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After Recording, Return To:

Name: LACY + ASSOCIATES, LLC
Address: TWO MID AMERICA PLAZA, #800
OKLAHOMA TERRACE, IL 60181

Doc#: 1102731058 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/27/2011 03:34 PM Pg: 1 of 8

This Instrument Was Prepared By:

Reesa D. Hedrick, Esq.
Shannon, Martin, Finkelstein & Alvarado, P.C.
1001 McKinney Street, Suite 1100
Houston, Texas 77002

SPECIAL WARRANTY DEED

This Special Warranty Deed, dated to be effective as of the 29th day of December, 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 Harvey Petroleum, Inc., an Illinois corporation, with offices located at 14700 Wood St., Harvey, IL 60426 ("Grantee").

witnesseth:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, 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 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, all mineral and royalty rights whatsoever, in, on, under and pertaining to the Premises and the right to explore for, develop and produce same, as well as the right to lease 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 purpose, except with respect to current activities at and any existing contractual or leasehold rights granted to third parties. 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

Cost Center: # 137054
15901 Dixie Hwy.
Harvey, IL

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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 affecting same 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. Brand Covenant.

(a) Subject to Paragraph 2(c) below, for a period of twenty (20) years from and after the Effective Date of this Restrictive Covenant ("Brand Covenant Period"), Buyer agrees that if motor fuel is stored, advertised or sold at or from the Premises, the motor fuel stored, advertised or sold MUST BE Purchased from seller, or seller's successors or assigns, and shall be sold under the "Shell" trademark ("Brand Covenant"); provided, that unbranded diesel fuel may be stored, advertised or sold at or from the Premises. Additionally, the premises must be operated pursuant to the terms and conditions of the supply agreement, or its replacement. the Brand Covenant shall expire automatically upon the expiration of the Brand covenant period without the need for filing a release or other action of either Seller or buyer. During the Brand Covenant Period, the Premises may not be operated, used or improved in a manner that violates the Brand Covenant.

(b) Buyer shall use, improve, lease, sell, encumber or transfer the Premises subject to the Brand Covenant. Buyer may not assign its rights or obligations under the Brand Covenant without the prior written consent of Seller. The Brand Covenant runs with the land or leasehold interest, as applicable, will appear as a recorded item in the real property records for the area in which the Premises is located, and is for the benefit of, and binds, the successors in interest and permitted assigns of Buyer. During the Brand Covenant Period, any lease, sale, permitted assignment, transfer or conveyance of all of any part of the Premises shall be made expressly subject to the Brand Covenant and any such conveyance document shall include the Brand Covenant until the Brand Covenant expires by its own terms. Seller'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.

Grantee's acceptance of the Deed to the Premises evidences Grantee's acceptance of and agreement to the Brand Covenant, and Grantee acknowledges that Grantee has received adequate and sufficient consideration for Grantee's acceptance of and agreement to the Brand Covenant. Any failure to enforce, or waiver of, any breach of, the Brand Covenant shall not constitute a waiver of the Brand 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 Brand Covenant shall not preclude the exercise of any other remedy for any breach of the Brand Covenant.

(c) Buyer will be excused from complying with the Brand Covenant if Seller 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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(d) In the event of any violation or threatened violation of the Brand Covenant by Buyer, for any reason whatsoever, Seller, and its successors and assigns, shall have the right in addition to any other remedies or actions that may be available to enforce the terms of the Brand Covenant, at law or in equity, to enjoin such violation or threatened violation.

(e) The Brand Covenant survives Closing and Articles 2(a)-(d) will be incorporated into the Deed.

2. Access. 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.

3. Use Restriction. Grantee covenants and agrees that it shall not install and Grantee shall prevent any subsequent grantee, tenant or holder of the Premises from installing, at the Premises (a) any well or other tank, pump or related equipment for the storage or use of potable water; and/or (b) any type of basement.

Grantee also covenants and agrees that it shall not improve or use, and Grantee shall prohibit any subsequent grantee, tenant or holder of the Premises from using or improving, the Premises for (a) residential purposes or use (including multi-family residential uses, orphanage, nursing or assisted living facility); (b) hospital; (c) park; (d) playground; (e) day care; (f) school or (g) child care facility. Notwithstanding the foregoing, using or improving the Premises for high rise residential purposes is expressly permitted.

Grantee further covenants and agrees that it shall, and it shall require any subsequent grantee, tenant or holder of the Premises to (a) maintain on the Premises an asphalt or concrete cap to prevent access to the native soils; and (b) dispose of all soil or groundwater removed from the Premises in accordance with all applicable Environmental Laws, Law, statutes, rules and regulations. (collectively all of these covenants shall be defined herein as "Use Restrictions")

Each of these Use Restrictions shall run with the Premises, and pass with each and every portion of the Premises, and shall apply to and bind the respective successors in interest, assigns and transferees, and subsequent owners of any interest thereof. Grantee agrees and acknowledges that each of these Use Restrictions shall be set out in the Deed conveying the Premises. Grantee agrees to include these Use Restrictions in any conveyance, lease or transfer of the Premises to a successor in interest, grantee, lessee or transferee.

NOTWITHSTANDING THE FOREGOING REPRESENTATIONS AND WARRANTIES, GRANTEE ACKNOWLEDGES AND AGREES THAT THE SALE OF THE ASSETS FROM GRANTOR TO GRANTEE, INCLUDING, WITHOUT LIMITATION, ALL STRUCTURES, FIXTURES, EQUIPMENT AND OTHER PERSONAL PROPERTY, IS MADE ON AN "AS IS, WHERE IS" BASIS AND WITH ALL FAULTS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN THE ASSET PURCHASE AND SALE AGREEMENT BETWEEN GRANTOR AND GRANTEE, 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, PAST, PRESENT, OR FUTURE, OF, AS TO, RELATING TO, CONCERNING OR WITH RESPECT TO

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(A) THE VALUE, NATURE, QUALITY OR PRESENT OR FUTURE CONDITION OF THE ASSETS, INCLUDING, WITHOUT LIMITATION, THE PREMISES, (B) THE COMPLIANCE OF OR 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 ASSETS, INCLUDING, WITHOUT LIMITATION, THE PREMISES, OR (D) ANY OTHER MATTER WITH RESPECT TO THE ASSETS. GRANTOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE ASSETS OR THE OPERATION THEREOF FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF GRANTOR, INCLUDING, WITHOUT LIMITATION, ANY AGENT, BROKER OR SALESPERSON.

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.

[Signatures appear on the following page.]

Property of Cook County Clerk's Office

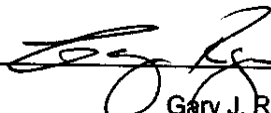
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IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed on the day and year first above written.

"GRANTOR":

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

[LLC Seal]

By: 
Name: Gary J. Ragusa
NA Real Estate Manager
Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The within and foregoing instrument was acknowledged before me this 9th day of December, 2010, by Gary J. Ragusa, the NA Real Estate of Equilon Enterprises LLC, a Delaware limited liability company doing business as Shell Oil Products US, on behalf of said limited liability company.

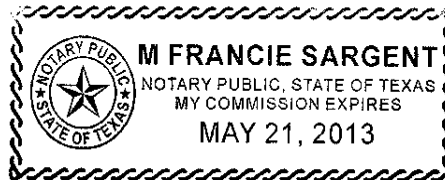
MANAGER

Witness my hand and official seal.

My commission expires:

M. Francie Sargent
NOTARY PUBLIC

Printed Name: _____



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AGREED AND ACCEPTED:

"GRANTEE":

HARVEY PETROLEUM, INC.,
an Illinois corporation

By: [Signature]

Name: THOMAS SIMON

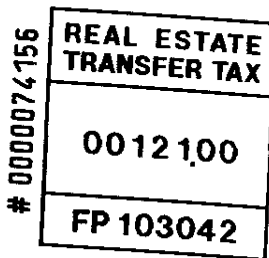
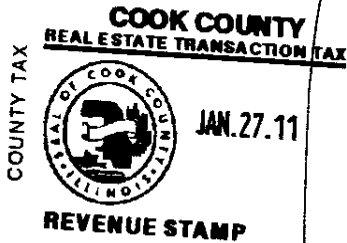
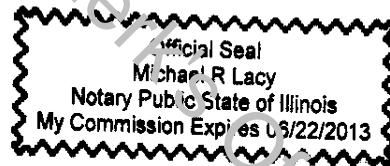
Title: president

STATE OF Illinois)
COUNTY OF DUPAGE) SS.

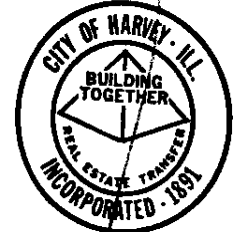
On this 20 day of December, 2010, before me appeared THOMAS SIMON, to me personally known, who, being by me duly sworn did say that he is the PRESIDENT of Harvey Petroleum, Inc., an Illinois corporation and that said instrument was signed on behalf of said CORPORATION.

[Signature]
NOTARY PUBLIC
Print Name:

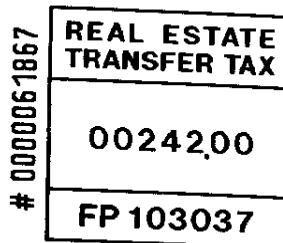
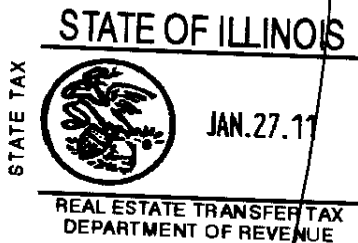
Notary Public in and for the State of
My commission expires: 6/22/2013



\$242,000.



No 19523



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EXHIBIT A

Legal Description of Premises

LOT 1 IN EQUIVA'S HARVEY SUBDIVISION OF THAT PART OF THE NORTH 5 ACRES OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO AND VINCENNES ROAD (DIXIE HIGHWAY) ACCORDING TO THE PLAT RECORDED December 5, 2003 AS DOCUMENT NUMBER 0333744146, IN COOK COUNTY ILLINOIS.

Tax Parcel ID No. (PIN) 29-19-106-015-0000

CC# 137054, 15901 Dixie Highway, Harvey, Illinois

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EXHIBIT B

Permitted Encumbrances

CC# 137054
15901 Dixie Hwy.
Harvey, IL

1. The lien for real property taxes for the year 2010 and any liens for special assessments which as of the date hereof, due and payable.
2. Terms, provisions and conditions of the No Further Remediation Letter recorded September 14, 1999 as Document 99871352.
3. Terms, provisions, conditions and limitations of the Access Agreement dated December 14, 2000 and recorded April 6, 2001 as Document Number 0010278039 made by and between Equilon Enterprises LLC, a Delaware limited liability company and Cherokee Festival Holdings, LLC.
4. Terms and conditions of the Environmental Baseline recorded April 6, 2001 as Document 0010278040.
5. Grant of Easement made by Chicago City Bank and Trust Company, an Illinois Corporation, as Trustee under Trust Number 11441 to City of Harvey, its successors and assigns, the right, easement, permission and authority over the South 10 feet and the West 10 feet of the land to install, operate, use, maintain, inspect, repair, replace, relocate, renew and remove underground lines, mains, etc. recorded November 30, 1989 as Document 89571622.
6. Easement in favor of Commonwealth Edison Company and Ameritech, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the plat recorded/filed as Document No. 0333744146, affecting the East 7.5 feet and the South 7.5 feet of the land.
7. Restrictive covenants contained in Document recorded by Equilon Enterprises LLC, August 26, 2005 as Document Number 0523845079.
8. Lis Pendens Notice recorded by the Department of Transportation of the State of Illinois recorded May 25, 2007, as Document No. 0714560096, putting the public on notice that a condemnation case has been filed to acquire, by Eminent Domain, the following described property:

That Part of Lot 1 aforesaid described as follows:
Commencing at the southwest corner of said Lot 1; Thence on an assumed bearing of North 14 Degrees 10 minutes 42 seconds West along the Westerly line of said Lot 1, a distance of 32.77 feet to the point of beginning; Thence continuing North 14 degrees 10 minutes 42 seconds West along the Westerly line of said Lot 1, a distances of 147364 feet; Thence North 75 degrees 49 minutes 18 seconds East, 1968 feet to the point of beginning. (Parcel 0DE3008TE)
9. Any and all matters reflected on a Survey prepared by First American Professional Land Services, dated September 24, 2010.