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**This instrument prepared by
and when recorded return to:**

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



Doc#: 1236616086 Fee: \$56.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/31/2012 12:41 PM Pg: 1 of 10

Send Tax Statement to:

Golf Barrington, LLC
2590 W. Golf Road
Hoffman Estates, Illinois 60194

(The Above Space for Recorder's Use Only)

AMENDMENT TO AND DECLARATION OF RESTRICTIVE COVENANTS

This Amendment to and Declaration of Restrictive Covenants ("Agreement") is executed and effective this ___th day of December, 2012 and is by, among and between Branko Tupanjac, an individual residing in Illinois with offices at 400 W. Higgins Road, Park Ridge, Illinois 60068 ("Buyer"); Riteline Properties, LLC, an Illinois limited liability company with offices at 200 W. Higgins Road, Suite 326, Schaumburg, Illinois 60195 ("Seller"); Robert Stambolic, an individual residing in Illinois with offices at 200 W. Higgins Road, Suite 326, Schaumburg, Illinois 60195 ("Stambolic"); 2590 W. Golf, LLC, an Illinois limited liability company with offices at 400 W. Higgins Road, Park Ridge, Illinois 60068 ("Operator") and Golf Barrington, LLC, an Illinois limited liability company with offices to be relocated to 400 W. Higgins Road, Park Ridge, Illinois 60068 ("Company"). (Buyer, Operator and Company are sometimes hereinafter collectively referred to as the "Buyer Parties") (Seller and Stambolic are sometimes hereinafter collectively referred to as the "Seller Parties") (Buyer, Seller, Stambolic, Operator and Company are sometimes hereinafter collectively referred to as the "Parties").

RECITALS

1. Company is the owner of real property located at 2590 Golf Road, Hoffman Estates, Illinois 60169 and used as a retail petroleum station selling "Shell" branded fuel (the "Property").

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2. The Property is subject to certain covenants and conditions of record (the "Title Agreements") with the Cook County Recorder of Deeds, including those granted by the following instruments:

- a) Special Warranty Deed with Brand Covenant and Right of First Refusal, dated effective March 25, 2011, recorded on March 29, 2011 with the Cook County Recorder of Deeds ("Recorder") as Document no. 1008829073 ("Equilon Deed"), wherein Equilon Enterprises, LLC, a Delaware limited liability company ("Equilon") conveyed the Property to Seller and reserved certain rights;
- b) Access Agreement Granting Right of Entry, dated effective March 25, 2011, recorded on March 29, 2011 with the Recorder as Document no. 1108829074 ("Equilon Access Agreement"), wherein Seller granted certain rights to Equilon;
- c) Waiver of Right of First Refusal, dated May 25, 2011, recorded with the Recorder on June 17, 2011 as Document 111681025 ("Waiver of ROFR"), wherein Equilon partially waived the right of first refusal contained in the Equilon Deed as part of the transfer of the Property from Seller to Company, reserving same as against Company and the Property;
- d) Assignment and Assumption of Access Agreement, dated June 7, 2011, recorded with the Recorder on June 17, 2011 as Document 111681026 ("Assignment of Equilon Access Agreement"), wherein, with Equilon's consent, Seller assigned and Company assumed obligations under the Equilon Access Agreement, without release of Seller from obligation thereunder (The Equilon Deed, Equilon Access Agreement, Waiver of ROFR and Assignment of Equilon Access Agreement are sometimes herein collectively the "Equilon Title Agreements");
- e) Special Warranty Deed, dated June 7, 2011, recorded with Recorder on June 17, 2011 as Document 111681027 ("Riteline Deed"), wherein Riteline conveyed the Property to Company, and reserved certain rights; and
- f) Access Agreement Granting Right of Entry and Purchaser Release, dated effective June 7, 2011, recorded with the Recorder on June 17, 2011 as Document no. 111681028 ("Riteline Access Agreement"), wherein Seller granted certain rights to Company regarding the Property.

3. As part of a transaction of even date herewith, the Buyer Parties, as their interests appear, and the Seller Parties, as their interests appear, are entering into a transaction wherein Seller will transfer its interests in Company and in the Property to Buyer, among other agreements (the "Transfer of Interests").

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4. As a condition of the Transfer of Interests, the Parties have agreed Equilon must enter into that certain Subordination of Brand Covenant and Right of First Refusal (“ROFR Subordination”), granting certain rights to the lender of Company.

5. As a further condition of the Transfer of Interests, the Buyer Parties must enter into certain amendments to certain of the Title Agreements, including specifically creation of a brand covenant for the benefit of the Seller Parties and their affiliates and an agreement to provide tank insurance pursuant to the Equilon Access Agreement.

6. The Parties have agreed on the terms for achieving the foregoing.

NOW THEREFORE, in consideration of the mutual promises contained herein, close of the Transfer of Interests and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties agree as follows:

AGREED:

1. The above recitals are accurate and complete and incorporated herein by this reference.

2. The Title Agreements are in full force and effect, as amended hereby and by the attached Certification, Consent and Release, and incorporated herein by reference.

3. Subject to any express conditions, limitations or reservations contained herein, Company hereby grants, agrees and declares that for a period of twenty (20) years from the date of recording hereof, if the Property is used for the sale of motor fuel, the motor fuel must be purchased from Seller, or affiliates of Seller, including Stambolic, RS Fuels, Inc, or their successors or assigns (the “Riteline Brand Covenant”). The Riteline Brand Covenant shall be concurrent with and subordinate to the Brand Covenant of Equilon Enterprises, LLC as set forth in the Equilon Deed (the “Equilon Brand Covenant”). Company acknowledges Seller and affiliates of Seller are current assigns of Equilon pursuant to the Equilon Brand Covenant. In the event Equilon shall release or amend the Equilon Brand Covenant, the Riteline Brand Covenant shall continue in full force and effect. All terms of the Equilon Brand Covenant are incorporated into this agreement as the Riteline Brand Covenant by this reference, except that after termination of the Equilon Brand Covenant, motor fuel must be purchased from Seller or Seller’s successors or assigns and the Property must be operated pursuant to the then brand standards of the then brand of Seller.

4. Buyer and Operator, individually, jointly and severally agree to be bound to the terms of the Title Agreements, as amended hereby, including specifically but without limitation the terms of the Riteline Access Agreement and the terms of Exhibit B to the Riteline Deed regarding provision of tank insurance (the “Tank Insurance Requirements”).

5. Seller, Stambolic and Company as parties to certain of the Title Agreements, agree to the modifications contained herein.

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6. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in of the grantee or real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. The grantee of the Property or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

7. This agreement may be executed in multiple counterparts, which when taken together shall constitute a single and binding agreement.

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IN WITNESS WHEREOF, the parties have caused this Amendment to and Declaration of Restrictive Covenants to be executed, as evidenced by their signatures below.

~~Rite Properties, LLC~~

By: Robert Stambolic

Its: Manager

Robert Stambolic, individually

Golf Barrington, LLC

By: Branko Tupanjac

Branko Tupanjac, individually

2590 W. Golf, LLC

By: Branko Tupanjac

Its: Manager

CLERK'S OFFICE OF COOK COUNTY CLERK'S OFFICE

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IN WITNESS WHEREOF, the parties have caused this Amendment to and Declaration of Restrictive Covenants to be executed, as evidenced by their signatures below.

Riteline Properties, LLC

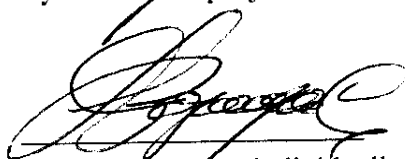
By: Robert Stambolic
Its: Manager

Robert Stambolic, individually

Golf Barrington, LLC



By: Branko Tupanjac



Branko Tupanjac, individually

2590 W. Golf, LLC



By: Branko Tupanjac
Its: Manager

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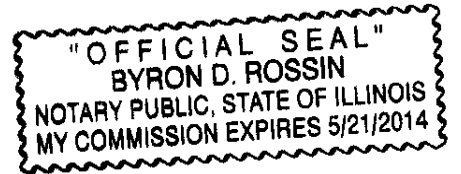
State of Illinois, County of Cook ss:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Robert Stambolic, 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 Reline Properties, 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 19th day of ^{DECEMBER} October, 2012.

Byron D. Rossin

Notary Public



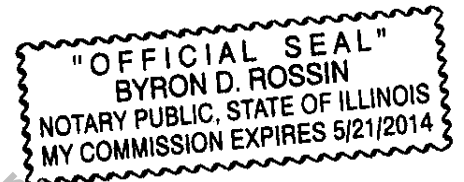
State of Illinois, County of Cook ss:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Robert Stambolic, 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 for the uses and purposes therein set forth.

Given under my hand and official seal, this 19th day of ^{DECEMBER} October, 2012.

Byron D. Rossin

Notary Public



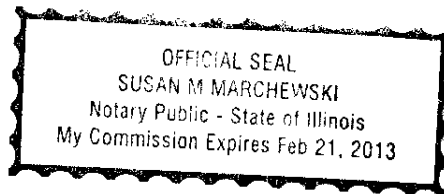
State of Illinois, County of Cook ss:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Branko Tujanjac, 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 Golf Barrington, 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 20 day of October, 2012.

Susan M. Marchewski

Notary Public



State of Illinois, County of Cook ss:

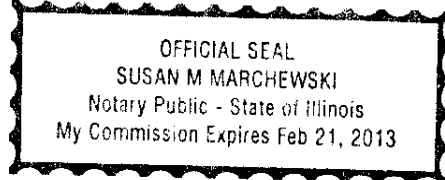
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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Branko Tupanjac, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this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

Given under my hand and official seal, this 20 day of December, 2012.

Susan M Marchewski

Notary Public



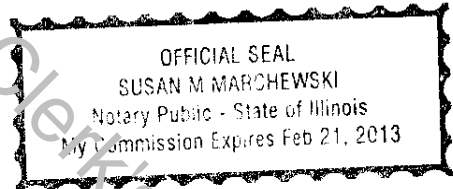
State of Illinois, County of Cook ss:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that 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 Manager of 2590 W. Golf, 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 20 day of December, 2012.

Susan M Marchewski

Notary Public



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CERTIFICATION, CONSENT AND RELEASE

Equilon Enterprises, LLC, a Delaware limited liability company ("Equilon") hereby certifies to the Buyer Parties, defined above, that as of the date of Equilon's execution of this Certification, Consent and Release that: (a) the Equilon Title Agreements, defined above, are in full force and effect, and (b) no waivers of rights by Equilon have been made under the Equilon Title Agreements since their respective executions, except the ROFR Subordination, defined above, and this Certification, Consent and Release.

Equilon hereby consents to the above Amendment to and Declaration of Restrictive Covenants. Equilon's consent to same is conditioned upon the successful closing of the Transfer of Interests, defined above, as evidenced by recording of the ROFR Subordination and this Certification, Consent and Release.

Upon closing of the Transfer of Interests, effective as of the date hereof, Equilon agrees to and hereby releases Stambolic and Riteline from liability arising under the Equilon Title Agreements arising or accruing after the date hereof, including specifically but without limitation any obligation regarding the Tank Insurance Requirements, defined above. For the avoidance of doubt, such release does not release or impair in any fashion the Equilon Title Agreements or rights of Equilon regarding the Property or Buyer Parties.

Equilon Enterprises LLC,
a Delaware limited liability company

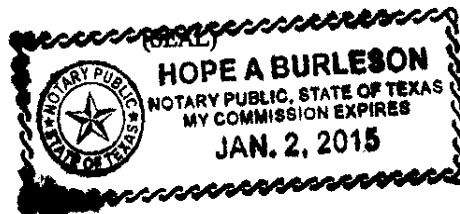
By: [Signature]
Name: Scott David
Title: Portfolio & PCO Manager
Date: December 17, 2012

State of Texas §
 §
County of Harris §

The foregoing instrument was acknowledged before me this 17th day of December, 2012, by Scott David, who is the Portfolio & PCO Manager of Equilon Enterprises LLC, a Delaware limited liability company, on behalf of the limited liability company.

Witness my hand and official seal.

[Signature]
NOTARY PUBLIC



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EXHIBIT A

Legal Description of the Premises

Parcel 1:

LOT 1 IN SHELL OIL COMPANY'S CONSOLIDATION PLAT NO. 4 IN PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

BEING THE SAME TRACT OF LAND DESCRIBED IN DEED FROM SHELL OIL COMPANY TO EQUILON ENTERPRISES LLC RECORDED AS DOCUMENT NO. 98601800.

Parcel 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY THE PLAT OF CONSOLIDATION RECORDED AS DOCUMENT NO. 98396417 OVER AND ACROSS PORTIONS OF LOT 3 AND OUTLOT A IN SHELL OIL COMPANY'S CONSOLIDATED PLAT NO. 4 IN PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.