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Doc#: 1123750050 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/25/2011 02:45 PM Pg: 1 of 8

This instrument prepared by:

Daniel D. Drew
Daniel D. Drew, PC
1415 W. 22nd Street, Tower Floor
Oak Brook, Illinois 60523

When recorded, return Deed to:

Radivoje Tupanjac
Dundee 53 LLC
1393 E Dundee Road
Palatine, Illinois 60074

Send Tax Statement to:

Radivoje Tupanjac
Dundee 53 LLC
1393 E Dundee Road
Palatine, Illinois 60074

(The Above Space for Recorder's Use Only)

Special Warranty Deed

THE GRANTOR, B&R General Construction and Development, Inc., an Illinois corporation, having a principal place of business at 1393 E Dundee Road, Palatine, Illinois 60074, for and in consideration of TEN AND NO/100 DOLLARS, and other good and valuable consideration in hand paid,

GRANTS, CONVEYS and WARRANTS to Dundee 53 LLC, an Illinois limited liability company, having a principal place of business at 1393 E Dundee Road, Palatine, Illinois 60074 ("Grantee"), the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

See attached Exhibit A for legal description

Permanent Real Estate Index Number(s): 02-12-200-013-0000

Address of Real Estate: 1393 E Dundee Road, Palatine, Illinois 60074

together with all rights, privileges and appurtenances thereto and all buildings and land improvements thereon (collectively, the "Premises");

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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.
- c) 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.

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) no residential use (including nursing home or assisted living facility) on the Premises, (d) no school, day care or child care facility on the Premises, (e) an asphalt or concrete cap will be maintained on the Premises to prevent access to the native soils, (f) all soil or groundwater removed from the premises will be disposed of in accordance with all applicable environmental laws, statutes, rules and regulations, (g) Grantor may hereafter record against the Premises such No Further Remediation letters or similar documents (collectively "NFR Letters") issued by the Illinois Environmental Protection Agency or other 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 (h) 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.

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

- (i) Covenants and restrictions contained in the Special Warranty Deed With Brand Covenant, recorded with the Cook County Recorder of Deeds as document number 1029944098 on October 26, 2010 ("Deed").
- (ii) Covenants and restrictions contained in the Access Agreement Granting Right of Entry, recorded with the Cook County Recorder of Deeds as document number 1029944099 on October 26, 2010. ("Access Agreement").

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(iii) Obligation of Purchaser, as defined therein, to provide insurance regarding underground storage tanks, as set forth in Article 7.4 of that certain Offer to Purchase Premises between Equilon Enterprises LLC and Grantor dated August 3, 2010 ("Contract"). Article 7.4 is attached hereto as Exhibit B and this restriction is limited to obligations as attached hereto.

Grantee agrees to perform the obligations of Grantor pursuant to the terms of the Deed, Access Agreement and Contract.

Each of the foregoing covenants and 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 thereof.

SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor shall defend title to the Premises against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.

DATED this 26 day of May, 2011

Grantor

B&R General Construction and Development, Inc.

By: 

Its: President

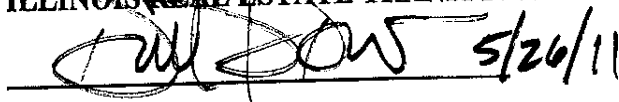
Agreed and Accepted by Grantee:

Dundee 53, LLC

By: 

Its: President

THIS DEED IS EXEMPT UNDER THE PROVISIONS OF SECTION 4e OF THE ILLINOIS REAL ESTATE TRANSFER ACT.

 5/26/11

Date

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State of Illinois, County of Cook ss:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that BRANKO TUPANJAC personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as PRESIDENT of B&R General Construction and Development, Inc., as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of MAY, 2011.

[Signature]
Notary Public

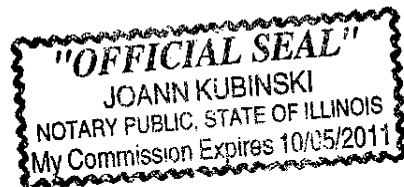


State of Illinois, County of Cook ss:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Radivoje Tupanjac, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as Manager of Dundee 53 LLC, as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of MAY, 2011.

[Signature]
Notary Public



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EXHIBIT A

DESCRIPTION OF PREMISES

1
THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS::

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION 198.68 FEET, THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 82 DEGREES 41 MINUTES 4 SECONDS TO THE RIGHT OF A PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 78.11 FEET TO A POINT, SAID POINT BEING THE PLACE OF BEGINNING OF A TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 53 DEGREES 43 MINUTES 25 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 145.0 FEET; THENCE WESTERLY AT AN ANGLE OF 46 DEGREES 23 MINUTES 50 SECONDS TO THE LEFT OF A PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 200 FEET ALONG A LINE WHICH INTERSECTS THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 AT A POINT 101.15 FEET SOUTH OF THE NORTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH AT RIGHT ANGLES TO LAST DESCRIBED LINE 200.00 FEET; THENCE EAST AT RIGHT ANGLES 200-00 FEET; THENCE NORTHEASTERLY 137.95 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

02-12-200-013

Clerk's Office

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EXHIBIT B

7.4 **Environmental Insurance.** If Purchaser purchases the UST System, Purchaser must purchase and maintain the environmental insurance referenced in this Article 7.4. Equilon is not obligated to close the transaction contemplated by this Offer if Purchaser has not purchased the environmental insurance policy by the Closing Date and provided evidence of insurance to Equilon and such failure shall be a Purchaser default and Equilon shall have the right to terminate this Offer immediately and retain the Earnest Payment. Purchaser shall, at Purchaser's sole cost, maintain Underground Storage Tank Liability Insurance with annual limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate with providers satisfactory to Equilon with full policy limits applying, but not less than as required herein, for a period that commences on the Closing Date and ends on UST System removal by any person (the "Period"). Said insurance will provide, at a minimum, coverage for on- and off-site remediation, on- and off-site third party bodily injury and property damage and legal defense. The Purchaser's insurance shall: (1) provide an Additional Insured Endorsement naming Equilon as Additional Insured; (2) be primary insurance underlying any other insurance available to Equilon; (3) give Equilon thirty (30) days written notice of cancellation or material change; and (4) contain a deductible of not more than Ten Thousand Dollars (\$10,000.00). The insurance policy shall not provide retention of insurable risk in addition to the deductible described in this paragraph. Each certificate evidencing this insurance shall name Equilon (and its members, subsidiaries, affiliates, and joint venture partnerships to the extent of their interest) an Additional Insured without regard to the allocation of liability provisions contained in this Offer, to the extent of any claim, loss, or liability within the scope of the required insurance, and Purchaser shall secure an Additional Insured endorsement. Purchaser shall obtain a one (1) year policy and provide (1) a copy of the declarations page and (2) the financial responsibility endorsement page from the insurance policy as well as the Additional Insured Endorsement to Equilon evidencing the required insurance is in effect prior to the Closing Date. Purchaser shall also provide, within ten days prior to each subsequent annual anniversary of the Closing Date, (1) a copy of the declarations page and (2) the financial responsibility endorsement page from the insurance policy as well as the Additional Insured endorsement evidencing continuing insurance coverage, and shall send to: Equilon, Pennzoil North Tower, 700 Milam Street, Office 2069A, Houston, TX 77002; Fax (713) 548-4664 (or such other address as Equilon shall designate in the future). Purchaser's obligations under this Article 7.4 shall survive the closing. Purchaser agrees that if Purchaser hereafter sells, transfers, or otherwise conveys Purchaser's interest in the UST System, Purchaser will condition any such conveyance on the subsequent owner's acceptance of and agreement to comply with the requirements set forth in this Article, including the obligation to condition any future conveyance on the next subsequent owner's acceptance of the terms hereof. If at any time after the Closing Date Purchaser fails to maintain the insurance required by this Article 7.4, or fails to condition any future conveyance on the subsequent owner's acceptance of the requirements herein, Equilon is entitled to pursue any or all of the following remedies: (a) cure Purchaser's default under this Article 7.4, after which Purchaser shall immediately reimburse Equilon for all costs and expenses (including, but not limited to insurance premiums and attorneys fees); (b) access the Premises and remove the UST System, after which Purchaser shall immediately reimburse Equilon for all costs and expenses incurred by Equilon and during which Purchaser shall indemnify Equilon for all damages and liability unless caused by Equilon's gross negligence or willful misconduct; (c) seek specific performance from Purchaser with respect to Purchaser's default under this Article 7.4, and (d) pursue Purchaser for all remedies available at law or in equity for

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costs, expenses, losses, and damages incurred by Equilon with respect to Purchaser's default under this Article 7.4. Purchaser hereby agrees to use its best efforts to cooperate with Equilon with respect to any remedy Equilon pursues under this Article 7.4. Without limiting the generality of the foregoing Purchaser's cooperation shall include, but not be limited to, granting Equilon access to the Premises to remove the UST System. The parties agree that no provisions of this Offer void, alter or limit Equilon's rights to pursue the aforementioned remedies.

~~7.5 UST System Testing~~

~~7.5.1 At least fifteen (15) days prior to the Closing Date, Equilon, at its expense, shall cause the UST System to be tested by a third party-certified precision testing method recognized in the industry as being reliable. In the absence of a third party-certified precision testing method, the UST System's secondary containment systems that are tested will be tested using a method specified in an applicable manufacturer's guideline, an industry code or a generally recognized engineering standard. If Equilon cannot reasonably determine the existence of an applicable manufacturer's guideline, industry code, or generally recognized engineering standard, Equilon shall cause a test method to be used that is approved by a state-registered professional engineer. Equilon makes no representation or warranty as to the accuracy or completeness of any test or report generated by this testing. Purchaser will acknowledge receipt of this report at closing by executing Exhibit D, attached hereto. If Purchaser is in possession of the Premises prior to the Closing Date, Purchaser agrees to give Equilon and its designees access to the Premises, and Purchaser further agrees to take all actions necessary, at Purchaser's expense, to permit completion of the UST System testing (including but not limited to delivery of adequate quantities of appropriate motor fuels and other products (as determined by the test method selected) and the cessation of motor fuel sales necessary during the pendency of the testing).~~

~~7.5.2 If the testing by Equilon indicates a deficiency in any part of the UST System, and the total cost (as determined by Equilon) to repair and retest the deficiency does not exceed \$10,000, Equilon shall, at its sole expense, repair the deficiency in the UST System and retest the repaired UST System. If any testing by Equilon of the UST System indicates a deficiency in any part of the UST System, and the total cost (as determined by Equilon) to repair and retest the deficiency exceeds \$10,000, Equilon shall so notify Purchaser and shall provide Purchaser an estimate for any activities determined by Equilon to be necessary (the "Work") from a contractor selected by Equilon ("Contractor"). Equilon shall remove the UST System unless Purchaser provides written notice within ten (10) days from receipt of Equilon's notice to have the Work completed by Contractor as estimated (where the amount of such estimate shall be irrebuttably presumed to be reasonable and not subject to challenge by Purchaser) and deposits with Equilon an amount equal to Contractor's estimate less \$10,000 in the form of Good Funds payable to the order of Equilon which is non-interest bearing to Purchaser (whether the initial payment or as supplemented as provided hereinafter, the "Repair Payment"). Nothing herein to the contrary, in no event shall the Repair Payment be refundable to Purchaser once Contractor begins the Work.~~

~~7.5.3 If either a) after the Work is performed, deficiencies remain in the UST System that cannot be repaired to the satisfaction of Equilon in its sole discretion and any relevant governmental agency having jurisdiction (the "Agency"), if required by~~

STATEMENT BY GRANTOR AND GRANTEE

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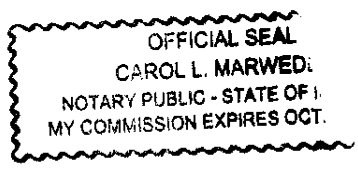
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated August 24 2011
Signature: X Radivoje Tupanjac (Grantor or Agent)

Subscribed and sworn to before me by the
said Radivoje Tupanjac
this 24th day of August

em 19 2011.

Carol L. Marwedel (Notary Public)



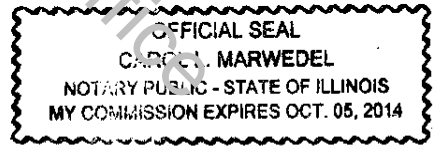
The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated August 24, 2011
Signature: X Radivoje Tupanjac (Grantee or Agent)

Subscribed and sworn to before me by the
said Radivoje Tupanjac
this 24th day of August

em 19 2011

Carol L. Marwedel (Notary Public)



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]