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Doc# 1829645012 Fee \$46.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/23/2018 10:46 AM PG: 1 OF 5

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: that True North Energy, LLC, a Delaware limited liability company, for valuable consideration paid, grants with special warranty covenants to Touhywolf Real Estate, Inc., an Illinois corporation whose tax mailing address is 600 E. Touhy, Des Plaines, IL 60018, the following described real property ("**Premises**"):

PARCEL 1:

THE WEST 135 FEET AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF OF LOT 10 IN BLOCK 10 IN DOUGLAS MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THAT PART LYING SOUTHERLY OF THE FOLLOWING DESCRIBED COURSE TO WIT: BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST 135.0 FEET OF LOT 10; DISTANT 15.0 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID LOT 10; THENCE WESTERLY PARALLEL WITH SAID SOUTH LINE OF LOT 10, A DISTANCE OF 77.0 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 75.0 FEET AND A CENTRAL ANGLE OF 53 DEGREES, 34 MINUTES, 24 SECONDS A DISTANCE OF 70.12 FEET TO A POINT IN THE WEST LINE OF SAID LOT 10, DISTANT 92.05 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID SECTION 30) ALSO EXCEPTING:

THAT PART DESCRIBED AS BEGINNING AT A POINT IN THE EAST LINE OF SAID WEST 135.00 FEET DISTANT NORTH 00 DEGREES 29 MINUTES 28 SECONDS WEST (ASSUMED BEARING) 15.01 FEET FROM THE SOUTH LINE OF SAID LOT 10: THENCE SOUTH 87 DEGREES 01 MINUTES 45 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF TOUHY AVENUE 77.00 FEET; THENCE NORTHWESTERLY 70.12 FEET (RECORD) 65.06 FEET (CALCULATED) ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 75 FEET (RECORD) 73.22 FEET (COMPUTED) THROUGH A CENTRAL ANGLES OF 53 DEGREES 34 MINUTES 24 SECONDS (RECORD) 50 DEGREES 54 MINUTES 35 SECONDS (COMPUTED) TO A POINT IN THE WEST LINE OF SAID LOT 10 DISTANT NORTHERLY 92.05 FEET FROM THE SOUTH LINE OF THE SOUTHEAST

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1/4 OF SAID SECTION 30 MEASURED AT RIGHT ANGLES THERETO; THENCE NORTH 00 DEGREES 29 MINUTES 28 SECONDS WEST, NOT TANGENT TO SAID CURVE, ALONG THE WEST LINE OF SAID LOT 10 A DISTANCE OF 92.96 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 87 DEGREES 01 MINUTES 45 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 3.08 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 07 SECONDS EAST 19.22 FEET; THENCE SOUTH 06 DEGREES 08 MINUTES 04 SECONDS EAST 45.42 FEET; THENCE SOUTHEASTERLY 72.76 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 48.00 FEET AND A CENTRAL ANGLES OF 86 DEGREES 51 MINUTES 23 SECONDS; THENCE NORTH 87 DEGREES 00 MINUTES 33 SECONDS EAST, TANGENT TO SAID CURVE, 77.53 FEET TO THE EAST LINE OF SAID WEST 135.00 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 28 SECONDS EAST ALONG SAID EAST LINE 10.06 FEET TO THE POINT OF BEGINNING)

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DEED FROM HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 27, 1961 AND KNOWN AS TRUST NUMBER 30267 TO CORKILL ELECTRIC COMPANY, AN ILLINOIS CORPORATION TO AN UNDIVIDED 1/2 AND ARTHUR WOSCH AND FRANCES WOSCH, HIS WIFE AS JOINT TENANTS TO AN UNDIVIDED 1/2 DATED NOVEMBER 27, 1962 AND RECORDED MARCH 19, 1963 AS DOCUMENT 18746043 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PREMISES:

THAT PART OF LOT 10 IN BLOCK 10 IN DOUGLAS MANOR BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 10, 135 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 10, THENCE NORTH ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID LOT 10, A DISTANCE OF 25 FEET, THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE DRAWN TO A POINT ON THE SOUTH LINE OF SAID LOT 10, 15 FEET EAST OF THE POINT OF BEGINNING, THENCE WEST 15 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE SOUTH 15 FEET MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) ALSO THAT PART OF LOT 9 IN BLOCK 10 IN DOUGLAS MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM A POINT ON WEST LINE OF SAID LOT 9, 15 FEET NORTH OF SOUTHWEST CORNER OF SAID LOT 9 TO A POINT ON THE SOUTH LINE

REAL ESTATE TRANSFER TAX

23-Oct-2018



COUNTY:	350.00
ILLINOIS:	700.00
TOTAL:	1,050.00

2

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OF SAID LOT 9, 25 FEET EAST OF SAID SOUTHWEST CORNER OF LOT 9,
ALL IN COOK COUNTY, ILLINOIS.

Address: 600 E. Touhy, Des Plaines, IL 60018 (#1948)

Tax Number: 09-30-410-020-0000

Prior Instrument Reference: Doc#: 1008231041 Cook County, IL

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 (October 19, 2018), (the "**Effective Date**") until December 31, 2030 ("**Equilon 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, as amended, by and between Grantor and Equilon Enterprises LLC, dba Shell Oil Products US, a Delaware limited liability company ("**Equilon**") ("**Branding Agreement**"). From and after the Equilon Termination Date and continuing until December 31, 2038 ("**Termination Date**"), the Brand Covenant shall be defined to restrict the storage, advertising and sale of motor fuel at the Premises to such fuel brand(s) as are authorized by Grantor, its successors and assigns. 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 and the remedies for breach thereof, as provided in the Branding Agreement, shall be covenants running with the land. The benefits of the Brand Covenant shall inure to the benefit of Equilon, its successors and assigns. The burdens of the Brand Covenant 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.

3. Pursuant to the terms of the Branding Agreement, until the Equilon Termination Date or the early termination of the Branding Agreement, whichever occurs first, Equilon has retained a right of first refusal to purchase the Premises (the "**Equilon Right of First Refusal**"). The Equilon Right of First Refusal shall expire automatically on the Equilon Termination Date, without need for filing a release or other action of Equilon, Grantor or Grantee. From and after the Equilon Termination Date or the early termination of the Branding Agreement and continuing until the Termination Date, Grantor shall retain a right of first refusal upon the same terms and conditions as are contained in the Branding Agreement, to purchase the Premises ("**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 Grantor or Grantee. The terms of the Equilon Right of First Refusal and the Right of First Refusal are set forth in Exhibit C to the Special Warranty Deed recorded on March 15, 2010 conveying the Premises from Equilon to Grantor and recorded in the Official Records of Cook County, Illinois as Document No. 1008231041.

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4. 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 ("NFR Letters") issued by the government agency having jurisdiction over the Premises; and Grantee will comply with all terms and conditions of such NFR Letters.

5. Grantor and Grantee intend and agree that each of the Covenants Nos. 2, 3 and 4, above, shall be covenants running with the land. The benefits of the covenants shall inure to the benefit of Equilon, its successors and assigns. 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 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


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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.

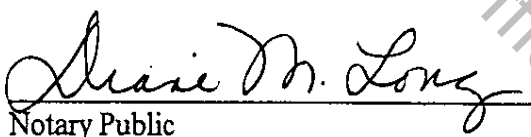
Executed by Mark E. Lyden, President of True North Holdings, Inc., Member of True North Energy, LLC, a Delaware limited liability company, this 10th day of October, 2018.

True North Energy, LLC,
a Delaware limited liability company
By: True North Holdings, Inc.,
Its Member

By: 
Mark E. Lyden, President

State of Ohio)
) SS:
County of LUCAS)

The foregoing instrument was acknowledged before me this 10th day of October, 2018, by Mark E. Lyden, President of True North Holdings, Inc., Member of True North Energy, LLC, a Delaware limited liability company, on behalf of the limited liability company.


Notary Public

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

Diane M. Long
Notary Public
State of Ohio
My Commission Expires
March 31, 2020