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Doc#: 2033441133 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds

Date: 12/01/2020 11:38 AM Pg: 1 of 5

Dec ID 20200901612029

ST/CO Stamp 0-418-190-816 ST Tax \$575.00 CO Tax \$287.50

## SPECIAL WARRANTY DEED

Grantor: True North Energy, LLC

Grantee: MS Broadview Inc.

Property Address: 2425 W. Roosevelt Road



Broadview, IL 60155

PIN: 15-15-324-031-0000

Tax Bills and Return to: MS Broadview Inc.

2425 W. Roosevelt Road

Broadview, IL 60155

REAL ESTATE TRANSFER TAX		08-Oct-2020
	COUNTY:	287.50
	ILLINOIS:	575.00
	TOTAL:	862.50
15-15-324-031-0000   20200901612029   0-418-190-816		

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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 M S. Broadview, Inc., an Illinois corporation whose tax mailing address is 2425 West Roosevelt Road, Broadview, IL 60155, the following described real property ("**Premises**"):

LOT 462 IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION ROOSEVELT ROAD AND 17TH AVENUE SUBDIVISION OF LOTS 1 TO 5, 7 AND 8 IN OWNER'S PARTITION OF SOUTH 83.2 ACRES OF WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (**EXCEPT THAT PART OF SAID LOT 462 DESCRIBED AS FOLLOWS:** BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 462; THENCE SOUTH ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF 25TH AVENUE, A DISTANCE OF 118 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF ROOSEVELT ROAD AS PER CONDEMNATION PER PETITION FILED JULY 19, 1927 AS CASE NO. 583222, CIRCUIT COURT OF COOK COUNTY; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY OF ROOSEVELT ROAD A DISTANCE OF 17 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 14.142 FEET TO A POINT ON A LINE 7 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF 25TH AVENUE; THENCE NORTH ALONG SAID LINE 7 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF 25TH AVENUE; A DISTANCE OF 108 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 462; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 7 FEET TO THE POINT OF BEGINNING, ALSO EXCEPTING THEREFROM THE SOUTHERLY 7 FEET OF THE LAND AS CONDEMNED FOR WIDENING ROOSEVELT ROAD ON PETITION FILED JULY 19, 1927 AS CASE NO. 583222 COUNTY COURT OF COOK COUNTY, ILLINOIS).

Address: 2425 W. Roosevelt Road, Broadview, IL 60155  
Tax Number 15-15-324-031-0000

**TRANSFER STAMP**  
CERTIFICATION OF COMPLIANCE  
*Village of Broadview*  
10/06/20

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Prior Instrument Reference: Doc#: 1007641000 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 2, 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 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 17, 2010 conveying the Premises from Equilon to Grantor and recorded in the Official Records of Cook County, Illinois as Document No. 1007641000.

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

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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 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.

