

UNOFFICIAL COPY



Doc#: 1100641146 Fee: \$114.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/06/2011 03:22 PM Pg: 1 of 16

COVER SHEET PAGE FOR RECORDING SPECIAL WARRANTY DEED

ExxonMobil Oil Corporation, a New York corporation
("Seller"),
To
Buchanan Energy (N), LLC, a Delaware limited liability company
("Buyer"),

Effective as of this 9th day of December 2010,

PERMANENT INDEX NUMBER:

08-08-401-029-0000

LOCATION:

1712 West Algonquin Road
Arlington Heights, IL

Prepared by:

Exxon Mobil Corporation – Law Department
3225 Gallows Road
Fairfax, VA 22037
Attn: Don R. Fullerton Esq.

Send subsequent tax bills to:

Nichole Mallett
Buck's Inc.
4973 Dodge Street
Omaha, NE 68132

AFTER RECORDING RETURN TO:

Stewart Title Guaranty Company
NTS - Chicago Division
2 N. LaSalle Street, Suite 1400
Chicago, IL 60602
File # 09031237

S N
P He
S R
SC Y
INT db

CS# 12680

UNOFFICIAL COPY

SPECIAL WARRANTY DEED

ILLINOIS

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

KNOW ALL MEN BY THESE PRESENTS:

That **EXXONMOBIL OIL CORPORATION**, a New York corporation, having an office at 3225 Gallows Road, Fairfax, Virginia 22037-0001, ("Grantor"), grants, bargains, sells, conveys and specially warrants to **BUCHANAN ENERGY (N), LLC**, a Delaware limited liability company, having an office at 4973 Dodge Street, Omaha, Nebraska 68132, ("Grantee"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, with special warranty covenants, the land together with the buildings, structures, fixtures, equipment, tanks and improvements located thereon, at 1712 W Algonquin Road, Arlington Heights in Cook County, Illinois and more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property").

1. This conveyance is made by Grantor with special warranty and accepted by Grantee subject to: (a) Grantor's right to re-enter as described herein; (b) the Deed Restrictions, Covenant Against Residential Uses, Repurchase Option, and Engineering and Institutional Controls; (c) any leases, sub-leases, licenses, easements, encumbrances, rights of way, conditions, covenants, restrictions, reservations and exceptions, of record or not; (d) all building and zoning ordinances, statutes, laws, orders, regulations and restrictions imposed by federal, state, municipal or other governmental authority applicable to the Property (collectively, "Laws"), including, but not limited to, any notices of violations or non-compliance citations or liens arising under said Laws; (e) all matters apparent from an inspection of the Property, or which a current, accurate survey of the Property would disclose (including but not limited to encroachments, overlaps or boundary line disputes); (f) the lien for real property taxes for the current year provided the same are not due and payable prior to or as of the Effective Date; and (g) any liens for special assessments which as of the Effective Date are not due and payable.

2. GRANTEE SPECIFICALLY ACKNOWLEDGES THAT IT UNDERSTANDS THAT THE PROPERTY HAS BEEN USED FOR COMMERCIAL PURPOSES INCLUDING THE STORAGE, DISTRIBUTION AND MARKETING OF MOTOR FUELS, PETROLEUM, PETROLEUM-BASED PRODUCTS AND OTHER CHEMICALS, AND THAT THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO, SOIL AND SUB-SOIL OF THE PROPERTY AND THE SOIL, AIR, LAND, GROUNDWATER AND WATER, ON, UNDER, NEAR OR ADJACENT THERETO AND DRAINS, SEWERS, PIPES, WATER COURSES AND WATER TABLES AT, ON, UNDER OR IN THE VICINITY OF THE PROPERTY MAY HAVE BEEN CONTAMINATED OR IMPACTED BY MOTOR FUELS, PETROLEUM,

UNOFFICIAL COPY

PETROLEUM BASED PRODUCTS AND OTHER CHEMICALS OR OTHER CONTAMINATION.

3. Deed Restrictions, Covenant Against Residential Use and Repurchase Option

a. Deed Restrictions. Grantee covenants and agrees that the Property, or any portion thereof, shall not be used at any time within a period of ninety-nine (99) years following the date that motor fuels ceased to be stored upon, on or under the premises or any portion thereof, for: residence of any type, places of worship, bed and breakfast facilities, rooming houses, hospitals, nursing home or similar geriatric facilities, child care, playground or recreational areas, schools (or any similar use which is intended to house, educate or provide care for children, the elderly or the infirm), agricultural uses, nor shall any portion thereof be used for the construction or installation of: (i) any water wells for drinking or food processing; (ii) underground storage space; (iii) underground utility space; (iv) additional underground utility conduits (vapor tight utility conduits are permitted); or (v) basements or any underground living space. This covenant and agreement shall run with the land herein conveyed and a similar restrictive covenant shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof (collectively, the "Deed Restrictions").

b. Covenant Against Residential Use. Grantee covenants and agrees with Grantor that if at the Effective Date of this Deed the applicable "as of right" zoning use of the Property does not include any residential use, then the Grantee, Grantee-Related Parties, subsequent owners, users, and occupiers of the Property, including all successors, lessees, assignees, and licensees will not at any time hereafter seek to or cause any application to be made to the relevant local governing authorities to amend the zoning of the Property to a use which includes any residential use whether on an "as of right" basis or on any other basis whatsoever, nor seek to take advantage of any non-conforming user rights or exceptions to use including special use permits (collectively, the "Covenant Against Residential Use").

c. Repurchase Option. If Grantee, a Grantee-Related Party, or any subsequent licensee, lessee, assignee, successor, owner, user or occupier of the Property breaches the provisions of the Deed Restrictions, the Covenant Against Residential Use, or the Engineering and Institutional Controls in addition to Grantor's right specifically to enforce such provisions, then Grantor, at its sole option, may, but is not obligated to, repurchase the Property in the manner hereinafter provided. Grantor's repurchase option ("Repurchase Option") may be exercised at any time after Grantee fails to cure the violation within a thirty (30)-day cure period commencing upon the date of Grantor's notice to Grantee of the violation. Grantor may exercise its Repurchase Option by giving either Grantee or the owner of the Property at that time, written notice that Grantor desires to repurchase the Property ("Grantor's Repurchase Notice"), subject to the determination of the purchase price and receipt of Grantor's Election Notice as provided below. The purchase price shall be equal to the greater of (i) the Purchase Price Grantee paid for the Property being re-conveyed; or (ii) ninety percent (90%) of the fair market value of the Property as determined by Grantor at the time of the issuance of Grantor's

UNOFFICIAL COPY

Repurchase Notice. This Repurchase Option shall be in effect for a period of 40 years from the Effective Date of this Deed.

(i) As of the closing on the repurchase, Grantor shall assume and Grantee shall assign all rights with respect to enforcement of those portions of the Fixed Price Contract between Grantee and Selected Remediation Contractor and Grantor shall be responsible for completing the Remediation Activities with respect to the Covered Contamination at, on, under or originating from the Property but Grantee shall remain liable at its sole expense for remediation of any other Contamination that existed at, on, under or originating from the Property at or prior to closing on the repurchase of such Property from Grantee and/or for any Claims resulting from such breach not otherwise paid by the Selected Remediation Contractor. Grantor shall provide such notices to the appropriate Governmental Authority as are required to notify such Governmental Authority of the assumption of ownership of the Property by Grantor and Grantor shall become the principal contact with the Governmental Authority with respect to the Covered Contamination at, on, under or originating from the repurchased Property. Grantor shall continue to be bound by any of Grantee's obligations under any agreements or consent orders entered into with the Governmental Authority or other Governmental Authorities with respect to the Covered Contamination at, on, under or originating from the Property.

(ii) It is the intention of the parties that Grantor shall have the benefit of any funds placed in, or available pursuant to, the Remediation Agreement for the purpose of remediating the Covered Contamination from the Property and any funds available from the Purchaser's environmental insurance, if any, covering the repurchased Property, to continue remediation of the Covered Contamination after repurchase. The terms under which Grantor shall have access to such funds shall be by apportionment with funds allocated between property for which Grantee remains the owner and the Property, as evidence by written agreement between Grantor and Grantee.

(iii) Grantor's exercise of the Repurchase Option shall be in addition to, and not a substitution for, any other rights and remedies Grantor may have under the circumstances, including, but not limited to the right to be paid or reimbursed elsewhere provided by written agreement between Grantor and Grantee, including, but not limited to, repayment for remaining Remediation Costs.

4. Engineering and Institutional Controls

a. Grantee agrees and acknowledges that the conveyance of the Property is subject to the following covenants of Grantee and that these covenants were a material inducement to Grantor's sale and conveyance of the Property to Grantee. As part of the consideration of Grantor's sale and conveyance of the Property to Grantee, Grantee agrees that in developing the Property, Grantee shall, at its sole cost and expense, adopt and use all engineering and related technical assistance available and standard to the industry and any required by the Governmental Authority or Grantor to protect the health and safety of persons and that, depending upon the nature of Grantee's development of the Property, Grantee may need to consider the use of engineering

UNOFFICIAL COPY

controls to prevent the migration of vapors and/or liquids containing Contamination into any buildings, underground utilities or storm water retention/detention ponds, including without limitation, vapor installation systems, vapor barriers, sealed sumps and storm pond liners. At a minimum, Grantee agrees that it will construct any buildings and develop the Property in accordance with the following requirements, which are collectively referred to as the "Engineering and Institutional Controls."

(i) Slab on Grade. All buildings constructed on the Property shall be constructed slab on grade and shall have no living, working, storage or parking areas below grade. Notwithstanding the foregoing, below grade utilities and foundations are permitted, provided that Grantee protects them from vapor or liquid intrusion by installing an appropriate vapor/liquid barrier and vapor ventilation system, if required.

(ii) No Water Wells. The Property will never be used the Property for the purpose of obtaining from beneath the surface of the Property any water for any reason whatsoever from any ground water table or similar water basin accessed from the Property, except for Grantee's Remediation Activities.

(iii) Cessation of Use of Existing Wells. Any existing bore-water or groundwater wells located on the Property used for the purposes of obtaining water from beneath the surface of the Property, will be capped, disabled, and sealed, (except for Grantee's Remediation Activities) in accordance with all applicable Environmental Laws and industry standards and will not be re-opened and used at any time and must remain capped, disabled and sealed. Notwithstanding anything to the contrary in this Deed, if no municipal water connection is available for the Property, Grantee may continue to use any existing well currently in use subject to reasonable restrictions imposed by Grantor, such as the requirement for a filtration system.

(iv) Vapor Ventilation System. If, at any time, the Property is used for below grade activities other than simple storage with no residential use, Grantee will install, at its cost, into any below ground areas of the development an appropriate vapor ventilation system. Such vapor ventilation system shall be installed by a licensed contractor experienced in the installation of such systems. In addition, Grantee shall operate and maintain the vapor ventilation system to ensure that the system extracts appropriate levels of vapors so all applicable indoor air quality standards are met. Finally, Grantee shall annually test the air quality and the system to ensure the system is adequately extracting the appropriate levels of vapors to meet applicable indoor air quality standards. Such installation shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

(v) Impervious Liner. If, at any time, a new building foundation is installed on the Property ("New Foundation") that prior to commencing any construction related to the New Foundation, Grantee, at its sole cost, shall install an impervious liner under the New Foundation to act as an effective vapor barrier. Unless required by a Governmental Authority in connection with Remediation Activities, Grantee shall not be required to retrofit or install an impervious liner under the existing

UNOFFICIAL COPY

building foundation supporting the existing building on the Property as of the Effective Date ("Existing Foundation"). However, if after the Effective Date, the Existing Foundation is demolished and a new foundation is installed to replace it, then Grantee will be responsible for installing an effective vapor barrier. Such liner shall be installed by a licensed contractor experienced in the installation of such liners. In addition, Grantee shall maintain the liner so that it remains as an effective barrier. The liner shall be of the appropriate strength and quality and be resistant to hydrocarbons and shall be installed at an appropriate level beneath ground level. Such installation and maintenance of the liner shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

(vi) Such other Engineering and Institutional Controls to the Property which may be required by the Governmental Authorities, Environmental Laws, or other applicable laws, rules and regulations and/or recommended by the Selected Remediation Contractor or any subsequent Remediation Contractor.

b. Grantee's agreement to install and comply with the Engineering and Institutional Controls is a material inducement to Grantor for the sale and conveyance of the Property to Grantee.

c. Grantee's agreement to install and comply with any of the Engineering and Institutional Controls shall be specifically enforceable against the applicable Grantee-Related Parties. If Grantee, or any applicable Grantee-Related Party breaches these provisions regarding Engineering and Institutional Controls, Grantor shall have the right to enforce every remedy, either public or private, available at law and in equity against the Grantee and the applicable Grantee-Related Parties, including but not limited to injunctive relief and specific performance. All remedies provided herein, including without limitation, those at law or in equity, shall be cumulative and not exclusive. Any purchaser or successor owner of the Property shall take title to the Property subject to the terms of this Deed and the Engineering and Institutional Controls.

d. All of the covenants and agreements of Grantee set forth herein regarding the Engineering and Institutional Controls, including without limitation Grantor's right of enforcement, shall be covenants running with the land and binding upon the Property, Grantee and the Grantee-Related Parties, as applicable and that Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof, without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to procure these Engineering and Institutional Controls from any subsequent purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property and these Engineering and Institutional Controls shall be inserted into and made a part of any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

5. Grantor's Reservation of Access

UNOFFICIAL COPY

a. This conveyance is made by Grantor and accepted by Grantee subject to the following reservation by Grantor of a right of access to the Property, commencing as of the Effective Date. Grantor, for itself and for the Grantor-Related Parties, reserves the right of access to the Property on and after the Effective Date, and Grantee on behalf of itself and the Grantee-Related Parties grants to Grantor and the Grantor-Related Parties access to the Property on and after the Effective Date, at no cost to Grantor, as Grantor and Grantor-Related Parties may require to the Property to undertake any environmental assessment, investigation, testing and Remediation Activities that Grantor or the Grantor-Related Parties deems necessary in its sole discretion. Such access shall include, but is not limited to, the right to conduct tests, take groundwater or soil samples, excavate, remove, dispose of Tanks, and soil, and treat the soil and groundwater, conduct and/or continue environmental investigation, testing and Remediation Activities, and undertake such other actions as Grantor or the Grantor-Related Parties deems necessary in its sole discretion. Grantor shall use commercially reasonable efforts to minimize disruption of the Grantee's business activities during any demolition, Tank removal, Remediation Activities, soil removal and other activities. Grantee shall provide Grantor and the Grantor-Related Parties with exclusive access rights to the Property to observe and/or confirm Grantee's or Grantee-Related Parties' timely discharge of Grantee's or Grantee-Related Parties' upgrade obligations with respect to Tanks and/or Remediation Activities undertaken by or on behalf of Grantee or any Grantee-Related Party. Grantor or Grantor-Related Parties shall provide Grantee as much advance notice as reasonably practical of all potentially disruptive or intrusive activities to be undertaken on the Property; such notice may be in the form of a periodic written schedule of activities delivered from time to time. No advance notice shall be required for non-disruptive activities such as periodic monitoring of wells on the Property, if any. Grantee hereby agrees to indemnify, defend and hold Grantor and Grantor-Related Parties harmless from all Claims made, incurred or assessed against Grantor and Grantor-Related Parties by any persons or entities including, without limitation, the Governmental Authorities, as a result, directly or indirectly, of Grantee's or any Grantee-Related Party's failure to provide access to Grantor or any Grantor-Related Party. Grantee, for itself and the Grantee-Related Parties, releases Grantor and Grantor-Related Parties from and against all Claims, including but not limited to those for loss of business and/or consequential damages associated with or arising out of Grantor's or any Grantor-Related Party's access to the Property on or after the Effective Date.

b. Grantee agree that any sale, transfer, conveyance or assignment of its interest in the Property or any part thereof or any lease, license or right to occupy or use the Property or any part thereof will be subject to Grantee and Grantee-Related Parties' reserving access rights to the Property, which will be a covenant running with the land.

c. Grantee agrees that Grantor and Grantor-Related Parties' reservation of access set forth in this Deed shall be a covenant that runs with the land herein conveyed. The Grantor's rights and benefits of this reservation of access is personal to Grantor, inuring to the benefit of Grantor, its Affiliates, Grantor-Related Parties, and their successors and assigns. Grantee agrees that any sale, transfer or assignment of its interest in the Property or any part thereof or any lease, license or right

UNOFFICIAL COPY

to occupy or use the Property or any part thereof shall be subject to Grantor's and Grantor-Related Parties' reservation of access, which shall be a covenant running with the land.

6. Maintenance of Records

a. Grantee shall maintain daily inventory and Tank maintenance records for the Property as required to comply with all applicable laws, rules and regulations. Grantee shall deliver legible copies of such records to Grantor within two (2) days of Grantor's request for such records. Grantor shall have the right to review these records as Grantor deems necessary. Grantee shall use, maintain, repair and keep in good order the existing remote monitoring system (e.g. a Veeder-Root system) or a comparable monitoring system for the Tanks and lines located on the Property.

Within thirty (30) days after Grantor's request, Grantee shall deliver to Grantor legible copies of "as built" surveys or construction plans which show the location of any Tanks, any underground piping or other improvements installed or constructed by Grantee.

b. All of the covenants and agreements of Grantee set forth herein regarding the Maintenance of Records shall be covenants running with the land and binding upon the Property, Grantee and the Grantee-Related Parties, as applicable and that Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to maintain these records from any subsequent purchaser, transferee, assignee, lessee, occupier or any other person or entity having the right to use the Property and this obligation to maintain records shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

7. Covenants Running with the Land

The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise herein) shall inure to the benefit of the Parties, their subsidiaries, Affiliates, legal representatives, heirs, successors and assigns, as applicable. The intention of the parties is that the covenants and restrictions are intended to last in as set forth in this Deed or for so long as the covenants serve their purposes.

8. Proration of Taxes

Ad valorem taxes and special assessments, if any, against the Property for the year in which the Effective Date occurs will be pro-rated between Grantor and Grantee as of the Effective Date of this Deed, and Grantee hereby assumes and agrees to pay same.

9. Rights and Remedies

UNOFFICIAL COPY

Grantor shall have all rights and remedies available at law or in equity for any breach by Grantee or any successor or assign of Grantee of the above covenants and agreements. Without limiting the foregoing, Grantor may specifically enforce against Grantee and any subsequent owner, user or occupier of the Property the obligations and agreements set forth above.

10. Duration; Enforcement

In the event that a court of competent jurisdiction determines that any particular provision in this deed is unenforceable or invalid, such invalidity or unenforceability shall not render unenforceable or invalid this Deed as a whole or serve to render the other provisions herein invalid or unenforceable.

Grantor, by executing this Deed, hereby accepts the covenants and provisions of this deed and agrees to be bound by such covenants and provisions.

11. Definitions

The following definitions are used in this Deed:

a. **"Affiliate(s)"**

The term Affiliate means, with respect to Grantor:

- (i) any parent of Grantor;
- (ii) any company or partnership in which Grantor or any parent of Grantor now or hereafter owns or controls, directly or indirectly, more than fifty percent (50%) of the ownership interest having the right to vote or appoint its directors or functional equivalents ("**Affiliated Company**");
- (iii) any joint venture in which Grantor, any parent of Grantor, or an Affiliated Company has an ownership interest and/or is the operator; and
- (iv) any successor in interest to (i) through (iii) above.

The term **Affiliate** means, with respect to Grantee, any Person directly or indirectly controlling, controlled by, or under common control with, Grantee, including any other Person directly or indirectly controlling, controlled by, or under common control with such Person. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any Person, whether through the ownership of voting securities or by contract or otherwise.

b. **"Claims"** (or individually a **"Claim"**) means any pending or threatened suit, claim, loss, cost, obligation, damage, liability, payment, fine, penalty, cause of action, litigation, judgment (including, but not limited to, expert fees and

UNOFFICIAL COPY

attorneys' fees awarded as part of a judgment), lien or expense (including, but not limited to, reasonable attorneys' fees and other litigation expenses), whether known or unknown, that may be alleged or brought by any person, Governmental Authority or governmental entity, or any administrative, arbitration, or governmental proceeding, investigation or inquiry affecting or arising out of any asset or right that is a subject of this Deed.

c. **"Contamination"** means the presence, whether known or unknown, at, on, under, originating or migrating from the Property of any chemical, compound, material, substance or other matter that: (a) is a flammable, corrosive, explosive, hazardous, toxic or regulated material, substance or waste, or other injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; or (b) is controlled, designated in, regulated or governed by any Environmental Law. "Contamination" also shall include any increase in Contamination.

d. **"Covered Contamination"** means Contamination of a specific type and amount that satisfies all of the following conditions: (a) existed prior to the Effective Date; (b) was caused by, resulted from or arose from Grantor's operations prior to the Effective Date; and (c) is required to be remediated to industrial/commercial standards by a Governmental Authority pursuant to Environmental Laws existing and enforceable on the Effective Date.

e. **"Environmental Law" or "Environmental Laws"** means any and all federal, state, or local laws, common law, statutes, ordinances, rules, decrees, orders, or regulations relating to the environment, hazardous substances, materials, or waste, toxic substances, pollutants, or words of similar import, or environmental conditions at, on, under, or originating or migrating from the Property, or soil, water and groundwater conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 5901, et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. §§ 2601, et seq., the Clean Air Act, as amended, 42 U.S.C. §§ 1857, et seq., the Federal Water Pollution Control Act, as amended, 42 U.S.C. §§ 1251, et seq., the Federal Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq., any amendments to the foregoing, and any applicable federal, state or local laws, common law, statutes, ordinances, rules, decrees, orders or regulations.

f. **"Fixed Price Contract"** means the agreement between the Grantee and the environmental engineering firm chosen to be responsible for conducting Remediation Activities at the Property.

g. **"Grantee-Related Parties"** means Grantee, its parent, subsidiaries, and Affiliates, and their respective owners, officers, directors, employees, agents, divisions, contractors, invitees, servants, representatives, successors and assigns, (and, if Grantee is a natural person, its heirs and legal representatives) and any lessee, licensee, occupier, user or subsequent owner of the Property.

UNOFFICIAL COPY

h. **“Grantor-Related Parties”** means Grantor, its subsidiaries, and Affiliates and their respective owners, officers, directors, employees, agents, divisions, contractors, invitees, servants, representatives, successors and assigns.

i. **“Governmental Authority”** or **“Governmental Authorities”** means any governmental (federal, state, local or other), regulatory, judicial, or other competent authority, including without limitation, an authority responsible for the administration or collection of any tax; a body or self-regulating entity responsible for the administration of Environmental Laws including, with respect to remediation, Remediation Activities and determining NFR Status, those qualified environmental contractors and consultants given specific authority to administer or implement Environmental Laws; a body or self-regulating entity responsible for any or all parts of the energy sector; and a body or self-regulating entity responsible for planning and related legislative activities. **“Governmental Authority”** includes any person appointed by any of the foregoing to carry out an investigation or an inquiry.

j. **“No Further Remediation Status”** or **“NFR Status”** means either (i) a written determination received from the Governmental Authority having jurisdiction over the Property or Remediation Activities that no further remedial activities are required to meet applicable industrial/commercial clean-up standards (excluding periodic monitoring) under applicable Environmental Laws; or (ii) when all necessary remedial activities have been completed to meet applicable industrial/commercial clean-up standards pursuant to a workplan approved by the appropriate Governmental Authority if the applicable Environmental Laws do not provide for such a written determination. If Grantee is unable to achieve (i) or (ii) above, only then No Further Remediation Status or NFR Status means when all necessary remedial activities have been completed under applicable Environmental Laws to meet applicable industrial/commercial clean-up standards pursuant to a remedial investigation, remediation, or other environmental response workplan approved by the appropriate Governmental Authority if the Governmental Authority has unreasonably delayed or refused to provide such a written determination.

k. **“Person”** means any individual, partnership (whether general or limited), limited liability company, corporation, trust, estate, unincorporated association, nominee, joint venture or other entity that is given, or is recognized as having, legal personality by the law of any jurisdiction, country, state or territory. **“Person”** includes any emanation of a sovereign state or government, whether national, provincial, local or otherwise, any international organization or body (whether or not having legal personality), and any other juridical entity, in each case wherever resident, domiciled, incorporated or formed.

l. **“Remediation Activities”** or **“Remediation Activity”** means any site investigation, study, assessment, testing, monitoring, containment, removal, disposal, closure, corrective action, remediation (whether active or passive), natural attenuation, bioremediation, response, treatment, cleanup or abatement work, and operations and maintenance, whether on-site or off-site, of Contamination required to achieve NFR Status.

UNOFFICIAL COPY

m. **“Tank” or “Tanks”** means and refers to the storage tanks and associated lines and piping used for the storage of petroleum products or other products or materials and located at, on or under the Property, including all orphaned tanks, whether maintained or unmaintained, and tanks previously used, currently used or intended to be used in the operation of a service station.

[SIGNATURES ARE ON THE FOLLOWING PAGES]

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

UNOFFICIAL COPY

IN WITNESS WHEREOF, Grantor and Grantee have signed this Deed this 2nd day of December, 2010, but this Deed is effective as of the 2nd day of December, 2010 (the "Effective Date").

Signed, sealed and delivered in the presence of:

GRANTOR:

Witness:

By: Kelly G. Levan
Name: Kelly G. Levan

EXXONMOBIL OIL CORPORATION

By: [Signature]
Name: George R. Garner
Title: Attorney in Fact
Date: 12/2/10

GRANTEE:

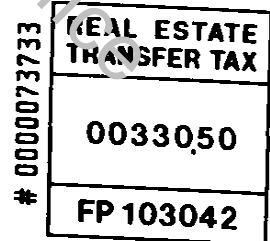
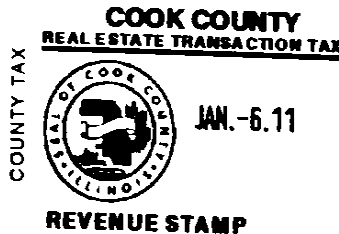
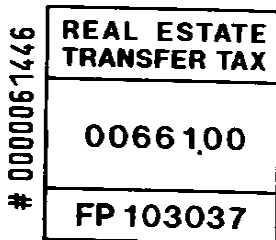
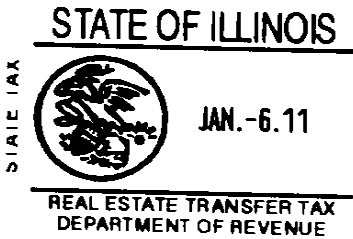
Witness:

By: Kelly G. Levan
Name: Kelly G. Levan

BUCHANAN ENERGY (N), LLC

By: [Signature]
Name: Steven Buchanan
Title: Managing Member
Date: 12/2/10

[acknowledgements appear on following page]



UNOFFICIAL COPY

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF FAIRFAX)

On the 2 day of Dec., in the year 2010 before me, the undersigned, a notary public in and for said State, personally appeared G. R. Graw, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.



Kanithea Lavatte Powell
Notary Public

My Commission Expires: 3/31/2012

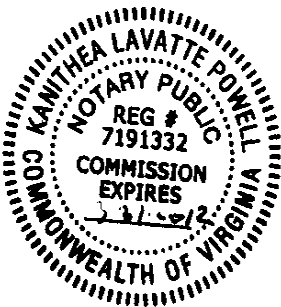
COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF FAIRFAX)

On the day of 2, Dec., in the year 2010 before me, the undersigned, a notary public in and for said State, personally appeared Stuart B. ..., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

SEAL

Kanithea Lavatte Powell
Notary Public

My Commission Expires: 3/31/2012



UNOFFICIAL COPY

EXHIBIT A TO DEED
Legal Description

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE # 12680

1712 W ALGONQUIN RD., ARLINGTON HEIGHTS, IL.

TAX PARCEL NUMBER: 08-08-401-029-0000

THAT PART OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER OF ALGONQUIN ROAD, AS TRAVELED, ON THE EAST LINE OF SAID SECTION 8, 1480.20 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 8, THENCE NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST, 420 FEET ALONG THE CENTER OF SAID ROAD AS TRAVELED; THENCE NORTH 69 DEGREES 00 MINUTES 00 SECONDS WEST, 490 FEET ALONG THE CENTER OF SAID ROAD AS TRAVELED; THENCE NORTH 68 DEGREES 10 MINUTES 00 SECONDS WEST, 210.51 FEET ALONG CENTER OF SAID ROAD, AS TRAVELED, FOR THE PLACE OF BEGINNING, THENCE NORTH 00 DEGREES, 18 MINUTES 30 SECONDS WEST, 247.18 FEET; THENCE NORTH 71 DEGREES 05 MINUTES 45 SECONDS WEST, 180.03 FEET; THENCE SOUTH 00 DEGREE 18 MINUTES 30 SECONDS EAST 237.18 FEET TO THE CENTER OF ALGONQUIN ROAD, AS TRAVELED; THENCE SOUTH 63 DEGREES 10 MINUTES 00 SECONDS EAST, 183.53 FEET ALONG CENTER OF SAID ROAD, AS TRAVELED, TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART FALLING IN ALGONQUIN ROAD AS DEDICATED BY DOCUMENT NUMBER 11195779 RECORDED FEBRUARY 2, 1932, IN COOK COUNTY, ILLINOIS.

ALSO BEING DESCRIBED AS:

THAT PART OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER OF ALGONQUIN ROAD, AS TRAVELED, ON THE EAST LINE OF SAID SECTION 8, 1480.20 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST, 420 FEET ALONG THE CENTER OF SAID ROAD AS TRAVELED; THENCE NORTH 69 DEGREES 00 MINUTES 00 SECONDS WEST, 490 FEET ALONG THE CENTER OF SAID ROAD AS TRAVELED; THENCE NORTH 68 DEGREES 10 MINUTES 00 SECONDS WEST, 210.51 FEET ALONG CENTER OF SAID ROAD, AS TRAVELED; THENCE NORTH 00 DEGREES 18 MINUTES 30 SECONDS WEST, A DISTANCE OF 85.70 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 54 DEGREES 17 MINUTES 53 SECONDS WEST, A DISTANCE OF 34.75 FEET; THENCE NORTH 71 DEGREES 05 MINUTES 45 SECONDS WEST, A DISTANCE OF 150.03 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 30 SECONDS WEST, A DISTANCE OF 192.11 FEET; THENCE SOUTH 71 DEGREES 05 MINUTES 45 SECONDS EAST, A DISTANCE OF 180.03 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NEW WILKE ROAD; THENCE SOUTH 00 DEGREES 18 MINUTES 30 SECONDS EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 162.31 FEET TO THE POINT OF BEGINNING.