



Doc# 1825741107 Fee \$44.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 09/14/2018 12:05 PM PG: 1 OF 4

Prepared By +
**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**
AlvaradoSmith APC
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Attention: Craig D. Hardwick, Esq.

17017504MC James A 6877

(Space above line for Recorder's use)

Assessor's Parcel Numbers: 10-15-115-010-0000 and
10-15-115-012-0000

Address: 9301 Skokie Blvd, Skokie, IL 60077

WAIVER OF RIGHT OF FIRST REFUSAL

THIS WAIVER OF RIGHT OF FIRST REFUSAL ("*Waiver*") is made and entered this 8th day of June, 2018 ("*Effective Date*") by Equilon Enterprises LLC d/b/a Shell Oil Products US, a Delaware limited liability company ("*Equilon*"), with an address of 150 N. Dairy Ashford, Houston, Texas 77079.

WHEREAS, by that certain Special Warranty Deed dated effective as of May 19, 2010, and recorded on May 25, 2010 in the Cook County Recorder's Office as Document No. 1014541006 ("*Deed*"), Equilon did convey to Riteline Properties, L.L.C. an Illinois limited liability company ("*Riteline*"), the property commonly known as 9301 Skokie Boulevard, Skokie, Illinois, more particularly described in attached **Exhibit "A"** and in said Deed ("*Premises*").

WHEREAS, the Deed contained, and conveyance was subject to a Brand Covenant ("*Brand Covenant*") as well as a Right of First Refusal ("*ROFR*"), each in favor of Equilon and each for a period continuing until December 31, 2030, as both described and further set forth in said Deed.

WHEREAS, the Deed also provides that the Premises cannot be used or improved for any of the following purposes (collectively, the "*Use Restrictions*"): installing any well or other tank, pump or related equipment for the use or storage of potable water; residential purposes (including multi-family residential uses); hospital; school; elder care or day care center; park; playground; or any other material change in use which would increase the level of clean-up required by any

Box 400

*Waiver of Right of First Refusal
9301 Skokie Boulevard, Skokie, Illinois*

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governmental entity for any environmental condition which had affected the Premises as of the date of the Deed.

WHEREAS, the Deed also reserved to Equilon certain mineral rights ("*Mineral Rights Reservation*").

WHEREAS, Riteline has timely and properly notified Equilon in writing that Riteline has received a bona fide offer from GW Property Group, LLC, a Delaware limited liability company, a/k/a GW Skokie, LLC ("**GW**") to purchase the Premises from Riteline, and Riteline desires to so convey the Premises to GW; and

WHEREAS, Riteline has requested that Equilon waive its ROFR as to the conveyance to GW, and Equilon has agreed to waive the same.

NOW, THEREFORE, for good and valuable consideration received and hereby acknowledged, **Equilon, for itself and its successors and assigns, does hereby waive the ROFR as to the current transaction between Riteline and GW only**. Equilon hereby specifically reserves its ROFR for the duration of its term as to any subsequent or future sale or lease transaction pertaining to the Premises to any party not an affiliate of GW.

The Brand Covenant, the Use Restrictions, the Mineral Rights Reservation, all other terms and conditions of the Deed (except those pertaining to the ROFR, to the extent expressly waived in this Waiver), and the terms and conditions of all other agreements between Equilon and Riteline, and their respective successors and assigns, shall remain in full force and effect according to their terms.

[Signature and Acknowledgement on following page.]

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IN WITNESS WHEREOF, Equilon has executed this Waiver to be effective on the Effective Date defined above.

“Equilon”

EQUILON ENTERPRISES LLC,
a Delaware limited liability company,
d/b/a Shell Oil Company US

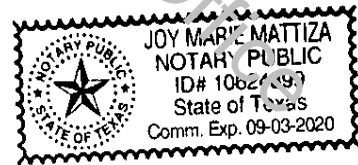
By: *William E. Platt*
Name: William E. Platt
Title: US & CA Claims and Special Projects

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The within and foregoing instrument was acknowledged before me this 8th day of June, 2018, by William E. Platt, US & CA Claims and Special Projects for Equilon Enterprises LLC, a Delaware limited liability company, d/b/a Shell Oil Products US, on behalf of said limited liability company.

Witness my hand and official seal.

Joy Marie Mattiza
Notary Public in and for the State of Texas
My commission expires: 9-3-2020



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Exhibit "A"

Legal Description of the Premises

PARCEL 1:

That part lying east of the east line of Skokie Boulevard of that part of the West ½ of Section 15, Township 41 North, Range 13 East of the Third Principal Meridian described as follows:

Commencing at the intersection of the west line of Section 15 aforesaid with the center line of Gross Point Road running thence northeasterly along the center line of said road 247.2 feet;

Thence northwesterly 186 .1 feet more or less to a point in the west line of Section 15 aforesaid, 252.5 feet (measured on the west line) north of the center line of said Gross Point Road;

Thence south to the PLACE OF BEGINNING (except that portion taken for highway purposes by the State of Illinois in Condemnation Case No. 81L26856) and being that part lying east of the east line of Skokie Boulevard of that part of the West ½ of Section 15, Township 41 North, Range 13 East of the Third Principal Meridian Described as follows:

Commencing at the intersection of the west line of said Section 15 with the centerline of Gross Point Road;

Thence North 44 Degrees, 14 Minutes, 41 Seconds East along said centerline 71.77 feet to the east line of Skokie Boulevard being parallel with and 50.0 feet normally distant easterly of said west line of Section 15, also being the POINT OF BEGINNING;

Thence North 44 Degrees, 14 Minutes, 41 Seconds East along the centerline of Gross Point Road for a distance of 175.43 feet;

Thence North 66 Degrees, 20 Minutes, 11 Seconds West for a distance of 35.25 feet to a point on the northwesterly right-of-way line of Gross Point Road;

Thence South 44 Degrees, 14 Minutes, 41 Seconds West along said right-of-way line for a distance of 55.09 feet to a point;

Thence westerly along the arc of a tangential curve concave to the north with a radius of 30 feet and a central angle of 135 Degrees, 50 Minutes, 32 Seconds for a distance of 71.13 feet to a point on the easterly right-of-way line of Skokie Boulevard;

Thence South 0 Degrees, 05 Minutes, 13 Seconds West along said line for a distance of 121.33 feet to the POINT OF BEGINNING, also except that part falling in Skokie Boulevard.

PARCEL 2:

That part lying east of the east line of Skokie Boulevard of that part of Lot 3 lying westerly of Gross Point Road in the Partition Between the Heirs of Michael Diederich of Part of the Southwest ¼ of the Northwest ¼ of Section 15, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Being all of the same tract of land described as Tract 157 in Deed from Shell Oil Company to Equilon Enterprises LLC recorded under Document No. 0020869465.