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Doc#: 1326339067 Fee: \$64.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Affidavit Fee: \$2.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/20/2013 12:02 PM Pg: 1 of 14



Doc#: 1327445034 Fee: \$66.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/01/2013 11:26 AM Pg: 1 of 15  
Date: 10/01/2013 11:21 AM Pg: 1 of 15

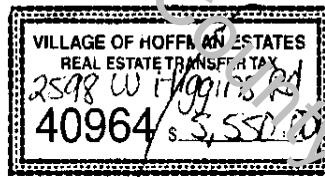
Property of COOK COUNTY CLERK'S OFFICE

REAL ESTATE TRANSFER		09/19/2013
	COOK	\$427.50
	ILLINOIS:	\$855.00
	<b>TOTAL:</b>	<b>\$1,282.50</b>
07-07-100-017-0000   20130901600423   Y323ND		

### QUITCLAIM DEED

#### Prepared by:

William E. Boylan  
Attorney at Law  
381 E. St. Charles Road  
Carol Stream IL 60188



REAL ESTATE TRANSFER		09/26/2013
	COOK	\$497.50
	ILLINOIS:	\$995.00
	<b>TOTAL:</b>	<b>\$1,492.50</b>
07-07-100-017-0000   20130901607525   7ZUZZQ		

ANGEL ASSOCIATES LIMITED PARTNERSHIP, an Illinois Limited Partnership, with its principal office address at 381 E. St. Charles Road, Carol Stream, Illinois 60188, for the consideration of One U.S. Dollar and No/100ths (U.S. \$1.00) and other good and valuable consideration in hand paid, by these presents does hereby REMISE, RELEASE and CONVEY to:

COMBINED PROPERTIES, LLC whose address is 810 Seers Drive, Schaumburg, Illinois 60173

the following described real estate (the "Property"), situated in the County of Cook, State of Illinois, more particularly described as follows, to wit:

**See legal description set forth on Exhibit A attached hereto and incorporated herein.**

Address of Real Estate: 2598 West Higgins Road, Hoffman Estates, Illinois 60169

Tax Identification Number(s): 07-07-100-017-0000 Vol. 187

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of ANGEL ASSOCIATES Limited Partnership, either in law or equity, of, in and to the Property, with the hereditaments and

This document is being re-recorded to reflect balance of full consideration.

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appurtenances, **TO HAVE AND TO HOLD** the Property as above described, with the appurtenances, unto Grantee, its successors and assigns forever.

**1. Use and Operating Restrictions.**

This conveyance is made by Angel Associates Limited Partnership and accepted by Grantee upon the express condition and subject to the use and operating restrictions, notices, acknowledgments, and covenants described on **Exhibit B** attached hereto (collectively, the "Use and Operating Restrictions"). Grantee acknowledges that BP Products North America Inc. (identified as "Grantor/BP" in **Exhibit B**) attached hereto may, in Grantor/BP's sole and absolute discretion (but shall in no event be obligated to), release and/or waive any or all of the Use and Operating Restrictions at any time, by written instrument duly executed and delivered by Grantor/BP.

**2. Grantor's Indemnification of Grantor and Angel Associates Limited Partnership**

Grantee, for and on behalf of itself and its successors and assigns (including, without limitation, all successors in title to the Property or any portion thereof (collectively, the "Grantee Parties"), by acceptance of this Deed ("Deed"), hereby agrees, except as may otherwise be provided in the Agreement (as hereinafter defined), to assume responsibility for, and shall protect, indemnify, defend (with counsel reasonably acceptable to BP Products North America Inc. and Angel Associates BP) and hold harmless, and does hereby waive, release and discharge, BP Products North America Inc. and Angel Associates Limited Partnership, and their parents, affiliates and subsidiaries, and their respective directors, officers, partners, members, shareholders, employees, contractors, agents, representatives, successors and assigns (collectively, the "Grantor Parties"), from and against any claim for liabilities, any and all actions or causes of action at law or in equity, claims, demands, obligations, losses, damages, liabilities, suits, judgments, fines, penalties, payments, costs and expenses (including reasonable attorneys' fees) of whatever kind or nature, sustained, suffered or incurred by any of the Grantor Parties directly or indirectly arising out of, resulting from, relating to or connected with: (a) any breach of Grantee Parties' duties, liabilities, obligations or covenants which is in violation of or inconsistent with the Use and Operating Restrictions; (b) any and all Environmental Liabilities arising out of the use or operation of any of the Property on or after the date of the Deed to which this Exhibit is attached (including, without limitation, any "Government Required Environmental Work", "Third Party Claims", "Hazardous Materials" occurring on, at or migrating from the Property or other environmental liabilities of any Grantee Parties under any Environmental Laws, state or Federal; (c) any act or omission on the part of any Grantee Party during such Grantee Party's presence or activity on or about the Property prior to the Transfer Date; (d) any legal or equitable claim or cause of action against BP Products North America Inc. or against Angel Associates Limited Partnership arising from or relating to the environmental condition of the Property during any period in which the Grantee parties have retained control or possession of the property; (e) changes in, modifications to or amendments of Environmental Laws that were in effect prior to the Transfer Date or Environmental Laws promulgated, made or enacted on or after the Transfer Date irrespective of whether the events giving rise to such liabilities occurred prior to, on or after the Transfer Date; (f) any and, all increased, unanticipated or delay costs directly or indirectly arising out of or relating to any incident relating to the presence of any "Hydrocarbon Contamination" or any other Hazardous Materials.

**3. Condition of Property.**

Grantee has accepted the Property, including without limitation its environmental condition, in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition. Grantee acknowledges that the purchase price which it has paid for the Property reflects: (a) the fact that all of the Use and Operating Restrictions shall be recorded against the Property and shall be binding on Grantee and the other Grantee Parties, (b)

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the fact that Grantee has agreed to acquire the Property, including without limitation its environmental condition, in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition, and (c) the fact that Grantee has agreed to acquire the Property subject to the presence, whether known or unknown, of any environmental contamination which may have occurred during or prior to the period of the ownership of Angel Associates Limited Partnership, use and/or operation of the Property. Grantee does, by its acceptance of this Deed, represent and warrant that it is familiar with the condition of the Property and that Angel Associates Limited Partnership HAS NOT MADE AND MAKES NO REPRESENTATIONS or WARRANTIES (ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, MATERIAL OR IMMATERIAL), CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE, CONDITION, DESIGN, OPERATION, CAPACITY, MONETARY VALUE, NATURE, AND CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF FOR ANY AND ALL PURPOSES, ACTIVITIES AND USES. GRANTEE AGREES THAT THE PROPERTY IS HEREBY CONVEYED BY ANGEL ASSOCIATES LIMITED PARTNERSHIP AND ACCEPTED BY GRANTEE IN ITS "AS-IS, WHERE-IS, AND WITH ALL FAULTS" CONDITION EXISTING ON THE TRANSFER DATE.

**4. Grantor Parties' Right of Access and Entry Upon the Property; Cooperation.**

Grantor/BP and Angel Associates Limited Partnership hereby reserve for themselves the right to enter upon and access the Property (free from any charge or fee) from time to time to remove certain personal property and conduct certain inspections, remediation and other activities, all as more particularly set forth in an Agreement between BP Products North America Inc. and Parent Petroleum Inc. Such personal property is not intended to include any property other than remediation or monitoring equipment owned or leased by a Grantor Party with respect to remediation or monitoring environmental conditions. Such access shall not be interrupted by any transfer, assignment, conveyance, mortgage, lease, hypothecation or pledge by Grantee of the Property or any of Grantee's interests therein. In the event BP Products North America Inc. or any other Grantor Party, including Angel Associates Limited Partnership is involved in any remediation efforts or in obtaining environmental site closure with respect to the Property for any reason whatsoever, Grantee and each of the other Grantee Parties agrees to cooperate with the Grantor Parties and with all local, state, and federal environmental agencies having jurisdiction over the Property (the "Government") in obtaining environmental site closure to commercial standards for any environmental contamination relating to or arising out of prior use of the Property.

**5. Further Assurances.**

Angel Associates Limited Partnership and Grantee shall execute, acknowledge and deliver to the other party at the reasonable request of the other party or the Title Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein at any time and from time to time whether before or after the Transfer Date in order to effectuate the provisions of this Quit Claim Deed or the transaction contemplated herein or to confirm or perfect any right or restriction to be created or transferred hereunder or pursuant to this transaction, provided that the party being requested to deliver such instruments or take such other actions shall not be required to incur any material expense in connection therewith.

Grantee shall, from time to time, upon request of any Grantor party, execute and deliver to Angel Associates Limited Partnership, and hereby authorizes such partnership to record in the appropriate governmental or other public records, such further documents and instruments and perform such acts as are reasonably necessary to perfect, aid or assist in the imposition and/or recording of the Environmental Restrictions as defined in **Exhibit B** hereto, and/or other environmental restrictions and/or covenants,

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deed notices, No Further Action Determinations (as defined in the Agreement between BP Products North America Inc. and Parent Petroleum Inc.), including, without limitation, execution of Illinois form LPC 568, Form DRM-1, or any similar documents or forms required or authorized by the Government, or any similar site closure documents or forms contemplated by the Agreement, including but not limited to any state-specific or other forms that are required or authorized by the Government or the Environmental Laws, provided that such further documents, instruments, or actions are consistent with the terms or intent of the Agreement.

**6. Entire Understanding.**

All of the provisions of this Deed, including without limitation, the Use and Operating Restrictions, shall run with the land and each portion thereof, shall bind and restrict the Property and each portion thereof, and shall be binding upon and inure to the benefit of the parties, including without limitation, Grantor, the other Grantor Parties, Grantee, and the other Grantee Parties, as the case may be, and their respective heirs, devisees, representatives, successors and assigns, and any other person or entity (if any) so expressly noted herein, but no other. This Deed, the exhibits annexed hereto and any document referenced herein (and any attachments and exhibits thereto) contain the entire understanding and agreement between the parties hereto relative to the subject matter hereof. No representations or statements, other than those expressly set forth herein, were relied upon by the parties in entering into this Deed. No modification, waiver of, addition to, or deletion from the terms of this Deed shall be effective unless reduced to writing and signed by Angel Associates Limited Partnership and Grantee or their respective successors and assigns, each of whom expressly waives, releases and forever forswears any right under the law in the State in which the Property is located which permits a contract, by its terms amendable only in writing, to be orally amended.


**The real property described herein is subject to the Environmental Restrictions made by BP Products North America Inc., as Grantor, for its benefit and for the benefit of other parties and persons as set forth therein, and recorded with the Office of the Recorder of Cook County on the 13<sup>th</sup> day of January, 2010, in the Recorder's Deed Records having Document No. 1001304285 as if the same were fully set forth herein.**

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IN WITNESS WHEREOF, said Grantor has caused this Quitclaim Deed to be executed by an authorized representative of Grantor this 16 day of September, 2013.

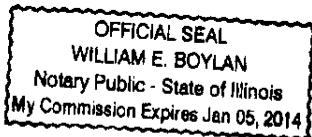
Angel Associates Limited Partnership

By:   
Name: Peter M. Spina  
Title: Authorized Agent

STATE OF ILLINOIS        )  
  )SS  
COUNTY OF DuPage        )

I, William E. Boylan, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Peter M. Spina, personally known to me to be the duly authorized agent of Angel Associates Limited Partnership, and 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 as such authorized agent, he signed and delivered such instrument, as his free and voluntary act and deed, and as the free and voluntary act and deed of such Limited Partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this 16 day of September, 2013.



  
Notary Public

My Commission Expires: \_\_\_\_\_

When Recorded, Return To: WILLIAM J. WAKEN 121 E. LIBERTY ST.  
WILSONVILLE, IL 60084

Mail Subsequent Tax Bills To: COMBINED PROPERTIES, LLC  
810 SEBES  
SCARBOROUGH, IL 60193

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## EXHIBIT A TO QUITCLAIM DEED

### Legal Description

2598 West Higgins Road  
Hoffman Estates, IL

That part of the Northwest Fractional Quarter of Section 7, Township 41 North, Range 10 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the North Line of said Northwest Fractional Quarter with a line 50 feet East of and parallel with and measured at right angles to the West Line of said Northwest Fractional Quarter, thence South along said parallel line 105.30 feet to the Northerly Line of the Right-Of-Way of State Route No. 72, as Right-Of-Way dedicated; thence Southeasterly along said Right-Of-Way Line 276.01 feet to a point; thence North parallel with the West line of said Northwest Fractional Quarter 294.52 feet to the North Line of said Northwest Fractional Quarter; thence Westerly along the North Line of said Northwest Fractional Quarter 218.79 feet to the point of beginning, (Except that part thereof taken for Higgins Road), in Cook County, Illinois.

Permanent Index Number: 07-07-100-017-0000 Vol. 187

PROPERTY OF COOK COUNTY CLERK'S OFFICE

**UNOFFICIAL COPY****EXHIBIT B  
TO  
QUITCLAIM DEED****Use and Operating Restrictions, Notices, Acknowledgments, and Covenants**

Grantee covenants and agrees, for and on behalf of itself and the other Grantee Parties, that the following use and operating restrictions, notices, acknowledgments, and covenants shall run with the land and each portion thereof, shall bind and restrict the Property and each portion thereof, and shall be binding upon and inure to the benefit of the parties, including without limitation, Grantor, the other Grantor Parties, Grantee and the other Grantee Parties, as the case may be, and their respective heirs, devisees, representatives, successors and assigns, and any other person or entity (if any) so expressly noted herein, but no other, and shall bind and restrict the Property for the time periods set forth herein:

I. **Petroleum and Convenience Store Restriction:** No part of the Property shall be used by Grantee or any other Grantee Party, directly or indirectly, for an automobile service station, petroleum station, gasoline station, automobile repair shop, convenience store, quick service or take-out restaurant or car wash, or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, any fuel used for internal combustion engines, lubricants in any form, automobile parts or accessories, tires, batteries, or other petroleum or petroleum-related products or convenience store items, except for the personal use or consumption of such products by Grantee or its lessees of the Property, unless any such use is in connection with the operation of the Property as a Grantor branded service station. For purposes hereof, "Grantor branded service station" shall mean a motor fuel sales facility operating under the brand BP, Amoco, Arco or any other brand of Grantor or any of its affiliates or their respective successors and assigns. For purposes hereof, "convenience store" shall be defined as any retail store or outlet that sells any of the following items: cigarettes, chewing tobacco, snuff or other tobacco products; prepackaged soda, juice, water, or other drinks; prepackaged beer, wine, spirits or other liquor; fountain drinks; coffee; donuts; muffins or other pastries; or candy.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and each portion thereof, and are deemed to benefit Grantor as a user of, operator of, or supplier of Grantor branded fuels to lands or retail operations in the County in which the Property is located. These restrictive covenants will remain in full force and effect for a term of twenty five years from the date of the deed which conveyed title from BP Products North America Inc. to Angel Associates, LP, as hereinabove noted as filed of record with the Recorder of Deeds, whereupon these restrictive covenants will automatically lapse and terminate and be of no further force or effect.

II. **Environmental Matters.**

A. **Environmental Restrictions.** To reduce risks to human health and/or the environment and to permit application of environmental corrective action standards or other protective activities that are consistent with applicable law, this conveyance is made by Grantor and accepted by Grantee on the express condition and subject to the following restrictions, notices, acknowledgments and covenants:

I. **Groundwater Exposure Restriction.** No water supply wells of any kind (including, without limitation, water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the Property (collectively, the "Groundwater Exposure Restriction"); provided, however, that the Groundwater Exposure Restriction does not prohibit the installation or use of any compliance wells or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the

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performance of any remediation or environmental corrective action work on the Property now or in the future.

2. **Residential Use Restriction.** The Property shall not be used or occupied (if used or occupied at all) for residential purposes, and additionally, no part of the Property shall be used for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church or other place of worship, a park or a hospital (collectively, the "Residential Use Restriction"). If applicable state environmental laws and regulations define residential use, any use that is deemed to be a residential use by such laws and regulations will also be a residential use as the terms are used herein.

3. **Construction and Excavation Restrictions.**

3.1 **Engineered Barriers and Below-grade Restriction.** Grantee shall place any engineered barrier on the Property as may be required by the Government. Any building or other improvements constructed on the Property shall have a slab-on-grade foundation, with the top of the slab at or above surface level, except for any building footings and/or underground utilities (the "Below-grade Restriction").

3.2 **Construction Workers' Caution Statement.** Prior to conducting any intrusive activities with respect to the Property, Grantee and the other Grantee Parties shall cause all construction workers performing or assisting with such activities to be notified of possible petroleum hydrocarbon encounters and appropriately trained and certified in accordance with all environmental, health and safety laws, rules, regulations and ordinances, including, without limitation, any and all Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HAZWOPER) requirements (including, without limitation, those set forth in 29 CFR 1910.120) (collectively, the "Construction Workers' Caution Restriction"). Such training shall at a minimum include both an initial 40 hour and future 8 hour refresher training and certifications in compliance with OSHA HAZWOPER requirements and any similar applicable requirements (whether existing as of the date of this conveyance or enacted or promulgated in the future).

3.3 **Removal and Disposal of Soil and Groundwater.** No soils shall be excavated at or removed from any portion of the Property, unless and until representative soil samples from such portion of the Property are first tested to determine whether any actionable levels of petroleum-related or other regulated chemicals are present, and if such levels are present, then (a) the excavation, management, disposal and/or removal of any such soils at or from such portion of the Property shall be governed by a written soil management plan ("Soil Management Plan") to be developed by Grantee or any other Grantee Party, as applicable, which shall comply with all applicable laws and regulatory requirements, and (b) Grantee, or any other Grantee Party, as applicable, obtains any required Government approval of the Soil Management Plan. Grantee and the other Grantee Parties shall be solely responsible for the proper and lawful performance and payment of (a) any and all soil excavation, hauling, transportation and disposal pursuant to the Soil Management Plan or otherwise, and (b) any extraction, dewatering and disposal of any groundwater to be extracted or removed from the Property arising out of or resulting from any development or other construction activities at the Property, including any required testing and treatment of such water (collectively, the "Soil and Groundwater Removal Restriction"). Except as may be otherwise expressly provided in the Agreement, Grantor shall not be obligated to pay any costs related to such soil excavation or groundwater extraction or any soil or groundwater removal or disposal, and/or any development of the Property.



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3.4 **Relocation of Corrective Action Equipment; Development.** In the event that monitoring wells or other remediation equipment and any related improvements (collectively, the "Corrective Action Equipment") owned by BP Products North America, Inc. (hereinafter sometimes referred to as "BP/Grantor") are: (a) present at the Property on the date of this conveyance; (b) subsequently required to be present on the Property after the date of this conveyance by the Government in connection with the Retained Environmental Liabilities of BP/Grantor (as determined by prior Agreement between BP Products North America Inc. and Parent Petroleum Inc.) ; or (c) otherwise installed at the Property by or on behalf of BP/Grantor in connection with BP/Grantor's Retained Environmental Liabilities or otherwise, no Grantee Party will interfere with the use or operation of the Corrective Action Equipment, or damage or destroy (or permit the damage or destruction of) any Corrective Action Equipment. In the event Grantee or any other Grantee Party damages or destroys any Corrective Action Equipment, Grantee or such other Grantee Party (as applicable) shall pay, upon demand, BP/Grantor's costs in repairing or replacing it.

Grantee shall submit to BP Products North America, Inc. c/o Angel Associates LP a copy of plans for any construction or relocation of any improvements on the Property, or any excavation, demolition, regrading, repaving, landscaping or other development activity at the Property performed by any person on the Property (excluding work by BP/Grantor or Angel Associates LP and any renovations solely to the interior of buildings that have no impact on Seller's Work) at the Property ("Development") for BP/Grantor's review and consent at least thirty (30) days prior to the commencement by anyone of any Development activities on the Property. No Grantee Party shall remove or relocate any Corrective Action Equipment without the prior written consent of BP/Grantor. In the event that BP/Grantor consents to any such removal or relocation, then either (at BP/Grantor's sole election): (y) Grantee (or such other Grantee Party (as applicable)) shall perform such removal and/or relocation at its sole cost and expense, pursuant to plans and specifications which have been approved in writing by BP/Grantor, and using contractors acceptable to BP/Grantor (in which event BP/Grantor and its contractors and consultants shall have the right to be present at, and supervise, such removal or relocation); or (z) BP/Grantor shall perform (or cause to be performed) such removal and/or relocation, but all costs and expenses of such removal or relocation shall be borne solely by Grantee or such other Grantee Party (as applicable), and Grantee or such other Grantee Party (as applicable) shall promptly reimburse BP/Grantor for any such costs or expenses paid, sustained or incurred by Grantor.

3.5 **Cooperation.** Grantee and each of the other Grantee Parties agrees to cooperate with BP/Grantor, with Angel Associates LP and with the Government in obtaining a "No Further Action Determination" based on standards applicable to future commercial use of the Property for any "Hydrocarbon Release" ( as those terms are defined in the Agreement) relating to or arising out of BP/Grantor's prior use of the Property in connection with the Retained Environmental Liabilities. Said cooperation may include, but not be limited to, the following: (a) cooperation with BP/Grantor and assistance to BP/Grantor in obtaining any approvals, consents or permits required for BP/Grantor's remediation efforts on the Property (and/or any Hydrocarbons that may have migrated from the Property to adjacent properties) or BP/Grantor's "UST Reimbursement Program" reimbursement requests (as defined in the aforementioned Purchase Sale Agreement between BP Products North America, Inc. and Parent Petroleum Inc.); (b) cooperation so as to minimize the time and expense associated with BP/Grantor's remediation efforts on the Property (and/or any Hydrocarbons that may have migrated from the Property to adjacent properties) including, without limitation, the granting of access to on-site utilities (e.g., electricity, sewer, and water) if required for such activities, with the proration of any such utility costs to be based upon BP/Grantor's actual use thereof; (c) execution of any and all documentation as may be necessary, in BP/Grantor's sole discretion, to obtain a No Further Action Determination for the Property and may include any state-specific or Government-required form of environmental restrictions and/or covenants, deed notices, or any similar site closure documentation or forms required or authorized by the Government or the Environmental Laws (which documentation may impose further use and

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operating restrictions similar to those set forth in this Exhibit B on the use of the Property by Grantee and the other Grantee Parties); (d) attendance at any meetings requested by BP/Grantor relating to a Hydrocarbon Release and remediation efforts on the Property (and/or any Hydrocarbons that may have migrated from the Property to adjacent properties); and/or (e) such other further acts as may be required in order to obtain a No Further Action Determination for any environmental incident relating to BP/Grantor's prior use, ownership or operation of the Property. Should Grantee or any Grantee Party fail or refuse to sign such documentation, or are unavailable to sign such documentation (after reasonable inquiry by BP/Grantor (such reasonableness to be determined by BP/Grantor in its sole discretion)), Grantee or Grantee Parties hereby irrevocably appoint any Environmental Business Manager of BP/Grantor (or any successor corporation thereto) as its attorney-in-fact to sign and execute such documentation for and on behalf of Grantee or Grantee Parties. Grantee and each of the other Grantee Parties further authorizes BP/Grantor to record one or more "No Further Action Determinations", any state-specific or Government-required form of environmental restrictions and/or covenants, deed notices, deed acknowledgments, Government orders or any similar site closure documentation or forms required or authorized by the Government or the Environmental Laws against the Property, if and when the same is/are issued by the Government.

3.6 **Notice.** Any notices required to be given to Grantor shall be given using the following address:

BP Products North America Inc.  
 c/o ANGEL ASSOCIATES LIMITED PARTNERSHIP  
 381 E. St. Charles Road  
 Carol Stream IL 60188

Telephone No.: 630-669-0141

B. **Duration.** The Groundwater Exposure Restriction, the Residential Use Restriction, the Below-grade Restriction, the Construction Workers' Caution Restriction, and the Soil and Groundwater Removal Restriction, including their related restrictions, notices, acknowledgments and affirmative covenants (collectively, the "Environmental Restrictions"), shall run with land and each portion thereof and shall be binding upon and inure to the benefit of BP/Grantor, the other Grantor Parties, Grantee and the other Grantee Parties, and shall remain in full force and effect and bind and restrict the Property, unless and until the Environmental Restrictions (or any portion thereof) are either: (1) waived in writing by BP/Grantor under conditions which, in BP/Grantor's sole discretion, demonstrate that specific risks to human health and the environment are, have been, and/or will be appropriately reduced; or (2) released in writing by BP/Grantor. BP/Grantor may, at Grantee's request, release a portion or portions of the Environmental Restrictions from the Property upon BP/Grantor's receipt from Grantee of an acknowledgment from the Government, obtained by Grantee at its sole cost and expense, that test results demonstrate that the Property meets the then-current soil and groundwater standards for the Property without that portion or portions of the Environmental Restrictions and that the Government approves the releasing of that portion or portions of the Environmental Restrictions.

### III. Certain Environmental Acknowledgments, Covenants and Notices.

A. **Prior Use.** Grantee acknowledges that the Property has been used as a service station or for related purposes for the storage, sale, transfer and distribution of motor vehicle fuels, petroleum products or derivatives containing hydrocarbons.

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B. **USTs.** Grantee acknowledges that underground storage tanks and associated product piping systems (“USTs”) included in, on or under the Property may contain explosive gases and may have been used for the storage of motor fuels containing tetraethyl lead or other “antiknock” compounds which have made such USTs unfit for the storage of water or any other article or commodity intended for human or animal contact or consumption. Grantee expressly agrees not to use or permit the use of any such USTs for such purposes.

C. **Notice of Environmental Restrictions upon Conveyance.** Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a recital acknowledging the Environmental Restrictions and providing the recording location of this Deed upon such conveyance substantially in the following form: “The real property described herein is subject to the Environmental Restrictions made by BP Products North America Inc., as Grantor, for its benefit and for the benefit of other parties and persons as set forth therein, and recorded with the Office of the Recorder of Cook County on the 13th day of January, 2010, in the Recorder’s Deed Records having Document No. 1001304285 as if the same were fully set forth herein.” Notwithstanding the foregoing, any failure to include such notice shall not, in and of itself, create any right or claim that any of the Environmental Restrictions or this Deed are void, voidable or otherwise unenforceable in accordance with their terms.

#### IV. **Defined Terms; Successors; Other.**

Unless otherwise expressly noted herein, all initially capitalized terms used in this **Exhibit B** shall have the meanings ascribed to such terms as set forth in the Deed to which this **Exhibit B** is attached. By taking title to the Property (or otherwise succeeding, directly or indirectly, to any of Grantee’s right, title or interest in or to the Property), each Grantee Party shall be conclusively deemed to have agreed to and accepted each and all of the terms, provisions and conditions of this **Exhibit B**, and to have agreed to be bound thereby. It is the intention of Grantor and Grantee that the terms, provisions, covenants and restrictions set forth in this **Exhibit B** shall be deemed to have vested upon the execution and delivery of this Deed by Grantor. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of the rule against perpetuities, then any such covenants and restrictions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of President Barack Obama. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of any other statutory or common law rule(s) or regulation(s) imposing time limits, then any such covenants and restrictions shall continue only for the longest period permitted under such statutory or common law rule(s) or regulation(s). If any term, provision, condition, covenant or restriction in this **Exhibit B** shall, to any extent, be invalid or unenforceable, the remainder of this **Exhibit B** (or the application of such term, provision, condition, covenant or restriction to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, condition, covenant and restriction set forth in this **Exhibit B** shall be valid and enforceable to the fullest extent permitted by law. Grantee acknowledges, for itself and the other Grantee Parties, that the breach of any of the covenants or restrictions contained in this **Exhibit B** on the part of Grantee or any other Grantee Party will result in irreparable harm and continuing damages to BP/Grantor and Grantor’s business, and that BP/Grantor’s or Grantor’s remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to BP/Grantor or the Grantor at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant or restriction by Grantee or any other Grantee Party. In the event that Grantee or any other Grantee Party shall breach any of the covenants or restrictions set forth in this **Exhibit B**, then Grantee or such other Grantee Party (as applicable) shall pay all of BP/Grantor’s and Grantor’s costs and expenses (including reasonable attorneys’ fees) incurred in enforcing such covenants and restrictions.

# UNOFFICIAL COPY

V. **Supply Agreement.** Grantee acknowledges, for itself and the other Grantee Parties, that the covenants or restrictions contained in a Supply Agreement executed by Amin M. Moten ("Dealer") and Parent Petroleum, Inc., dated the 18<sup>th</sup> day of September, 2013, and filed of record with the Recorder of Deeds of Cook County contains further restrictions and covenants which bind the Grantee, Grantee parties and other related third parties for the duration set forth therein. The Grantee, for itself, Grantee parties and other related third parties further acknowledge the rights of Parent Petroleum, Inc., as set forth in such Supply Agreement, to modify the supply of product and to re-image the property location to conform to such modification, provided, however, that Parent Petroleum Inc. takes such action as necessary and appropriate to secure a release of such covenants and restrictions as may affect the sale of petroleum products at the property location by BP Products North America, Inc. and to substitute therefor, such covenants and restrictions, as are then customarily imposed on property locations by the product refiner or manufacturer then permitted to sell product under the Supply Agreement aforesaid. The Grantee, for itself, Grantee parties and other related third parties shall take such action as is required under the Supply Agreement aforesaid to facilitate the substitution of product and shall otherwise comply in all respects with the covenants and restrictions of the Supply Agreement imposed upon the Grantee. The term "other related third parties" shall be deemed to include the Dealer and any other entities directly or indirectly occupying, managing or related to the operation of the retail gasoline service station/convenience store at 2598 West Higgins Road, Hoffman Estates, IL 60169, commonly controlled by the Grantee or any Grantee party.

[End of Exhibit B to Deed]

DEPT. OF RECORDS & CLERK'S OFFICE  
Cook County Clerk's Office

UNOFFICIAL COPY

For Recorders Use

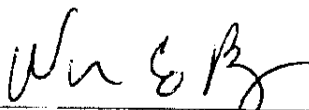
Property of Cook County Clerk's Office

State of Illinois )  
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County of DuPage)

PLAT ACT AFFIDAVIT-METES AND BOUNDS DESCRIPTION

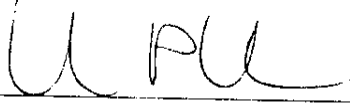
William E. Boylan, being first duly sworn, on oath depose and say as follows:

1. That the undersigned is counsel and representative for Angel Associates Limited Partnership, who is identified as the Grantor in a certain Quitclaim Deed executed in favor of Combined Properties, LLC relative to certain real property, the said deed to which this Affidavit is attached.
2. That the attached deed is not in violation of 765 ILCS 205/1(a) for the following reason:  
  
The sale is exempt from 765 ILCS 205/1(a) under the provisions of 765 ILCS 205/1(b)(9) and the sale or exchange of the parcel of land constitutes conveyance of the entire interest of the Grantor which was conveyed to the Grantor, and which was not thereafter subdivided by Grantor.
3. The undersigned states that he is making this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois to accept the attached deed for recording.
4. Further Affiant sayeth not.

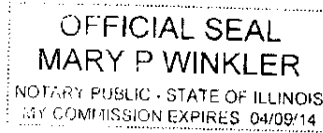
  
\_\_\_\_\_  
William E. Boylan Atty at Law

# UNOFFICIAL COPY

Subscribed and Sworn to  
Before me this 18<sup>th</sup> day of September,  
2013



Notary Public



Drafted by:

William E. Boylan  
Attorney at Law  
381 E. St. Charles Road  
Carol Stream IL 60188  
630-682-8880

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I CERTIFY THAT THIS  
IS A TRUE AND CORRECT COPY

OF DOCUMENT # 1326339067

SEP 26 13



RECORDER OF DEEDS COOK COUNTY