



19137060450

Doc# 1913706045 Fee \$46.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/17/2019 01:38 PM 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 Greenwood Property Management, Inc., an Illinois corporation whose tax mailing address is 900 W. Talcott, Park Ridge, IL, 60068, the following described real property ("**Premises**"):

Attached as Exhibit A

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 May 15, 2019, (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, 2039 ("**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

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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. 1007441131.

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.

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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 Mark E. Lyden, CEO/President of True North Holdings, Inc., Member of True North Energy, LLC, a Delaware limited liability company, this ^{9th} day of May, 2019.

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

By: 
Mark E. Lyden, CEO/President

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State of Ohio)
County of Lucas) SS:
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The foregoing instrument was acknowledged before me this 9th day of May, 2019, by Mark E. Lyden, CEO/President of True North Holdings, Inc., Member of True North Energy, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Diane M. Long
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



CITY OF PARK RIDGE
REAL ESTATE
TRANSFER STAMP
NO. 38784

Mail Tax Bills
TO:

Greenwood Property Management Inc.
900 West Talcott Road
Park Ridge, IL 60068-4741

REAL ESTATE TRANSFER TAX

17-May-2019



COUNTY: 325.00
ILLINOIS: 650.00
TOTAL: 975.00

09-35-311-058-0000

20190501668999 | 1-783-386-016

UNOFFICIAL COPY**EXHIBIT A****PARCEL 1:****LOT 30 (EXCEPT THAT PART THEREOF, DESCRIBED AS FOLLOWS:**

COMMENCING AT POINT ON THE WESTERLY LINE OF LOT 30, SAID POINT BEING 6.24 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 33.5 FEET, A DISTANCE OF 34.12 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 466.0 FEET, A DISTANCE OF 86.89 FEET TO A POINT ON WESTERLY LINE OF LOT 30 SAID POINT BEING 3.59 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT 30; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF LOT 30, A DISTANCE OF 115.17 FEET TO POINT OF BEGINNING);

LOT 31 (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF LOT 31; THENCE NORTHERLY ALONG EASTERLY LINE OF SAID LOT A DISTANCE OF 6.24 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 33.5 FEET, A DISTANCE OF 20.78 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 31; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 31, A DISTANCE OF 19.47 FEET TO POINT OF BEGINNING; AND,

COMMENCING AT NORTHEAST CORNER OF LOT 31; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 3.59 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 466.00 FEET, A DISTANCE OF 3.71 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 31; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 31, A DISTANCE OF 0.95 OF A FOOT TO POINT OF BEGINNING; AND,

LOTS 32, 33 AND 34 ALL IN THE SUBDIVISION OF BLOCK 6 IN SHANNON AND CANFIELD'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTHWESTERLY 8.00 FEET OF THE VACATED ALLEY, LYING NORTH OF AND ADJOINING PARCEL 1 AFORESAID,

ALSO DESCRIBED AS:

PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;

BEGINNING AT A POINT IN THE WEST LINE OF CUMBERLAND AVENUE, 727.00 FEET SOUTH OF

THE SOUTH LINE OF GILLICK STREET, AS MEASURED ALONG THE WEST LINE OF CUMBERLAND AVENUE; THENCE NORTHWESTERLY AND FORMING AN INTERIOR ANGLE OF 65 DEGREES, 44 MINUTES WITH THE LAST MENTION COURSE, A DISTANCE OF 99.00 FEET MORE OR LESS TO A POINT IN AN EXTENSION NORTHEASTERLY OF THE WESTERLY LINE OF PREMISES NOW OWNED BY SHELL OIL COMPANY; THENCE SOUTHWESTERLY TO THE NORTHWEST CORNER OF PREMISES NOW OWNED BY SHELL OIL COMPANY; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF PREMISES OWNED BY SHELL OIL COMPANY, A DISTANCE OF 99.00 FEET MORE OR LESS TO THE WEST LINE OF CUMBERLAND AVENUE; THENCE NORTH ALONG THE WEST LINE OF CUMBERLAND AVENUE TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE NORTHEASTERLY 8.00 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

Address: 900 W. Talcott, Park Ridge, IL 60068 (#1913)
 Tax Number: 09-35-311-058-0000

Prior Instrument Reference: Doc#: 1007441131 Cook County, IL