



Doc#: 1103544093 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/04/2011 02:45 PM Pg: 1 of 5

## GENERAL WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS:** that True North Energy, LLC, a Delaware limited liability company, for valuable consideration paid, grants with general warranty covenants to Hasan Oil Company, LLC, an Illinois limited liability company, whose tax mailing address is 2801 North Ashland Avenue, Chicago, IL 60657, the following described real property:

See Exhibit "A" attached hereto and made a part hereof.

Commonly known as 2801 North Ashland Avenue, Chicago, IL 60657

Tax Parcel #s 14-29-128-003-0000 Vol. 487, 14-29-128-004-0000 Vol. 487,  
and 14-29-128-005-0000 Vol. 487

Prior Instrument Reference: Cook County Recorder of Deeds Doc # 1007026266

### **Subject to:**

1. Easements, covenants, conditions and restrictions of record; zoning ordinances, building and other laws, ordinances and other regulations; and taxes and assessments (general and special) due and payable after the date hereof.

2. From and after the Effective Date until October 1, 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 the certain Branding and Product Purchase Commitment Agreement dated as of the Effective Date, by and between Grantor and Equilon Enterprises LLC dba Shell Oil Products US, a Delaware limited liability company ("**Equilon**") ("**Branding Agreement**"). The Brand Covenant shall expire automatically on the Termination Date without need for filing a release, or other action of Equilon, 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, shall be a covenant running with the land. 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.

3. Until the Termination Date, Equilon has retained 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

First American Title Order

3 of 7

NLS 461776  
AKALAS

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City of Chicago  
Dept. of Revenue

608696



Real Estate  
Transfer  
Stamp

\$10,762.50

1/21/2011 12:26

600370

Batch 2,342,714

Property of Cook County Clerk's Office

STATE OF ILLINOIS

STATE TAX



FEB.-4.11

REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE

# 0000061996

REAL ESTATE  
TRANSFER TAX

01025.00

FP 103037

COOK COUNTY

REAL ESTATE TRANSACTION TAX

COUNTY TAX



FEB.-4.11

REVENUE STAMP

# 0000074285

REAL ESTATE  
TRANSFER TAX

00512.50

FP 103042

Office

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other action of Equilon, Grantor or Grantee. The terms of the Right of First Refusal are set forth in Exhibit C to the Special Warranty Deed dated March 8, 2010 conveying the Premises from Equilon to Grantor and recorded in the Cook County Recorder's Office as Document No. 1007441137.

4. Grantee has granted a right of access to Grantor and Equilon 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.

5. 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; that all soil and groundwater removed from the Premises will be disposed of in accordance with all applicable environmental laws, statutes, rules and regulations; Grantor may record against the Premises such No Further Remediation Letters or similar documents ("NRF Letters") issued by the government agency having jurisdiction over the Premises; and Grantee will comply with all terms and conditions of such NRF Letters.

6. Grantor and Grantee intend and agree that each of the Covenants Nos. 2, 3, 4 and 5, above, shall be covenants running with the land. 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 Grantee 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.

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 restriction, 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

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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.

Executed by W. G. Lyden, III, CEO of The Lyden Company, Member of True North Energy, LLC, a Delaware limited liability company, this 10<sup>th</sup> day of January, 2011.

**True North Energy, LLC,**  
a Delaware limited liability company  
By: The Lyden Company, Its Member

By: *W. G. Lyden, III*  
W. G. Lyden, III, CEO

State of Ohio )  
) SS:  
County of Lucas )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 2011, by W. G. Lyden, III, CEO of The Lyden Company, Member of True North Energy, LLC, a Delaware limited liability company, on behalf of the limited liability company.

*Ann M. Sella*  
Notary Public

*This Instrument Prepared By:*  
Patricia G. Lyden, Esq.  
Lyden, Liebenthal & Chappell, Ltd.  
5470 Main Street, Suite 300  
Sylvania, OH 43560



ANN M. SELLA  
Notary Public, State of Ohio  
Commission Expires 7-15-2011

*Mail To:*  
*William A Deitch*  
*600 W. Roosevelt Rd.*  
*Wheaton, IL 60187*

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## Exhibit "A" Legal Description

### PARCEL 1:

LOT 3 (EXCEPT THAT PART TAKEN FOR THE WIDENING OF NORTH ASHLAND AVENUE) IN THE RESUBDIVISION OF LOTS 10, 11, 12 AND 13 AND THE SOUTH 16.35 FEET OF LOT 14 IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173 FEET OF THE EAST 483 FEET) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY. S DIVISION OF THE SOUTHWEST HALF OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1902, AS DOCUMENT 3209723, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOT 4 (EXCEPT THAT PART TAKEN FOR THE WIDENING OF NORTH ASHLAND AVENUE) IN THE RESUBDIVISION OF LOTS 10, 11, 12 AND 13 AND THE SOUTH 16.35 FEET OF LOT 14 IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173 FEET OF THE EAST 483 FEET) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY. S DIVISION OF THE SOUTHWEST HALF OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1902, AS DOCUMENT 3209723.

### PARCEL 3:

LOT 5 (EXCEPT THAT PART TAKEN FOR THE WIDENING OF NORTH ASHLAND AVENUE) IN THE RESUBDIVISION OF LOTS 10, 11, 12 AND 13 AND THE SOUTH 16.35 FEET OF LOT 14 IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173 FEET OF THE EAST 483 FEET) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY. S DIVISION OF THE SOUTHWEST HALF OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1902, AS DOCUMENT 3209723.

Commonly known as 2801 North Ashland, Chicago, IL