i) may elect to enforce the foregoing restrictions, covenants and conditions by an action in equity to obtain an injunction against any violation of the foregoing restrictions, covenants, and conditions; and (ii) may pursue any other remedy available at law or in equity for any breach of the foregoing restrictions, covenants, or conditions.

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 restrictions, covenants, and conditions. Grantee's acceptance of the deed to the Premises evidences Grantee's acceptance of, and agreement to, the foregoing restrictions, covenants, and conditions, and Grantee acknowledges that Grantee has received adequate and sufficient consideration for Grantee's acceptance of and agreement to the foregoing restrictions, covenants, and conditions. Any failure to enforce any breach of the foregoing restrictions, covenants, and conditions shall not constitute a waiver of the foregoing restrictions, covenants, and conditions, or of any subsequent breach thereof, or any remedy that may be exercised for breach thereof. Any waiver of any breach of the foregoing restrictions, covenants, and conditions shall not constitute a waiver of any subsequent breach thereof, or of any remedy that may be exercised for breach thereof. The exercise of any remedy for any breach of the foregoing restrictions, covenants, and conditions shall not preclude the exercise of any other remedy for any breach of the foregoing restrictions, covenants, and conditions.

SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor shall warrant specially the Premises herein conveyed and shall defend title to the Premises against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise, provided, that this conveyance and the special warranty made by Grantor contained herein are subject to the matters contained herein and to any and all matters of record. The preceding sentence is for the benefit of Grantee and the parties now or hereafter constituting Grantee and may not be relied on, or enforced by, any other entity, including, without limitation, any direct or remote successor in title to Grantee, or any title insurer of Grantee, or its direct or remote successors in title, by way of subrogation or otherwise.

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

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IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed on the day and year first above written.

"GRANTOR":

**EQUILON ENTERPRISES LLC  
d/b/a Shell Oil Products US**

By: *Scott C. David*  
Name: Scott C. David  
Title: JV Formation Manager

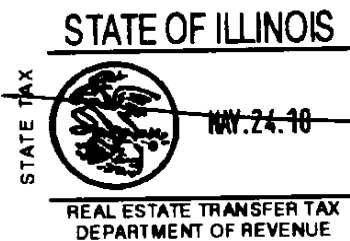
STATE OF TEXAS            )  
  ) SS.  
COUNTY OF HARRIS        )

On this 18<sup>th</sup> day of May, 2010, before me appeared Scott C. David, to me personally known, who, being by me duly sworn did say that he is the JV Formation Manager of Equilon Enterprises LLC d/b/a Shell Oil Products US, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company.

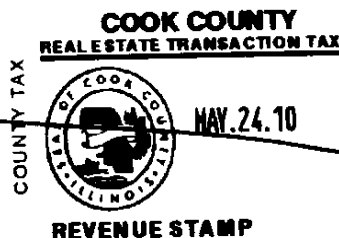
*Sheila A. Sawyer*  
Notary Public in and for the  
State of Texas

My commission expires:

\_\_\_\_\_



REAL ESTATE TRANSFER TAX
00500.00
FP 103037



REAL ESTATE TRANSFER TAX
00250.00
FP 103042

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"GRANTEE":

Riteline Properties, LLC

By: [Signature]  
Name: ROBERT STAMBOLIC  
Title: MANAGER

STATE OF Illinois )  
COUNTY OF Cook ) SS.

On this 14 day of May, 2010, before me appeared Robert STAMBOLIC, to me personally known, who, being by me duly sworn did say that he is the MANAGER of Riteline Properties, LLC and that said instrument was signed on behalf of said limited liability company.

[Signature]  
NOTARY PUBLIC  
Print Name: IRENE A. SCHULTE

Notary Public in and for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_



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## Exhibit A Legal Description

CC# 137213

Address: 399 Ridge, Wilmette, Illinois

Tax Parcel No.: 05-33-301-011-0000

THAT PART OF THE NORTH WEST QUARTER OP FRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF THE NORTH WEST QUARTER AFORESAID, RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 5 CHAINS AND 55 LINKS TO THE CENTER OF ROAD, THENCE ALONG THE MIDDLE OF SAID ROAD NORTH 59 1/2 DEGREES EAST 6 CHAINS AND 33 LINKS TO THE EAST LINE OF SAID QUARTER SECTION, THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION AND THE CENTER OF ROAD 2 CHAINS AND 93 LINKS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

BEING ALL OF THE SAME TRACT OF LAND DESCRIBED AS TRACT 167 IN DEED FROM SHELL OIL CO TO EQUILON ENTERPRISES LLC RECORDED UNDER DOCUMENT NO. 98616681.

### SURVEYOR'S DESCRIPTION:

THAT PART OF THE NORTH WEST QUARTER OF FRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTH 87 DEGREES 04 MINUTES 22 SECONDS WEST, ALONG THE SOUTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 370.07 FEET TO THE CENTER OF WILMETTE AVENUE; THENCE NORTH 59 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG THE CENTERLINE OF SAID WILMETTE AVENUE, A DISTANCE OF 417.78 FEET TO THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH 02 DEGREES 51 MINUTES 02 SECONDS EAST, ALONG THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 193.38 FEET TO THE POINT OF BEGINNING, CONTAINING 35,782 SQUARE FEET, OR 0.82 ACRES, MORE OR LESS.

SUBJECT TO ANY RIGHT OF WAY TAKING FOR ROAD PURPOSES NOT CURRENTLY OF RECORD.

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## Exhibit B Permitted Encumbrances

CC# 137213  
399 RIDGE  
WILMETTE, IL

1. The lien for real property taxes for the year 2010, and any liens for special assessments which as of the date hereof, are not due and payable.
2. Rights of the public, the State of Illinois and the municipality in and to that part of the land taken or used for Ridge Road and Wilmette Avenue.
3. Reservation of all right, title and interest, if any, in and to any oil, gas, and other minerals including without limitation helium, lignite, sulfur, phosphate and other solid, liquid and gaseous substances, the right to explore for, develop and produce same, as well as the right to lease such portion of the property hereby reserved for such purposes, and all mineral and royalty rights whatsoever in, on, under and pertaining to the property, as reserved in the Limited Warranty Deed from Shell Oil Company, a Delaware corporation, to Equilon Enterprises LLC, a Delaware limited liability company, recorded July 16, 1998, as Document No. 98616681.
4. Illinois Responsible Party Transfer Act statutory disclosure form, executed by Shell Oil Products Company as Agent for Shell Oil Company, recorded July 16, 1998, as Document No. 98616682.
5. Covenants and restrictions contained in the Restrictive Covenant executed by Equilon Enterprises, LLC, a Delaware limited liability company, recorded August 12, 2005, as Document No. 0522403016.
6. Matters contained in survey prepared by Sherrill Associates, Inc. dated June 1, 2009, last revised March 31, 2010 as Job No. 09-05-034:222 as follows:
  - a. Rights of the public and quasi-public utilities as evidenced by telephone manholes, vent pipes, light standards, power poles, gas valves



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## EXHIBIT C

### **Right of First Refusal**

Until the Termination Date, if at any time, Grantee or any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, trust, estate, unincorporated organization, governmental entity or their successors in title or permitted assigns ("**Person**") owning the Premises, other than a Person owning the Premises after the Premises has been released from the Brand Covenant pursuant to the Branding Agreement ("**Premises Owner**") (i) receives an acceptable bona fide offer to purchase or lease from a ready, willing, and able purchaser or lessee which Grantee or any Premises Owner desires to accept, or (ii) makes a bona fide offer to sell, lease or otherwise transfer to such a purchaser or lessee, all of Grantee's or any Premises Owner's right, title and interest in and to the Premises, or any interest therein ("**Offer**"), Grantee or such Premises Owner shall provide written notice to Grantor, specifying the name and address of the Grantee or lessee and the price and complete terms of the Offer, accompanied by Grantee's or any Premises Owner's affidavit that the proposed sale or lease transaction described in the Offer is in good faith. Grantor will then have the prior option to purchase or lease the Premises at the price and on the terms of the Offer, but subject to the terms provided below.

Grantor shall provide written notice to Grantee or such Premises Owner, as applicable, of Grantor's election to exercise its Right of First Refusal within 30 days after Grantor receives such Person's written notice of the Offer. Within 20 days after the date of the notice provided to such Person of Grantor's election to exercise its Right of First Refusal, Grantor shall designate a title company and provide written notice to such Person of the same. Such Person shall deposit with the title company a recordable special warranty deed or lease, as applicable, to Grantor, in form satisfactory to Grantor, for the Premises. Grantor shall deposit with the title company any earnest money required by the Offer. Promptly thereafter, such Person shall (or Grantor may), at Grantor's expense, order from the title company a report on title to (or leasehold interest in) the Premises and a commitment for an owner's or lessee's (as applicable) policy of title insurance. Upon written notice from Grantor to such Person and the title company that title is acceptable, the title company shall deliver to Grantor the deed or lease executed by such Person, together with the owner's or lessee's (as applicable) policy of title insurance, against payment by Grantor of the purchase price (which shall include payment of any costs, fees, expenses, documentary, transfer and like taxes required to be paid by Grantor), less any earnest money, as such allocation of costs, fees and expenses may be set forth in the Offer. Thereafter, the title company shall deliver to such Person the purchase price required by the Offer less the amount of any liens accepted by Grantor and less the amount of any and all costs, fees, expenses, documentary, transfer and like taxes required to be paid by such Person as set forth in the Offer. Taxes and rent will be prorated as of the date of delivery of the deed (or the assignment of lease, as applicable) from the title company to the Grantor. Upon receipt from Grantor of written notice that the title is not acceptable, Grantee or such Premises Owner, as applicable, shall use commercially reasonable efforts to cure such title objections by the closing, including, without limitation, insuring against or providing a bond or suitable escrow for, any lien or other encumbrance that represents a liquidated amount or sum of money. If such Person is unable to cure the title to Grantor's satisfaction, Grantor may elect not to purchase the Premises, in which case the title company shall return the deed (or assignment of lease) to such Person, and the earnest money to Grantor. If Grantor elects to not exercise its Right of First Refusal for any reason, Grantee or such Premises Owner, as applicable, may sell the Premises under the terms described in the notice of the Offer provided to Grantor, provided, that such sale is concluded within ninety (90) days of Grantor's election to not exercise its Right of First

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Refusal, otherwise the Premises shall again be subject to the Right of First Refusal provisions described herein. Any proposed sale of any Premises under different terms than those described in such notice of the Offer is subject to the Right of First Refusal provisions described herein.

The Right of First Refusal is not limited by any other rights Grantor has under the Branding Agreement or elsewhere, if any, to acquire the Premises. The Right of First Refusal runs with the land or leasehold interest, inures to the benefit of, and binds the respective successors in interest and assigns thereof.

The Right of First Refusal shall not apply to any lease or sublease by Grantee to any Person other than Grantor, Grantee and their respective Affiliates ("**Third-Party**") or other Person operating a retail motor fuel facility at the Premises using the "Shell" brand and any other trademark or distinctive name identifying branded fuel offered for resale at retail outlets approved by Grantor (the "**Brand**") pursuant to a written agreement with Grantee or any affiliate of Grantee, provided, Grantee retains ownership and control of, and full contractual and regulatory responsibility for, the underground storage tanks, piping, leak detection devices and any related equipment, including "inground" hoists, direct and remote vapor and fill lines/buckets used for the storage and dispensing of petroleum products, used oil and/or heating oil, and other equipment related to the operation of a motor fuel service station which are, were or may be present on the Premises, not including any concrete or other slab or platform upon which such equipment may be sustained ("**UST System**") throughout the term of the lease or sublease with such Third-Party or Person and Grantee complies with the provisions of Section 9.6 (*Future Conveyances*) of the Purchase Agreement.

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399 Ridge

## PLAT ACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK } SS.

~~\_\_\_\_\_~~ Sue David, being duly sworn on oath, states that

\_\_\_\_\_ resides at 700 Milam, Houston, Tx. 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 in size which does not involve any new streets or easements of access.
3. The divisions 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 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 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.

Sue David

SUBSCRIBED and SWORN to before me

this 18<sup>th</sup> day of May, 2010.

Sheila A. Sawyer  
Notary Public

