

# UNOFFICIAL COPY

Doc#. 2009939167 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 04/08/2020 12:07 PM Pg: 1 of 5

Dec ID 20200301649642  
ST/CO Stamp 1-448-136-928 ST Tax \$1,300.00 CO Tax \$650.00  
City Stamp 0-447-357-152 City Tax: \$13,650.00

Property of Cook County Clerk's Office

## SPECIAL WARRANTY DEED

GRANTOR: TRUE NORTH ENERGY, LLC

GRANTEE: WARSI MANAGEMENT, LLC

Property Address: 215 W. 31<sup>st</sup> Street



Chicago, IL 60616


PIN: 17-33-203-055-0000

TAX BILLS AND RETURN TO: Warsi Management, LLC

215 W. 31<sup>st</sup> Street

Chicago, IL 60616

REAL ESTATE TRANSFER TAX		30-Mar-2020
	COUNTY:	650.00
	ILLINOIS:	1,300.00
	TOTAL:	1,950.00
17-33-203-055-0000   20200301649642   1-448-136-928		

REAL ESTATE TRANSFER TAX		30-Mar-2020
	CHICAGO:	9,750.00
	CTA:	3,900.00
	TOTAL:	13,650.00 *
17-33-203-055-0000   20200301649642   0-447-357-152		

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## 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 Warsi Management, LLC, an Illinois limited liability company whose tax mailing address is 215 W. 31<sup>st</sup> Street, Chicago, IL 60616, the following described real property ("**Premises**"):

LOTS 1, 2, 3, 4 AND 5 IN ANNE REILEY'S SUBDIVISION OF LOTS 97, 98, 99 AND 100 IN BLOCK 3 IN CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 215 W. 31<sup>st</sup> Street, Chicago, IL 60616

Tax Number: 17-33-203-055-0000

Prior Instrument Reference: Doc#: 1007026324 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 March 27, 2020 (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, 2040 ("**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

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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 11, 2010 conveying the Premises from Equilon to Grantor and recorded in the Official Records of Cook County, Illinois as Document No. 1007026324.

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

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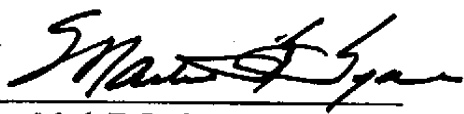
successor-in-interest to Grantor, (i) may elect to enforce the foregoing restrictions, covenants and conditions by an action in equity to obtain an injunction against any violation of the foregoing restrictions, covenants, and conditions; and (ii) may pursue any other remedy available at law or in equity 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 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 24<sup>th</sup> day of March, 2020.

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 )  
 ) SS:  
County of Lucas )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March, 2020, 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.

Karen S. Wainer  
Notary Public

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



KAREN S. WAINER  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 06-04-2021

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