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Doc#: 1417410038 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/23/2014 12:28 PM Pg: 1 of 6

This instrument prepared by:

Philip J. Carbone, Esq.
PAV2, LLC
24501 Ecorse Road
Taylor, Michigan

After recording, return to:

LGP Realty Holdings LP
645 Hamilton Street, Suite 500,
Allentown, Pennsylvania 18101

Property Index Number:

31-11-302-029-0000

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STATE OF ILLINOIS

COUNTY OF COOK

SPECIAL WARRANTY DEED

When Recorded Return to:
Title Source, Inc. -
Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI#: 58598799

THE GRANTOR, PAV 2, LLC, an Illinois limited liability company ("Grantor"), with its principal address at 24501 Ecorse, Taylor, Michigan 48180, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, hereby **CONVEYS** and **SPECIALLY WARRANTS** to LGP Realty Holdings LP, a Delaware limited partnership ("Grantee"), having its principal office at 645 Hamilton Street, Suite 500, Allentown, PA 18101, all interest in certain real estate situated in the Village of Flossmoor, County of Cook, in the State of Illinois, more particularly described on **Exhibit A** attached hereto (the "Property") as of June 19, 2014.

Together with all buildings and improvements erected thereon and any easements, rights of way or use, privileges, licenses, variances, non-conforming use rights, development rights and approvals, zoning rights and approvals, hereditaments, appurtenances, interests and other rights belonging to or inuring to the benefit of the Property and any and all right, title and interest of Grantor in and to any land lying in the bed of any highway, street, road or avenue, opened or proposed, abutting or adjoining the Property, subject to the exceptions listed herein and in **Exhibit B** ("Permitted Liens").

GRANTOR further **SPECIALLY WARRANTS** and agrees to **FOREVER DEFEND** the Property unto the said Grantee, and its successors and assigns, against said Grantor, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, through, from or under Grantor, but not otherwise.

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

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1. **Notice of BP Use and Operating Restrictions upon Conveyance.**

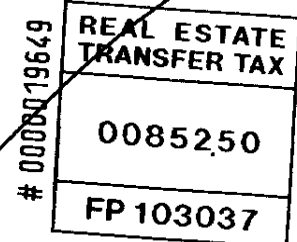
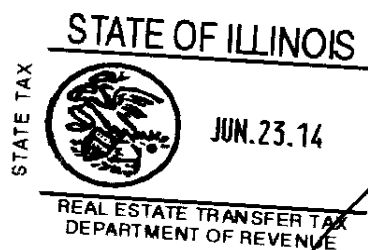
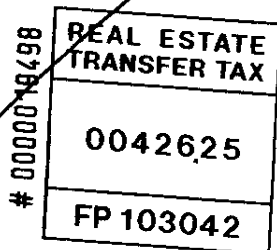
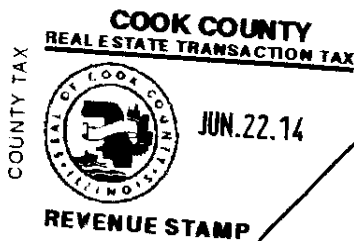
The Property described herein is subject to the use and operating restrictions including, but not limited to the Environmental Restrictions, made by BP Products North America, Inc., as Grantor, for its benefit and for the benefit of other parties and persons as set forth therein, and recorded with the Office of the Recorder of Cook County on the 28th day of January, 2009, in Cook County Deed Records as Document No. 0902818018 as if the same were fully set forth herein (the "BP Restrictions").

2. **Grantee's Indemnification of Grantor.**

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 Special Warranty 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 the Grantor Parties (as hereinafter defined)), and hold harmless, and does hereby waive, release and discharge, Grantor, its 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 any use of the Property following the date of this Deed which is in violation of or inconsistent with the BP Restrictions.

3. **Entire Understanding.**

All of the provisions of this Deed, including without limitation, the BP 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 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 Grantor 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.




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IN WITNESS WHEREOF, said Grantor has caused this Special Warranty Deed to be executed by an authorized representative of Grantor this June 18 2014.

GRANTOR:

PAV2, LLC, an Illinois limited liability company

By: 
Name: Philip J. Carbone
Title: Assistant Secretary


Property of Cook County Clerk's Office

STATE OF MICHIGAN)

COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 17 day of June, 2014, by Philip J. Carbone, Assistant Secretary of PAV2, LLC, an Illinois limited liability company, on behalf of the limited liability company.

[AFFIX SEAL]


Notary Public
Print Name: Bridget Campion
My commission expires: 11-12-15

**BRIDGET CAMPION
NOTARY PUBLIC, OAKLAND COUNTY, MI
MY COMMISSION EXPIRES NOVEMBER 12 2015**

Mail Subsequent Tax Bills To: LGP Realty Holdings LP, 645 Hamilton Street, Suite 500, Allentown, Pennsylvania 18101

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**EXHIBIT A
TO
SPECIAL WARRANTY DEED**

Legal Description

Tax Id Number(s): 31-11-302-029-0000

Land Situated in the Village of Flossmoor, County of Cook, State of Illinois:

PARCEL 1:

LOT 1 IN FINAL PLAT OF SUBDIVISION OF BP-AMOCO FLOSSMOOR, ILLINOIS, BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 2004 AS DOCUMENT 0420919104, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR INGRESS AND EGRESS AS CREATED BY RECIPROCAL ACCESS EASEMENT AND RESTRICTIVE COVENANT AGREEMENT RECORDED JULY 28, 2004 AS DOCUMENT 0421042347.

Commonly known as: 3950 Vollmer Road, Flossmoor, IL 60422

Property of Cook County Clerk's Office

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EXHIBIT B TO SPECIAL WARRANTY DEED

PERMITTED LIENS

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
2. Easements or claims of easements not shown by the Public Records.
3. 2013 due and payable. 2014 taxes and assessments a lien against the property not yet due and payable.
4. Grant of easement in favor of the Metropolitan Sanitary District of Greater Chicago, to construct, reconstruct, repair, maintain and operate a certain part of the intercepting sewer under and through the land described therein, recorded December 5, 1967 in Document No. 20346334, and the terms and provisions contained therein.
5. Grant of easement in favor of the Metropolitan Sanitary District of Greater Chicago, to construct, reconstruct, repair, maintain and operate a certain part of the intercepting sewer under and through the land described therein, recorded September 14, 1967 in Document No. 20260648, and the terms and provisions contained therein.
6. Covenants and restrictions contained in the deed recorded April 16, 1947 in Document No. 14035889, relating to cost and use of buildings to be erected on the land, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
7. Covenants and restrictions contained in the deed recorded June 17, 1952 in Document 15366967, relating to cost and use of buildings to be erected on the land, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
8. Reciprocal Access Easement and Restrictive Covenant Agreement recorded July 28, 2004 in Document No. 0421042347 made by and between BP Products North America Inc. and Builders Bank.
9. Water Line Utility Easement Agreement recorded September 27, 2005 in Document No. 0527032009 made by and between BP Products North America Inc., and the Village of Flossmoor.
10. A 25 foot and a 50 foot building line as set forth on the Final Plat of Subdivision of BP-Amoco Flossmoor, Illinois, recorded in Document No. 0420919104. (Affects the land as depicted on plat).

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11. Easement for public utilities and drainage as set forth on the Final Plat of Subdivision of BP-Amoco Flossmoor, Illinois, recorded in Document No. 0420919104. (Affects the land as depicted on plat)
12. Rights of the adjoining owners in and to the concurrent use of said easement insured as Parcel 2.
13. Restrictions contained in deed to PAV2, LLC recorded January 28, 2009 in Document No. 0902818018 relating to among other things the use and operation of the land.
14. Right of first refusal and option agreement made by and between B&R Oil Company, Inc.; PAV2, LLC and BP Products North America Inc., recorded January 28, 2009 in Document No. 0902818019 and the terms and provisions contained therein.
15. Rights of tenants now in possession of the land under unrecorded leases or otherwise.

Property of Cook County Clerk's Office