



Doc#: 1406329066 Fee: \$68.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/04/2014 02:30 PM Pg: 1 of 4

GENERAL WARRANTY DEED

147 481
186 771
635462
101-
2892150

KNOW ALL MEN BY THESE PRESENTS: that True North Energy, LLC, a Delaware limited liability company, for valuable consideration paid, grants with general warranty covenants to FBR Holdings, LLC, an Illinois limited liability company, whose tax mailing address is 5201 West Addison, Chicago, IL 60641, the following described real property:

PARCEL 1:

THE EAST 31 FEET OF LOT 3 IN BLOCK 1 IN HIELD AND MARTIN'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 AND 2 IN BLOCK 1 IN HIELD AND MARTIN'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 5201 West Addison, Chicago, IL 60641
Tax Parcel # 13-21-303-013-0000 Parcel 1; # 13-21-303-036-0000 Parcel 2

Prior Instrument Reference:

Subject to:

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

2. From and after the Effective Date until January 31, 2034 ("**Termination Date**"), if motor fuel is stored, advertised or sold at or from the Premises, the motor fuel stored, advertised or sold shall be sold under the "Shell" trademark ("**Brand Covenant**"), all as more fully set forth in that certain Branding and Product Purchase Commitment Agreement dated as of the Effective Date, by and between Grantor and Equilon Enterprises LLC dba Shell Oil Products US, a Delaware limited liability company ("**Equilon**") ("**Branding Agreement**"). The Brand Covenant shall expire automatically on the Termination Date without need for filing a release, or other action of Equilon, Grantor or Grantee. The Premises and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered and conveyed subject to the Brand Covenant. Grantor and Grantee intend and agree that the Brand Covenant, shall be a covenant running with the land. The burdens of the Brand Covenant shall apply to the entire

UNOFFICIAL COPY

Premises, shall pass with each and every portion of the Premises, and shall apply to and bind Grantee and Grantee's respective successors, assigns, transferees and subsequent owners in interest of the Premises.

3. Until the Termination Date, Equilon has retained a right of first refusal to purchase the Premises, pursuant to the terms of the Branding Agreement ("**Right of First Refusal**"). The Right of First Refusal shall expire automatically on the Termination Date, without need for filing a release, or other action of Equilon, Grantor or Grantee. The terms of the Right of First Refusal are set forth in Exhibit C to the Special Warranty Deed dated March 8, 2010 conveying the Premises from Equilon to Grantor and recorded in the Cook County Recorder's Office as Document No. 1007026320.

4. Grantee has granted a right of access to Grantor and Equilon pursuant to the terms of an Access Agreement dated as of the Effective Date, which is being recorded on the same day as this instrument.

5. Grantee covenants and agrees that it shall not install and, it shall prevent any subsequent purchaser or permitted assignee of the Premises from installing, any well or other tank, pump or related equipment for the use or storage of potable water at the Premises. Grantee further covenants and agrees that it shall not improve or use, and shall prohibit any subsequent purchaser or assignee of the Premises from using or improving, the Premises for residential purposes (including multi-family residential uses), or for any hospital, school, elder care or day care center or for a park or playground. Grantee further covenants and agrees that it shall not materially change the use of the Premises in such a way as to increase the level of clean-up required by any governmental entity for any environmental condition which had affected the Premises as of the Effective Date; that all soil and groundwater removed from the Premises will be disposed of in accordance with all applicable environmental laws, statutes, rules and regulations; Grantor may record against the Premises such No Further Remediation Letters or similar documents ("NRF Letters") issued by the government agency having jurisdiction over the Premises; and Grantee will comply with all terms and conditions of such NRF Letters.

6. Grantor and Grantee intend and agree that each of the Covenants Nos. 2, 3, 4 and 5, above, shall be covenants running with the land. The burdens of the covenants shall apply to the entire Premises, shall pass with each and every portion of the Premises, and shall apply to and bind Grantee and Grantee's respective successors, assigns, transferees and subsequent owners in interest of the Premises. Grantee agrees to include the foregoing restrictions, covenants and conditions, including but not limited to the Brand Covenant, in any conveyance or assignment of the Premises to a successor grantee and, as a condition of any conveyance of the Premises, to require successor grantees to enter into an agreement assuming all obligations of Grantee under Article 2 (Brand Covenant) of the Branding Agreement.

Grantee hereby acknowledges that the terms, conditions and duration of the foregoing restrictions, covenants, and conditions are fair and reasonable. Grantee hereby agrees that, in the event the foregoing restrictions, covenants or conditions are violated, Grantor, and/or

UNOFFICIAL COPY

any successor-in-interest to Grantor, (i) may elect to enforce the foregoing restrictions, covenants and conditions by an action in equity to obtain an injunction against any violation of the foregoing restrictions, covenants, and conditions; and (ii) may pursue any other remedy available at law or in equity for any breach of the foregoing restrictions, covenants, or conditions.

All purchasers, lessees, and possessors of all or any portion of the Premises shall be deemed by their purchase, leasing, or possession of the Premises to have agreed to the foregoing restrictions, covenants, and conditions. Grantee's acceptance of the deed to the Premises evidences Grantee's acceptance of, and agreement to, the foregoing restrictions, covenants, and conditions, and Grantee acknowledges that Grantee has received adequate and sufficient consideration for Grantee's acceptance of and agreement to the foregoing restrictions, covenants, and conditions. Any failure to enforce any breach of the foregoing restrictions, covenants, and conditions shall not constitute a waiver of the foregoing restrictions, covenants, and conditions, or of any subsequent breach thereof, or any remedy that may be exercised for breach thereof. Any waiver of any breach of the foregoing restrictions, covenants, and conditions shall not constitute a waiver of any subsequent breach thereof, or of any remedy that may be exercised for breach thereof. The exercise of any remedy for any breach of the foregoing restrictions, covenants, and conditions shall not preclude the exercise of any other remedy for any breach of the foregoing restrictions, covenants, and conditions.

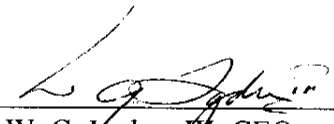
SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor shall warrant specially the Premises herein conveyed and shall defend title to the Premises against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise, provided, that this conveyance and the special warranty made by Grantor contained herein are subject to the matters contained herein and to any and all matters of record. The preceding sentence is for the benefit of Grantee and the parties now or hereafter constituting Grantee and may not be relied on, or enforced by, any other entity, including, without limitation, any direct or remote successor in title to Grantee, or any title insurer of Grantee, or its direct or remote successors in title, by way of subrogation or otherwise.

Executed by W. G. Lyden, III, CEO of True North Holdings, Inc., Member of True North Energy, LLC, a Delaware limited liability company, this 27th day of February, 2014.

MAIL TAX BILLS TO:
 FBR HOLDINGS LLC
 5201 W. ADDISON
 CHICAGO, IL 60641

True North Energy, LLC,
 a Delaware limited liability company

By: True North Holdings, Inc.,
 Its Member

By: 
 W. G. Lyden, III, CEO

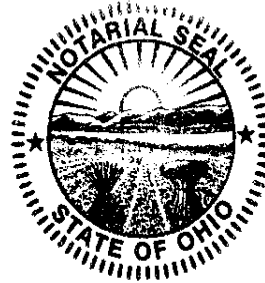
UNOFFICIAL COPY

State of Ohio)
) SS:
County of Lucas)

The foregoing instrument was acknowledged before me this 21st day of February, 2014, by W. G. Lyden, III, CEO of True North Holdings, Inc., Member of True North Energy, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Karen S. Wainer
Notary Public

This Instrument Prepared By:
Patricia G. Lyden, Esq.
Lyden, Chappell & Dewhirst, Ltd.
5565 Airport Highway, Suite 101
Toledo, Ohio 43615



KAREN S. WAINER
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 06-04-2016


City of Chicago
Dept. of Finance
662045




Real Estate
Transfer
Stamp
\$8,925.00

3/4/2014 13:59
dr00764

Batch 7744,030

STATE TAX

STATE OF ILLINOIS
MAR.-4.14
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000018374
REAL ESTATE
TRANSFER TAX
00850.00
FP 103037

COUNTY TAX

COOK COUNTY
REAL ESTATE TRANSACTION TAX
MAR.-4.14
REVENUE STAMP

0000018226
REAL ESTATE
TRANSFER TAX
00425.00
FP 103042

Property of Cook County Clerk's Office