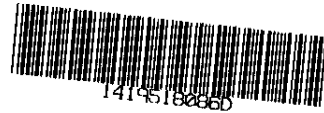


# UNOFFICIAL COPY

**Prepared by:**

Philip J. Carbone, Esq.  
B&R Oil Company, Inc.  
24501 Ecorse Road  
Taylor, Michigan 48180

**When Recorded Return to:**  
**Title Source, Inc. -**  
**Commercial Team**  
**662 Woodward Avenue**  
**Detroit, MI 48226**  
**TSI#: 58598777**



**Doc#: 1419518086 Fee: \$60.00**  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/14/2014 01:49 PM Pg: 1 of 12

**After Recording Return to:**

Lehigh Gas Wholesale Services, Inc.  
645 Hamilton Street, Suite 500  
Allentown, Pennsylvania 18101

Property Index Number:  
24-01-403-011-0000,  
24-01-403-012-0000

STATE OF ILLINOIS )  
:  
COUNTY OF COOK )

**No. 2567**

Village of Evergreen Park

\$ 604.00  
Jessy Fall  
**Real Estate Transaction Stamp**

## ASSIGNMENT OF LEASE

This Assignment of Lease ("Assignment") is entered into as of this 19 day of May, 2014, by and between B&R Oil Company, Inc., an Indiana corporation ("Assignor"), with its principal office at 24501 Ecorse Road, Taylor, Michigan 48180, and Lehigh Gas Wholesale Services, Inc., a Delaware corporation, having its principal office at 645 Hamilton Street, Suite 500, Allentown, PA 18101 ("Assignee").

## WITNESSETH

**WHEREAS**, The American Oil Company ("American Oil"), predecessor in interest to BP Products North America, Inc. ("BP"), and Cole Taylor Bank, as successor to Harris Trust and Savings Bank as Trustee under that certain Trust Agreement dated March 18, 1964 known as Trust Number 31456 (together with its successors and assigns, "Landlord #1") entered into that certain Lease dated June 25, 1964, a Memorandum of which was recorded as Document No. 19283800 in the Public Records of Cook County, Illinois, as amended by that certain Lease Rider dated June 25, 1964, as amended by that certain Modification of Lease dated January 6, 1997, as amended by those certain notice letters dated June 11, 2004, July 8, 2004, July 25, 2005, May 25, 2007, June 3, 2008, and January 6, 2009, respectively, for the property located at 2620 W. 95th Street, Evergreen Park, IL 60805, as more particularly described in the attached **Exhibit A** (the "Property") (together with any amendments, modifications and riders thereto, the "Lease #1").

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**WHEREAS**, American Oil and John Rich, Phyllis Rich Smeeth, and Sarah Coogan, as successors in interest to John K. Rich and Phyllis F. Rich (together with its successors and assigns, "Landlord #2") entered into that certain Lease dated April 27, 1964, a Memorandum of which was recorded on May 11, 1964 as Document No. 19123504 in the Public Records of Cook County, Illinois, as amended by those two (2) Lease Riders each dated April 27, 1964, as amended by that certain Modification of Lease dated January 6, 1997, as amended by those certain notice letters dated June 11, 2004, July 8, 2004, July 25, 2005, May 25, 2007, June 3, 2008 and January 6, 2009, respectively, for the property located at 2620 W 95th Street, Evergreen Park, IL 60805, as more particularly described in the attached **Exhibit A** (the "Property") (together with any amendments, modifications and riders thereto, the "Lease #2", and together with Lease #1, the "Ground Leases").

**WHEREAS**, BP assigned its interest as lessee under Lease #1 to Assignor pursuant to that certain Assignment of Lease dated January 22, 2009, and recorded February 5, 2009, as Document No. 0903631139 in the Public Records of Cook County, Illinois ("BP Assignment # 1").

**WHEREAS**, BP assigned its interest as lessee under Lease #2 to Assignor pursuant to that certain Assignment of Lease dated January 22, 2009, and recorded February 5, 2009, as Document No. 0903631140 in the Public Records of Cook County, Illinois ("BP Assignment # 2") and together with BP Assignment # 1, the "BP Assignments")

**WHEREAS**, Assignee has agreed to take an assignment of and assume all of Assignor's right, title and interest in and to the Ground Leases from Assignor, and Assignor has agreed to assign all of Assignor's right, title and interest in and to the Ground Leases to Assignee, subject to the exceptions set forth herein and in **Exhibit B** (the "Permitted Liens").

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.**

Assignor hereby sells, assigns, transfers and sets over onto Assignee, all of its right, title and interest in and to the Ground Leases, as of May 14, 2014 (the "Transfer Date"), to have and to hold the same from the Transfer Date for and during the residue of the term of the Ground Leases and any extensions or renewals thereto, subject, however, to all the conditions, covenants, agreements, restrictions, provisions, terms and rentals contained in the Ground Leases, this Assignment, and the BP Assignments.

2. **Acceptance.**

Assignee acknowledges that it has read the original or a copy of the Ground Leases assigned hereby and is fully aware of its terms and provisions, and, in consideration of this Assignment, Assignee hereby accepts the same and assumes and agrees to pay all rental due and

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other charges under said Ground Leases from and after the Transfer Date, and to observe and perform all of the covenants, agreements and conditions contained therein on the part of the lessee to be observed and performed from and after the Transfer Date.

### 3. Assignor's Remedies Upon Assignee Default.

Assignee shall immediately provide Assignor with copies of all default notices received from Landlord. In the event of a default by Assignee under the Ground Leases or under this Assignment, which default remains uncured for twenty (20) days after written notice is given by either Landlord or Assignor to Assignee to cure such default (or, in the event of a default under the Ground Leases, such period of time which is five (5) days prior to the expiration of the applicable cure period under the Ground Leases), time being of the essence, then Assignor shall have the right (but not the obligation) in its sole and exclusive discretion, to cure such default at the expense and for the account of Assignee.

Assignee shall reimburse Assignor upon demand for any costs and expenses, including without limitation attorneys' fees, for any efforts taken by Assignor to cure any default, or to compel Assignee to cure any default, or to otherwise enforce Assignor's rights hereunder. In the event such costs and expenses are not fully paid within five (5) days after Assignor's demand therefor, then interest at the rate of 12% per annum shall begin to accrue on the unpaid amount, which interest shall be added to and paid with such amount.

All of the rights and remedies granted to Assignor hereunder in the event of an uncured default by Assignee shall be in addition to any and all rights and remedies which Assignor may have under applicable law, and the exercise or pursuit of any one such right or remedy shall not be deemed to be an election of rights or remedies, and Assignor may pursue any other such rights or remedies at a later time or at the same time. No failure or delay on the part of Assignor in exercising any of such rights or remedies shall operate as a waiver thereof, and Assignor shall not be deemed to have waived any such rights or remedies, except by an express waiver in writing signed by Assignor and specifying the right or remedy to be waived. Any such express waiver by Assignor of a particular right or remedy in one instance, shall not preclude Assignor from exercising that right or remedy, or any right or remedies, as to any future instances.

### 4. Notices.

All notices required or sent hereunder shall be in writing and delivered in person, by messenger or other express delivery service, or by U.S. Mail Certified, Return Receipt Requested, to the address of the other party as set forth in the first paragraph of this Assignment, or to such other address as the parties may from time to time designate. Each such notice shall be deemed served and effective on the date of delivery or refusal, if delivered personally, on the date of the delivery receipt, if delivered by messenger or express service, or the date of mailing shown on the certified mail receipt, if delivered by certified mail.

### 5. Notice of BP Use and Operating Restrictions Upon Conveyance.

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This Assignment is made by Assignor and accepted by Assignee subject to the use and operating restrictions including, but not limited to the Environmental Restrictions, made by BP Products North America, Inc., as Assignor, 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 5<sup>th</sup> day of February, 2009, in Public Records of Cook County as Document No. 0903631139 and as set forth therein, and recorded with the Office of the Recorder of Cook County on the 5<sup>th</sup> day of February, 2009, in Public Records of Cook County as Document No. 0903631140 as if the same were fully set forth herein (collectively, the "BP Restrictions"). Assignee agrees to comply fully with all of the obligations of "Assignee" in the BP Restrictions as though Assignee was the "Assignee" thereunder.

## 6. Indemnification.

Assignor, for and on behalf of itself and its successors and assigns (including, without limitation, all successors to Assignor's interest in and to the Property, the Ground Leases, or any portion thereof (collectively, the "Assignor Parties"), hereby protect, indemnify and defend (with counsel reasonably acceptable to the Assignor Parties), and hold harmless, and does hereby waive, release and discharge, Assignee and the other Assignee 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 Assignee Parties directly or indirectly arising out of, resulting from, relating to or connected with any breach of Assignor Parties' duties, liabilities, obligations or covenants under the Ground Leases, this Assignment, and any use of the Property which is in violation of or inconsistent with the BP Restrictions occurring prior to the Transfer Date.

Assignee, for and on behalf of itself and its successors and assigns (including, without limitation, all successors to Assignee's interest in and to the Property, the Ground Leases, or any portion thereof (collectively, the "Assignee Parties"), by acceptance of this Assignment, hereby agrees, except as may otherwise be provided in the Agreement, to assume responsibility for, and shall protect, indemnify and defend (with counsel reasonably acceptable to the Assignor Parties), and hold harmless, and does hereby waive, release and discharge, Assignor and the other Assignor 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 Assignor Parties directly or indirectly arising out of, resulting from, relating to or connected with any breach of Assignee Parties' duties, liabilities, obligations or covenants under the Ground Leases, this Assignment and any use of the Property which is in violation of or inconsistent with the BP Restrictions occurring after the Transfer Date.

## 7. Covenants and Restrictions Run with the Land.

Notwithstanding anything to the contrary contained in this Assignment, all of the rights of Assignor and corresponding obligations of Assignee set forth in this Assignment, including without limitation the rights of entry and the BP Restrictions, shall be deemed to run with the Property and shall continue in full force and effect and shall be enforceable in accordance with the terms of this

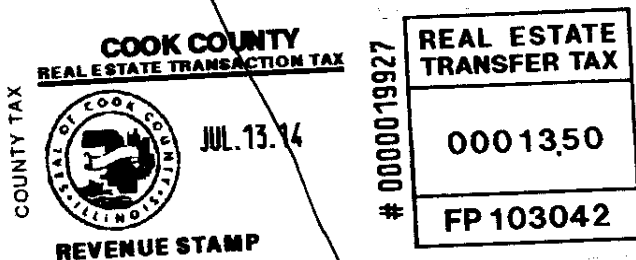
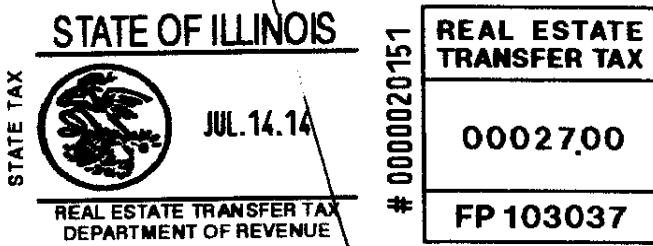
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Assignment. If Assignee should ever increase or change its interest in the Property, whether by acquiring the fee title thereto or a new or longer lease thereof or otherwise, such rights of Assignor and corresponding obligations of Assignee shall continue in full force and effect and shall apply to and be enforceable against Assignee's increased or changed interest in the Property, all in accordance with the terms of this Assignment.

**8. Entire Understanding.**

This Assignment, and 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 Assignment. No modification, waiver of, addition to, or deletion from the terms of this Assignment shall be effective unless reduced to writing and signed by Assignor and Assignee or their respective successors and permitted 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. This Assignment may be signed by the parties in counterparts, which together shall constitute one instrument, which shall be binding upon and inure to the benefit of the Assignor Parties, and Assignee and the Assignee Parties, as the case may be, and any other person or entity (if any) so expressly noted herein, but no other.

[The remainder of this page is intentionally left blank.]





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IN WITNESS WHEREOF, the Assignor and Assignee have each caused this Assignment of Lease to be executed by its authorized representatives as of the date first written above.

**ASSIGNOR:**

B&R Oil Company, Inc., an Indiana corporation

By: *[Signature]*  
Name: Philip J. Carbone  
Title: Assistant Secretary

**ASSIGNEE:**

Lehigh Gas Wholesale Services, Inc., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Property of Cook County Clerk's Office

105040  
Execution Copy - V.2

# UNOFFICIAL COPY

STATE OF Michigan )

COUNTY OF Wayne )

The foregoing instrument was acknowledged before me this 19 day of May, 2014, by Philip J. Carbone, Assistant Secretary of B&R Oil Company, Inc., an Indiana corporation, on behalf of the limited liability company.

[AFFIX SEAL]

Bridget Camp  
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**

STATE OF PENNSYLVANIA)

COUNTY OF LEHIGH )

The foregoing instrument was acknowledged before me this \_\_\_ day of May, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of Lehigh Gas Wholesale Services, Inc., a Delaware corporation, on behalf of the corporation.

[AFFIX SEAL]

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the Assignor and Assignee have each caused this Assignment of Lease to be executed by its authorized representatives as of the date first written above.

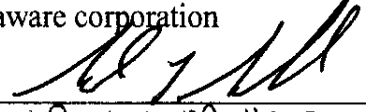
**ASSIGNOR:**

B&R Oil Company, Inc., an Indiana corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

Lehigh Gas Wholesale Services, Inc., a Delaware corporation

By:   
Name: Mark L. Miller  
Title: Treasurer

Property of Cook County Clerk's Office

105040  
Execution Copy - V.2



# UNOFFICIAL COPY

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2014, by \_\_\_\_\_, Assistant Secretary of B&R Oil Company, Inc., an Indiana corporation, on behalf of the limited liability company.

[AFFIX SEAL]

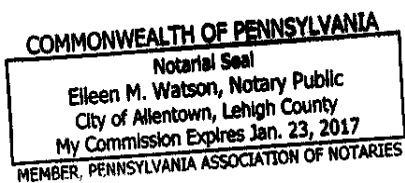
\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

COMMONWEALTH  
STATE OF PENNSYLVANIA)

COUNTY OF LEHIGH )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2014, by Mark L. Miller, the Treasurer of Lehigh Gas Wholesale Services, Inc., a Delaware corporation, on behalf of the corporation.

[AFFIX SEAL]



Eileen M. Watson  
Notary Public  
Print Name: Eileen M. Watson  
My commission expires: 1-23-2017

# UNOFFICIAL COPY

**EXHIBIT A  
TO  
ASSIGNMENT OF LEASE**

**Legal Description**

Tax Id Number(s): 24-01-403-011-0000, 24-01-403-012-0000

Land Situated in the City of Evergreen Park in the County of Cook in the State of IL

Parcel 1:

The West 200.0 feet of the East 233.0 feet of the South 260.00 feet of Lot 10 the East line of Lot 10, being the East line of the West 1/2 of the Southeast 1/4 of Section 1, Township 37 North, Range 13 East, of the Third Principal Meridian, and the South line of Lot 10 being the South line of said section, all in Chambers and Kellogg's Subdivision of the West 1/2 of the Southeast 1/4 of Section 1, Township 37 North, Range 13 East of the Third Principal Meridian, except that part thereof taken for highway on 95th Street, in Cook County, Illinois.

Parcel 2:

The West 220.0 feet of the East 453.0 feet, of the South 260.00 feet of Lot 10, the East line of Lot 10, being the East of the West 1/2 of the Southeast 1/4 of Section 1, Township 37 North, Range 13 East of the Third Principal Meridian, and the South line of Lot 10 being the South line of said section, all in Chambers and Kellogg's Subdivision of the West 1/2 of the Southeast 1/4 of Section 1, Township 37 North, Range 13 East of the Third Principal Meridian, except that part thereof taken for highway on 95th Street, in Cook County, Illinois.

Commonly Known As: 2620 W 95th Street, Evergreen Park, IL 60805-2700

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**EXHIBIT B  
TO  
ASSIGNMENT OF LEASE**

**PERMITTED LIENS**

1. The rights of Evergreen BP, Inc. as tenant under that certain Sublease Agreement dated January 22, 2009, as amended by that certain Amendment to Lease dated January 22, 2009.
2. The rights of McDonald's corporation as tenant under that certain Master 1511 Ground Lease and Operating Agreement dated March 18, 1996, as amended by that certain Term Sheet dated May 21, 1997, as amended by that certain Memorandum of Master 1511 Ground Lease and Operating Agreement dated July 31, 1997 and recorded September 24, 1997 as Document Number 97708494 in the Public Records of Cook County, Illinois, as amended by that certain Supplement to Restated and Amended Master 1511 Ground Lease and Operating Agreement dated May 20, 1998 and recorded June 18, 1998 as Document Number 98518002 in Public Records of Cook County, Illinois.
3. Real estate taxes and assessments for year 2013 and thereafter which are liens but not yet due and payable.
4. 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.
5. Easements or claims of easements not shown by the Public Records.
6. Lease in favor of The American Oil Company, a Maryland corporation, dated April 27, 1964 and recorded May 11, 1964, in Document No. 19123504. Assigned to B&R Oil Company, Inc. an Indiana corporation by Assignment of Lease dated January 22, 2009 and recorded February 5, 2009, in Document No. 0903631140.
7. Lease in favor of The American Oil Company, a Maryland corporation, dated June 25, 1964 and recorded October 26, 1964, in Document No. 19283800. Assigned to B&R Oil Company, Inc. an Indiana corporation by Assignment of Lease dated January 22, 2009 and recorded February 5, 2009, in Document No. 0903631139.
8. Memorandum of Ground Lease and Operating Agreement between Amoco Oil Company, Inc., a Maryland corporation and McDonald's Corporation, a Delaware corporation, dated July 31, 1997 and recorded September 24, 1997, in Document No. 97708494. Assigned to B&R Oil Company, Inc. an Indiana corporation by Assignment of

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Sublease dated January 22, 2009 and recorded February 5, 2009, in Document No. 0903631138.

9. Supplement to Restated and Amended Master 1511 Ground Lease and Operating Agreement between Amoco Oil Company, Inc., a Maryland corporation and McDonald's Corporation, a Delaware corporation, dated May 20, 1998 and recorded June 18, 1998, in Document No. 98518002.

10. Environmental No Further Remediation Letter dated September 29, 1998 and recorded February 8, 1999, in Document No. 99128345.

11. Easements as shown on recorded plat.

12. Rights of the public and any governmental unit in any part of the land taken, deeded or used for street, road or highway purposes.

Property of Cook County Clerk's Office