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Doc#: 1015322057 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/02/2010 01:35 PM Pg: 1 of 8

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0-1 JF

This instrument prepared by:

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

When recorded, return Deed and

Tax Statements to:

DOWNTOWN EXPRESS GAS, INC.
7916 Arcadia
Morton Grove, IL 60053

SPECIAL WARRANTY DEED WITH BRAND COVENANT

THIS IS A DEED dated February 2, 2010 effective May 28, 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 **DOWNTOWN EXPRESS GAS, INC.**, an Illinois corporation, with an address of 7916 Arcadia, Morton Grove, IL 60053 (herein called "GRANTEE").

GRANTOR, for good and valuable consideration received, hereby grants and conveys to Grantee the following described real property commonly known as 150 West North Avenue, 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, 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

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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.
- d) Subject to Article f) below, for twenty (20) years from the date of closing Grantee agrees that if the Premises is used for the sale of motor fuel, the motor fuel must be purchased from Grantor, or Grantor's successor or assigns, ("Brand Covenant") and the Station must be operated pursuant to the terms and conditions of the Supply Agreement, or its replacement.
- e) Grantee shall use, improve, lease, sell, encumber or transfer the Premises subject to the Brand Covenant. Grantee may not assign its rights or obligations under the Brand Covenant without the prior written consent of Grantor. The Brand Covenant runs with the land or leasehold interest, as applicable, and will appear as a recorded item in the property records of the Premises, and is for the benefit of, and binds, the successors in interest and assigns of Grantee. Grantor's failure to enforce any breach of the Brand Covenant is not a waiver of the Brand Covenant or of any subsequent breach thereof. All purchasers, lessees, and possessors of all or any portion of the Premises and their respective heirs, successors, assigns will be deemed by their purchase, lease, or possession to be in accord with, and shall agree to the terms of, the Brand Covenant.
- f) Grantee will be excused from complying with the Brand Covenant if Grantor elects to do a market withdrawal in accordance with the Petroleum Marketing Practices Act from a geographic area that includes the Premises.

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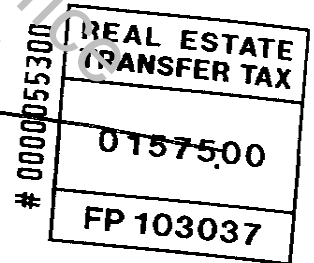
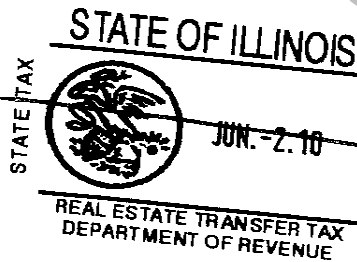
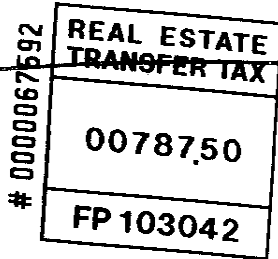
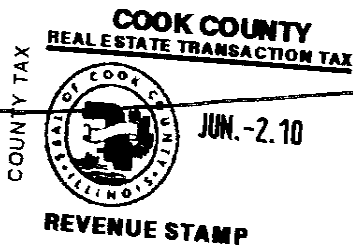
- g) If Grantee fails to comply with the Brand Covenant for any reason whatsoever, Grantor may pursue any and all actions to enforce the terms of the Brand Covenant and pursue any and all remedies available at law or in equity.

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.

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 Number: 14-33-424-016-0000.

(SIGNATURE BLOCKS ON FOLLOWING PAGES)



City of Chicago
Dept. of Revenue
601453



Real Estate
Transfer
Stamp
\$16,537.50

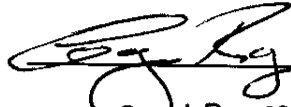
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Batch 1,187,766

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EQUILON ENTERPRISES LLC

By: 
Name: Gary J. Ragusa
Title: NA Real Estate Manager
Date: February 2, 2010
Tax I.D. #: 52-2074528

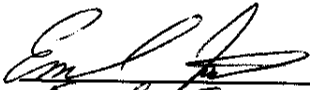
Property of Cook County Clerk's Office

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AGREED AND ACCEPTED:

GRANTEE

DOWNTOWN EXPRESS GAS, INC.

By: 
Name: Emad Joseph
Title: PRESIDENT
Date: 5.27.10

Property of Cook County Clerk's Office

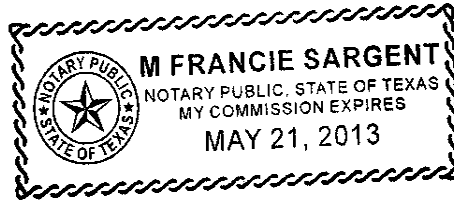
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State of Texas)
) §
County of Harris)

The within and foregoing instrument was acknowledged before me this 2nd day of February, 2010, 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:

Property of Cook County Clerk's Office

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State of Illinois)
County of DuPage) §

Before me EMMANUEL JOSEPH (here insert the name and character of the officer) on this day personally appeared _____ known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27 day of May, 2010.

OFFICIAL SEAL
MICHAEL R. LACY
Notary Public, State of Illinois
My Commission Expires 7/22/2013

[Signature]
Notary's Signature

Property of Cook County Clerk's Office

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EXHIBIT A

DESCRIPTION OF PREMISES

Physical Address: 130 West North Avenue, Chicago, IL

THAT PART OF LOT 5 AND VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOT 5 IN REHM'S LINCOLN PARK ADDITION TO CHICAGO, A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST NORTH AVENUE WITH THE EAST LINE OF NORTH LASALLE STREET AS WIDENED; THENCE NORTH ALONG THE EAST LINE OF NORTH LASALLE STREET 100 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF WEST NORTH AVENUE 100 FEET; THENCE SOUTH ON THE LINE PARALLEL WITH THE EAST LINE OF NORTH LASALLE STREET TO THE NORTH LINE OF WEST NORTH AVENUE; THENCE WEST ALONG THE THE NORTH LINE OF WEST NORTH AVENUE TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST NORTH AVENUE AND THE EAST LINE OF LASALLE STREET AS WIDENED, THENCE NORTH ALONG SAID EAST LINE 12.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF WEST NORTH AVENUE, 60.0 FEET; THENCE SOUTHEASTERLY TO A POINT 100 FEET EAST OF THE EAST LINE OF LASALLE STREET, AS WIDENED, AND 4.61 FEET NORTH OF THE NORTH LINE OF WEST NORTH AVENUE; THENCE SOUTH PARALLEL WITH THE EAST LINE OF LASALLE STREET, 4.61 FEET TO THE NORTH LINE OF WEST NORTH AVENUE; THENCE WEST ALONG SAID NORTH LINE, 100 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

Permanent Tax Identification Numbers: 14-33-424-016-0000.