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After Recording, Return To:
Warsi Management, LLC
c/o Bridgeport Shell
215 W. 31st Street
Chicago, Illinois 60616
Attn: Azam Kahn

Doc#: 1206122063 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/01/2012 02:01 PM Pg: 1 of 12

This Instrument Prepared By:
Thomas A. Vogtner
Baker & Daniels LLP
300 North Meridian Street; Suite 2700
Indianapolis, Indiana 46204

Send Tax Statements To:
Warsi Management, LLC
c/o Bridgeport Shell
215 W. 31st Street
Chicago, Illinois 60616
Attn: Azam Kahn

8861838

REAL ESTATE TRANSFER TAX \$ 2.00 PER \$ 1,000.00
NO. 52979
1605 RIVER RD
CITY OF DES PLAINES

SPECIAL WARRANTY DEED (6771)

This Special Warranty Deed ("Deed"), dated to be effective as of the 28th day of February, 2012 ("Effective Date"), is by and between RDK Ventures LLC, a Delaware limited liability company with offices located at 4080 West Jonathan Moore Pike, Columbus, Indiana 47201 ("Grantor"), and Warsi Management, LLC, an Illinois limited liability company, with offices located at 215 W. 31st Street, Chicago, Illinois 60616 ("Grantee").

WITNESSETH:

For and in consideration of the sum of \$10.00 and the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby CONVEY unto Grantee, its successors and assigns forever, 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 rights of Grantor in and to any easements, rights, privileges, appurtenances and other hereditaments appurtenant to the Premises;

This conveyance is made by Grantor and accepted by Grantee SUBJECT TO: (A) the lien of non-delinquent real estate taxes and assessments; (B) all easements, restrictions, covenants and conditions of record; (C) applicable zoning, building, land use and other governmental restrictions, laws, ordinances, rules and regulations; (D) all matters that would be discovered or

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disclosed by a thorough inspection of the Premises and a survey of the Premises conforming to the Minimum Standard Detail Requirements for an ALTA/ACSM Land Title survey; and (E) all matters resulting from or related to Grantee's occupancy or operation of the Premises before the Effective Date.

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. (a) From and after the Effective Date until December 31, 2029 ("**Termination Date**"), if gasoline or branded diesel is stored, advertised or sold at or from the Premises, the gasoline or branded diesel stored, advertised or sold shall be sold under the "Shell" trademark and shall be purchased by any operator thereon from Grantee or its successor or assigns pursuant to that certain Complete Contract of Sale (Branded – Reseller), between RMarts LLC and Grantor, dated as of the date hereof ("**Brand Covenant**"), all as more fully set forth in that certain Branding and Product Purchase Commitment Agreement dated as of January 6, 2010, by and between Grantor and Equilon Enterprise LLC d/b/a Shell Oil Products US ("**Shell**") ("**Branding Agreement**"). The Brand Covenant shall expire automatically on the Termination Date without need for filing a release, or other action of Shell, 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. The Brand Covenant shall run with the land, and pass with each and every portion of the Premises, and shall apply to and bind the respective successors, assigns and transferees and subsequent owners in interest thereof. The Brand Covenant is imposed upon the entire Premises.

(b) Grantee agrees to include the Brand Covenant in any conveyance or assignment of the Premises prior to the Termination Date to a successor grantee.

2. 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. Grantee covenants and agrees that it shall not install any well or other tank, pump or related equipment for the storage of potable water at the Premises. Grantee further covenants and agrees that it shall not improve or use the Premises for residential purposes (including multi-family residential use), or for any hospital, school, elder care or day care center or for a park or playground. Each of these covenants 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. Grantee agrees to include these restrictions in any conveyance or assignment of the Premises to a successor grantee.

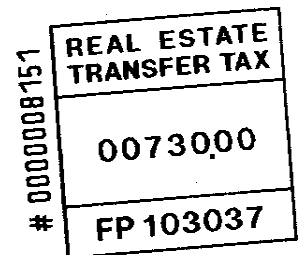
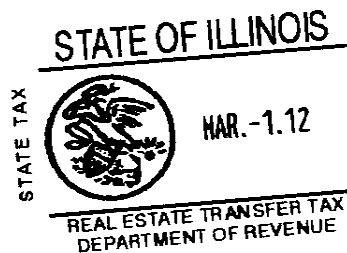
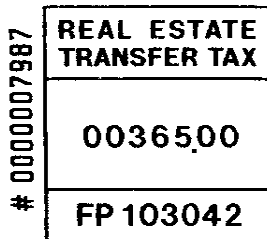
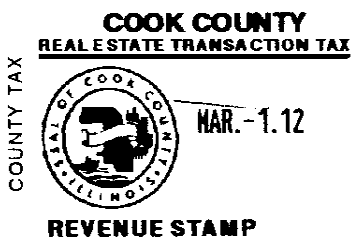
4. Until the Termination Date, Grantor and Shell retain a right of first refusal to purchase the Premises. The terms of the right of first refusal are set forth on Exhibit B ("**Right of First Refusal**"). The Right of First Refusal shall expire automatically on the Termination Date, without need for filing a release, or other action of either Shell, Grantor or Grantee.

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5. This conveyance is made subject to and Grantee shall comply with the requirements of Section 9.7 (Future Conveyances/Leases) of the Asset Purchase and Sale Agreement between Grantor and Shell, dated as of January 6, 2010, pursuant to which Grantor acquired title to the Premises. Any subsequent conveyance, lease or sublease of the Premises shall be subject to the provisions of such Section 9.7. This Section 5 shall expire on January 5, 2013 unless Shell is conducting Remediation on or otherwise indemnifying Grantor concerning the Premises, in which case this section shall expire on the earlier of January 5, 2020 or the completion of such remediation or indemnification.

6. Grantee acknowledges that the purchase of the Premises is based upon Grantee's independent investigation of the market area and inspection of the Premises. Grantee acknowledges that the purchase of the Premises is not based upon representations of Grantor, either oral or in writing. Grantee agrees that the Premises are being sold in an "AS IS, WHERE IS" condition with no representations, either express or implied of any kind except as is otherwise expressly set forth herein. Grantee hereby agrees to and does waive and release, to the fullest extent permitted by applicable law, and promises never to assert any actions, causes of action, suits, debts, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, extents, executions, claims and demands whatsoever, whether known or unknown, in law or equity, against Grantor or its successors, assigns, parents, subsidiaries, officers, directors, managers, or agents or anyone for whom such parties may be liable ("**Released Parties**") caused by, arising from, or related to (i) the physical condition of the Assets, as defined in the Asset Purchase Agreement between Grantor and Grantee relating, in part, to the Premises (the "APA"), (ii) any Environmental Condition at the Premises arising after the Closing Date, or (iii) any alleged statements or representations with respect to past, current or projected sales, expenses or profits, that Purchaser has had, may now have or may hereafter have against any Released Party. For purposes of this Deed, the term "**Environmental Condition**" means any condition with respect to soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, ambient air or any environmental medium on, under, in or about the Premises whether or not yet discovered, which could or does result in any loss, contribution, cost recovery or other obligation of any nature whatsoever, or any injury, claim, action, suit, proceeding or investigation of any kind, or any judgment, order or decree, in each case of or against any Released Party or Grantee to or by any other person, including, without limitation, any condition resulting from any release, any hazardous materials, or otherwise from the Premises at any time.

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




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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.

RDK:

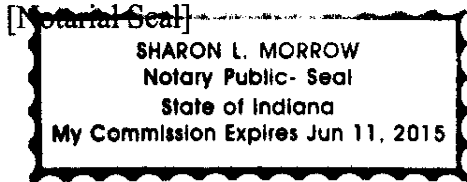
RDK VENTURES LLC

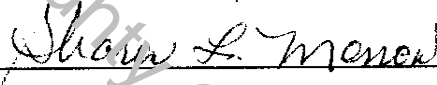
By: Mac's Convenience Stores LLC, its
Manager

By: 
Bruce Landini, Vice President
Operations, Midwest Region

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

The foregoing Access Agreement was acknowledged before me, the undersigned Notary Public, this 24th day of September 2012 by Bruce Landini, who is the Vice President Operations, Midwest Region, of Mac's Convenience Stores LLC, a Delaware limited liability company, the manager of RDK Ventures LLC.




Notary Public

Name Printed: Sharon L. Morrow

My commission expires: 6/11/15

I am a resident of Bartolomew County, Indiana

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ACCEPTANCE

WARSI MANAGEMENT LLC

~~Riverview Shell, Inc.~~ an Illinois corporation, "Grantee" under the foregoing Special Warranty Deed, hereby evidences its acceptance of and agreement to the limitations, waivers, covenants and agreements on or of Grantee contained in such deed.

IN WITNESS WHEREOF, Grantee has executed this Acceptance this 28 day of FEBRUARY 2012.

WARSI MANAGEMENT, LLC, an Illinois limited liability company

By: [Signature]
Azam Kahn, Manager

STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

The foregoing Special Warranty Deed was acknowledged before me, the undersigned Notary Public, this ___ day of _____, 2012 by Azam Kahn, who is the Manager of Warsi Management, LLC, an Illinois limited liability company.

[Notarial Seal]



[Signature]
Notary Public
Name Printed: LINDA TYRRELL

My commission expires: 7/8/13

I am a resident of Cook, County, Illinois

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Exhibit A Continued

77-3

NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF DES PLAINES RIVER ROAD, WITH A LINE PARALLEL TO AND 127 FEET SOUTH OF THE NORTH LINE OF SECTION 28; THENCE ALONG THE NORTHEASTERLY RIGHT OF WAY LINE NORTH 19° 07' 18" WEST, A DISTANCE OF 128.24 FEET; THENCE NORTH 11° 49' 02" EAST, A DISTANCE OF 13.95 FEET; THENCE NORTH 26° 42' 27" EAST, A DISTANCE OF 31.50 FEET TO THE POINT OF THE SOUTHERLY RIGHT OF WAY LINE OF OAKTON STREET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE 68° 12' 08" EAST, A DISTANCE OF 102.53 FEET; THENCE NORTH 74° 45' 09" EAST, A DISTANCE OF 16/63 FEET; THENCE SOUTH 15° 14' 51" EAST, A DISTANCE OF 212.26 FEET TO A POINT 127 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 28; THENCE NORTH 89° 46' 15" WEST, A DISTANCE OF 142.54 FEET TO THE POINT OF BEGINNING, CONTAINING 26,182 SQUARE FEET OR 0.60 ACRES, MORE OR LESS.

Tax Parcel ID No(s). 09-21-314-002-0000 09-28-107-011-0000
 Address: 1605 Des Plaines, Des Plaines, IL 60018-2205
 137013/6771

BDD01 5976544v1

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EXHIBIT B

Right of First Refusal

Until December 31, 2029, if at any time Grantee (i) receives an acceptable bona fide offer to purchase or lease from a ready, willing, and able purchaser or lessee which Grantee desires to accept, or (ii) makes a bona fide offer to sell, lease or otherwise transfer to such a purchaser or lessee, all of Grantee's right, title and interest in and to the Premises ("Offer"), Grantee shall provide written notice to Grantor and Equilon Enterprises LLC ("Shell"), specifying the name and address of the proposed grantee or lessee and the price and complete terms of the Offer, accompanied by Grantee's affidavit that the proposed sale or lease transaction described in the Offer is in good faith. Grantor and Shell will then each have the prior option to purchase or lease the Premises at the price and on the terms of the Offer, but subject to the terms provided below ("Right of First Refusal").

Grantor or Shell shall provide written notice to Grantee and Shell of Grantor's election to exercise its Right of First Refusal within 30 days after Grantor and Shell receives Grantee's written notice of the Offer. If neither Grantor nor Shell does not timely exercise its Right of First Refusal with respect to the Premises, Grantee shall be free to sell, lease or otherwise transfer the Premises in accordance with the transaction described in Grantee's notice. If such transaction is not consummated as described in the Grantee's notice, the Right of First Refusal shall thereafter apply to the Premises.

Within 20 days after the date of the notice provided to Grantee of Grantor's or Shell's election to exercise its Right of First Refusal, Grantor or Shell shall designate a title company and provide written notice to Grantee of the same. Grantee shall deposit with the title company a recordable special warranty deed comparable to the special warranty deed to which this Exhibit relates or a lease containing terms consistent with the Offer described in Grantee's notice and acceptable to Grantor or Shell. Grantor or Shell shall deposit with the title company any earnest money required by the Offer. Promptly thereafter, Grantee shall (or Grantor or Shell may), at Grantor's or Shell's expense, order from the title company a report on title to (or leasehold interest in) the Premises and a commitment for an owner's policy of title insurance. Upon written notice from Grantor or Shell to Grantee and the title company that title is acceptable, the title company shall deliver to Grantor or Shell the deed executed by Grantee, together with the owner's policy of title insurance, against payment by Grantor or Shell of the purchase price (which shall include payment of any costs, fees, expenses, documentary, transfer and like taxes required to be paid by Grantor or Shell), as such allocation of costs, fees and expenses may be set forth in the Offer, less any earnest money. Thereafter, the title company shall deliver to Grantee the purchase price required by the Offer less the amount of any liens accepted by Grantor or Shell and less the amount of any and all costs, fees, expenses, documentary, transfer and like taxes required to be paid by Grantee as set forth in the Offer. Taxes and rent will be prorated as of the date of delivery of the deed (or the assignment of lease, as applicable) from the title company to the Grantor or Shell. Upon receipt from Grantor or Shell of written notice that the title is not acceptable, Grantee shall use commercially reasonable efforts to cure such title objections by the closing, including, without limitation, insuring against or providing a bond or suitable escrow for, any lien or other encumbrance that represents a liquidated amount or sum of money. No objection shall be made to any encumbrance that was set forth as a permitted encumbrance for the Premises in the deed from Shell to Grantor. In no case shall Grantee be required to convey any interest in the Premises greater than the interest it is vested in. If Grantee is unable to cure the title to

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Grantor's or Shell's satisfaction, Grantor may elect not to purchase the Premises, in which case the title company shall return the deed (or assignment of lease) to Grantee, and the earnest money to Grantor or Shell. If Grantor or Shell elects to not exercise its Right of First Refusal for any reason, Grantee may sell the Premises under the terms described in the notice of the Offer provided to Grantor and Shell. Any proposed sale of the Premises under different terms than those described in such notice of the Offer is subject to the Right of First Refusal provisions described herein.

All Notices and other communications pursuant to this Right of First Refusal shall be in writing and shall be deemed to have been received only if and when (i) personally delivered or (ii) on the third day after mailing, by United States mail, first class, postage prepaid, by certified mail return receipt requested, (iii) given by facsimile transmission to the number set forth below, or (iv) one day after deposit with a reputable overnight courier, addressed in each case as follows (or to such other address as may be specified by like notice):

If to Shell, addressed to it, at:

Equilon Enterprises LLC
d/b/a Shell Oil Products US
700 Milam Street, Office 2069A
Houston, Texas 77002
Attn: National Wholesale Business Manager
Fax Number: 713-546-4664

With a copy to:

Shell Oil Company
One Shell Plaza
910 Louisiana Street
Houston, Texas 77002
Attn: Managing Counsel-Retail, Marketing &
Distribution
Fax Number: 713-241-5055

If to Grantor, addressed to it at:

RDK Ventures LLC
c/o Mac's Convenience Store LLC
4080 West Jonathan Moore Pike
Columbus, Indiana 47201
Attn: Brian Hannasch
Fax Number: 812-314-2037

With a copy to:

Bake. & Daniels LLP
300 North Meridian Street
Suite 2700
Indianapolis, Indiana 46204
Attn: Thomas A. Vogtner
Fax Number: 317-237-1000

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After Recording, Return To:

Warsi Management, LLC
 c/o Bridgeport Shell
 215 W. 31st Street
 Chicago, Illinois 60616
 Attn: Azam Kahn

This Instrument Prepared By:

Thomas A. Vogtner
 Baker & Daniels LLP
 300 North Meridian Street; Suite 2700
 Indianapolis, Indiana 46204

Send tax statements to:

SPECIAL WARRANTY DEED

This Special Warranty Deed ("Deed") dated to be effective as of the ____ day of _____, 2012 ("Effective Date") is by and between RDK Ventures LLC, a Delaware limited liability company with offices located at 4080 West Jonathan Moore Pike, Columbus, Indiana 47201 ("Grantor"), and Warsi Management, LLC, an Illinois limited liability company, with offices located at 215 W. 31st Street, Chicago, Illinois 60616 ("Grantee").

WITNESSETH:

For and in consideration of the sum of \$10.00 and the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby CONVEY unto Grantee, its successors and assigns forever, 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 rights of Grantor in and to any easements, rights, privileges, appurtenances and other hereditaments appurtenant to the Premises;

This conveyance is made by Grantor and accepted by Grantee SUBJECT TO: (A) the lien of non-delinquent real estate taxes and assessments; (B) all easements, restrictions, covenants and conditions of record; (C) applicable zoning, building, land use and other governmental restrictions, laws, ordinances, rules and regulations; (D) all matters that would be discovered or disclosed by a thorough inspection of the Premises and a survey of the Premises conforming to the Minimum Standard Detail Requirements for an ALTA/ACSM Land Title survey; and (E) all

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matters resulting from or related to Grantee's occupancy or operation of the Premises before the Effective Date.

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. (a) From and after the Effective Date until December 31, 2029 ("**Termination Date**"), if gasoline or branded diesel is stored, advertised or sold at or from the Premises, the gasoline or branded diesel stored, advertised or sold shall be sold under the "Shell" trademark and shall be purchased by any operator thereon from Grantee or its successor or assigns pursuant to that certain Complete Contract of Sale (Branded - Reseller), between RMarts LLC and Grantor, dated as of the date hereof ("**Brand Covenant**"), all as more fully set forth in that certain Branding and Product Purchase Commitment Agreement dated as of January 6, 2010, by and between Grantor and Equilon Enterprise LLC d/b/a Shell Oil Products US ("**Shell**") ("**Branding Agreement**"). The Brand Covenant shall expire automatically on the Termination Date without need for filing a release, or other action of Shell, 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. The Brand Covenant shall run with the land, and pass with each and every portion of the Premises, and shall apply to and bind the respective successors, assigns and transferees and subsequent owners in interest thereof. The Brand Covenant is imposed upon the entire Premises.

(b) Grantee agrees to include the Brand Covenant in any conveyance or assignment of the Premises prior to the Termination Date to a successor grantee.

2. 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. Grantee covenants and agrees that it shall not install any well or other tank, pump or related equipment for the storage of potable water at the Premises. Grantee further covenants and agrees that it shall not improve or use the Premises for residential purposes (including multi-family residential use), or for any hospital, school, elder care or day care center or for a park or playground. Each of these covenants 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. Grantee agrees to include these restrictions in any conveyance or assignment of the Premises to a successor grantee.

4. Until the Termination Date, Grantor and Shell retain a right of first refusal to purchase the Premises. The terms of the right of first refusal are set forth on Exhibit B. ~~Grantee shall also have the right of first refusal set forth in Exhibit C and Exhibit D. All such rights of first refusal are hereinafter referred to as the ("Right of First Refusal").~~ The Right of First

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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.

RDK:

RDK VENTURES LLC

By: Mac's Convenience Stores LLC, its
Manager

By: _____
Bruce Landini, Vice President
Operations, Midwest Region

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

The foregoing Access Agreement was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2011 by Bruce Landini, who is the Vice President Operations, Midwest Region, of Mac's Convenience Stores LLC, a Delaware limited liability company, the manager of RDK Ventures LLC.

[Notarial Seal]

Notary Public

Name Printed: _____

My commission expires: _____

I am a resident of _____, County, Indiana

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ACCEPTANCE

Riverview Shell, Inc. an Illinois corporation, "Grantee" under the foregoing Special Warranty Deed, hereby evidences its acceptance of and agreement to the limitations, waivers, covenants and agreements on or of Grantee contained in such deed.

IN WITNESS WHEREOF, Grantee has executed this Acceptance this ____ day of _____, 2011

WARSI MANAGEMENT, LLC, an Illinois limited liability company

By: _____
Azam Kahn, Manager

STATE OF ILLINOIS)
) SS:
COUNTY OF _____)

The foregoing Special Warranty Deed was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2011 by Azam Kahn, who is the Manager of Warsi Management, LLC, an Illinois limited liability company.

[Notarial Seal]

Notary Public

Name Printed: _____

My commission expires: _____

I am a resident of _____, County, Illinois