



22146220040

Doc# 2214622004 Fee \$88.00

This Instrument Prepared By:

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

Kristin Langhoff
1000 North Water Street, Suite 1700
Milwaukee, Wisconsin 53202

KAREN A. YARBROUGH
COOK COUNTY CLERK

DATE: 05/26/2022 09:59 AM PG: 1 OF 10

When Recorded Return To:

Mail tax bills to:
Sasafrasnet Beep-Beep
c/o Esquire Petroleum, LLC
13255 West Bluemound Road, Suite 102
Brookfield, Wisconsin 53005
Attention: Ulice Payne, Jr

1 of 1
210000328

QUIT CLAIM DEED

THE GRANTOR, Esquire Petroleum, LLC, an Illinois limited liability company ("Grantor"), with its principal office address at 13255 West Bluemound Road, Suite 102, Brookfield, Wisconsin 53005, Attention: Ulice Payne, Jr., for the consideration of One U.S. Dollar and No/100ths (U.S. \$1.00) and other good and valuable consideration in hand paid, by these presents does hereby remise, release, convey and quit claim (without any covenant, representation or warranty of any kind), to Sasafrasnet Beep-Beep, LLC, an Illinois limited liability company (the "Grantee"), with an office address at c/o Esquire Petroleum, LLC, 13255 West Bluemound Road, Suite 102, Brookfield, Wisconsin 53005, Attention: Ulice Payne, Jr., as of ~~SEPTEMBER 30~~ ^{NOVEMBER 30}, 2021 (the "Transfer Date"), the following described real estate (the "Property"), situated in the City of Bellwood, County of Cook, State of Illinois, more particularly described as follows, to wit:

See legal description set forth on Exhibit A attached hereto and incorporated herein.

Address of Real Estate: 1401 River Oaks Drive, Calumet City, Illinois 60409
Tax Identification Number: 29-24-200-005-0000

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances; to have and to hold the Property as above described, with the appurtenances, unto Grantee, its successors and assigns forever.

The covenants and restrictions set forth in Exhibit B shall be known as "Deed Restrictions" and shall be incorporated into the Deed, shall survive the delivery of the Deed, and shall be covenants that run with the Property. Grantee shall insure that these Deed Restrictions are included in any deed or lease or other instrument conveying or demising any Property interest so that all Grantee-Related Parties (as defined in the Deed Restrictions) are bound by the

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Deed Restrictions and that the Deed Restrictions are enforceable against them. These Deed Restrictions shall continue in full force and effect for a period of thirty (30) years following the date Grantee or the Grantee-Related Parties, subsequent owners, users, and occupiers of the Property, including any successors, lessees, assignees, and licensees cease to store motor fuel on the applicable property provided, however, if and to the extent that any of the reservations or covenants herein would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provisions concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive the class of persons consisting of all of the lawful descendants of former U.S. President George H. W. Bush, living as of the date of the Deed.

[SIGNATURE PAGES FOLLOW]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Grantor has caused its name to be signed to this Quit Claim Deed on the day and year first above written.

GRANTOR:


Esquire Petroleum, LLC,
an Illinois limited liability company

By: *Ulice Payne, Jr.*
Name: Ulice Payne, Jr., Manager


STATE OF Wisconsin
) SS.
COUNTY OF Waushara



I Lorraine A Sether, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Ulice Payne, Jr., personally known to me (or proved to me on the basis of sufficient evidence) to be the Manager of Esquire Petroleum, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the within instrument, appeared before me this day in person, and acknowledged to me that he executed the said instrument as his free and voluntary act as such manager of said limited liability company, and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and official seal this 28th day of September 2021.

REAL ESTATE TRANSFER TAX
63711 5/23/22
84

Calumet City • City of Homes \$ 1760⁰⁰

Lorraine A Sether
Notary Public
Printed Name: Lorraine A Sether
Commission Expires: 3/9/2024

REAL ESTATE TRANSFER TAX
63712 5/23/22
84

Calumet City • City of Homes \$ 1760⁰⁰

REAL ESTATE TRANSFER TAX		26-May-2022	
		COUNTY:	220.00
		ILLINOIS:	440.00
		TOTAL:	660.00
29-24-200-005-0000		20211101650308 1-022-492-560	

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IN WITNESS WHEREOF, Grantee has caused its name to be signed to this Quit Claim Deed on the day and year first above written.

GRANTEE:

SASAFRASNET BEEP-BEEP, LLC, an Illinois limited liability company

BY: Sasafrasnet, LLC, Sole Member

By: *Ulice Payne, Jr.*
Ulice Payne, Jr. Manager

STATE OF Wisconsin, ss.
COUNTY OF Waukesha

I Lorraine A. Sether, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Ulice Payne, Jr., personally known to me (or proved to me on the basis of sufficient evidence) to be the Manager of Sasafrasnet, LLC, a Wisconsin limited liability company, the sole member of Sasafrasnet Beep-Beep, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the within instrument, appeared before me this day in person, and acknowledged to me that he executed the said instrument as his free and voluntary act as such manager of said limited liability company, and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and official seal this 28th day of September 2021.

Lorraine A. Sether
Notary Public
Printed Name: Lorraine A Sether
Commission Expires: 3/19/2024

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EXHIBIT A

PROPERTY

The North 232.513 feet of the East 226.23 feet of the Northeast 1/4 of Section 24, Township 36 North, Range 14 East of the Third Principal Meridian, (except that part taken for public right of ways) described as follows:

Commencing at the Northeast corner of said Section 24; thence West and parallel to the North line of said Section 24, 226.23 feet; thence South and parallel to the East line of said Section 24, 70.00 feet for a point of beginning; thence South 00 degrees 44 minutes 22 seconds East 162.51.00 feet; thence North 89 degrees 16 minutes 23 seconds East 166.23 feet; thence North 00 degrees 44 minutes 22 seconds West 137.14 feet; thence North 50 degrees 30 minutes 43 seconds West 39.29 feet; thence South 89 degrees 16 minutes 23 seconds West 136.23 feet to the point of beginning, in Cook County, Illinois.

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EXHIBIT B DEED RESTRICTIONS

1. Definitions. The following terms shall have the meanings set forth below for all purposes of this Deed:

1.1 "Authorities" shall mean any state, federal and local governmental agency or agencies having jurisdiction over the Property or Remediation Activities at the Property.

1.2 "Contamination" shall mean the presence at, on, under or originating from the Property of any chemical, compound, material, substance or other matter that (i) is flammable, explosive, hazardous, a waste, a toxic substance, or a related injurious or potentially injurious material whether injurious or potentially injurious by itself or in combination with other materials; (ii) is controlled, designated in or governed by any Environmental Law (as herein defined); or (iii) gives rise to any reporting, notice or publication requirements, or remediation under any Environmental Law.

1.3 "Engineering Controls" shall mean structural modifications to a Property or buildings, personal property or equipment on the Property which may be required or recommended by the Authorities, applicable laws, rules and regulations or by environmental consultants to prevent human exposure to vapors and/or liquids containing hazardous materials and to prevent the migration of vapors and/or liquids containing hazardous materials into any buildings, underground utilities or storm water retention/detention ponds, including without limitation, vapor extraction systems, vapor barriers, sealed sumps and storm pond liners.

1.4 "Environmental Project Manager" shall mean the environmental specialist(s) who shall be designated by Grantor and who shall be responsible for (a) managing any environmental investigations or assessments at the Property, (b) reviewing and coordinating Remediation Activities performed by the Remediation Consultant at the Property prior to Closing, if any, and/or (c) reviewing and/or approving any estimate of Remediation Costs. The Environmental Project Manager may at Grantor's discretion work with Grantee to satisfy any lender matters. The initial Environmental Project Manager shall be Drew Flynn of Faulkner and Flynn, Roanoke, Virginia. Grantor reserves the right in its sole discretion to replace the Environmental Project Manager from time to time.

1.5 "Environmental Laws" shall mean any and all federal, state, county or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Property, or soil and groundwater conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 24 U.S.C. §9601, et seq., The Resource Conservation and Recovery Act, 42 U.S.C. §1801, et seq., the Illinois Environmental Protection Act, 415 ILCS §5/1 et. seq., any amendments to the foregoing, and any similar federal, state or local laws, ordinances, rules, decrees, orders or regulations.

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1.6 "Person" or "Persons" shall mean an individual, partnership (whether general or limited), limited liability company, corporation, trust, estate, unincorporated association, nominee, joint venture or other entity.

1.7 "Grantee-Related Party" shall mean Grantee's parent, subsidiaries, and Affiliates and their respective owners, officers, employees, attorneys, agents, consultants, contractors, invitees, servants, representatives, successors and assigns, and all Persons who acquire an ownership interest, the right to occupy or use the Property, or any other interest in any Property from or through Grantee or another Grantee-Related Party. Grantee-Related Party shall include heirs and legal representatives if Grantee is a natural person.

1.8 "Remediation Activities" shall mean any investigation (including without limitation, any site investigation), study, assessment, testing, monitoring, containment, removal, disposal, closure, corrective action, remediation (whether active or passive), natural attenuation, bioremediation, response, cleanup or abatement, whether on-site or off-site, of Contamination to standards required by Environmental Laws in effect at such time.

1.9 "Remediation Consultant" shall mean one or more environmental engineering firms that are designated by Grantor in its sole discretion and that may engage in any activity requested by Seller, including without limitation, investigating the environmental condition of the Property, preparing Baseline Reports for the Property, preparing remedial action plans for the Property, supervising the assessments and remediation of the Property, and approving estimates of Remediation Costs for the Property.

1.10 "Remediation Contractor" shall mean one or more environmental engineering firms that are designated by Grantor and that may: (a) conduct remediation, sampling, and monitoring following Closing, and (b) prepare the estimate of Remediation Costs for each Property, and (c) obtain insurance policies required by Grantor or ExxonMobil (as defined in Section 3.3).

2. Maintenance of Records. Grantee and all Grantee-Related Parties shall maintain inventory and tank and line maintenance records for the Property as required to comply with all applicable laws, rules and regulations. Grantee shall deliver legible copies of such records to Grantor and ExxonMobil (as defined in Section 3.3) within ten (10) days of a request for such records by Grantor or ExxonMobil. Grantor and ExxonMobil shall have the right to review these records as either Grantor or ExxonMobil deems necessary so as to be assured of the integrity of underground storage tanks and lines systems at the Property. Within thirty (30) days after request by Grantor or ExxonMobil, Grantee shall deliver to Grantor and ExxonMobil legible copies of surveys or construction plans which show the location of any underground storage tanks and lines, any underground piping or other improvements installed or constructed by Grantee. Following the Effective Date, Grantee agrees to continue to use, maintain, repair and keep in good order the existing remote monitoring system (e.g. a Veeder-Root system) for the tanks and lines located on the Property. Grantee shall impose obligations identical to this Section 2 on all of its successors and assigns.

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3. Restrictions on Use.

3.1 Prohibited Uses. Grantee covenants and agrees, on its behalf and that of the Grantee-Related Parties, that the Property herein conveyed cannot be used for:

3.1.1 Any purpose involving residence of any type (including a bed & breakfast establishment, rooming house, or long term care facility,) or any other type of use where individuals are on the Property for more than a normal work day;

3.1.2 A place of worship (including Churches and synagogues), hospital, nursing home, child care, playground, recreational area, school (including any other type of educational facility or use), care facility (including but not limited to day, night or extended care for children, the elderly or the infirm), or farm (including any other type of agricultural use); or

3.1.3 Below grade living, working, storage or parking.

3.2 Zoning. Grantee and Grantee-Related Parties shall not at any time apply to the relevant Authorities to amend the zoning of the Property, or support any change in zoning of the Property which would allow any use prohibited herein, whether on an "as of right" basis or on any other basis whatsoever. Neither Grantee nor any Grantee-Related Party shall at any time seek to take advantage of any non-conforming user rights or exceptions to use including special use permits.

3.3 Grantor's Option to Repurchase. If Grantee, Grantee-Related Parties, or any subsequent owner, user or occupier of the Property uses or plans to use the Property in manner contrary to the restrictions or Engineering Controls set forth herein, attempts in any way to change zoning or make use of non-conforming user rights or exceptions, or otherwise materially violates the provisions of this Deed, Grantor or ExxonMobil Corporation, a New York Corporation ("ExxonMobil"), or both may seek to enforce such provisions or ExxonMobil at its option may, but is not obligated to, repurchase the Property in the manner hereinafter provided. ExxonMobil may at any time notify Grantee that ExxonMobil desires to repurchase Property.

3.3.1 Repurchase Price. The repurchase price shall be equal to the lesser of:

- a. The Purchase Price paid by Grantor when purchasing the Property from ExxonMobil, or
- b. The fair market value of the Property.

3.3.2 Fair Market Value. The fair market value of the Property (hereinafter "Fair Market Value") determined by an MAI appraiser who shall be hired by ExxonMobil must be located in the City or county where the Property is located, must be a member in good standing of the American Institute of Appraisers, and must have been engaged, as his or her primary livelihood, in the business of appraising commercial real estate in the State of Illinois for a period of at least ten (10) years prior to the date of selection. ExxonMobil shall pay the appraisal costs.

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3.3.3 Closing for a Repurchase. The closing for any repurchase transaction will occur at the offices of the title company selected thirty (30) days following ExxonMobil's receipt of the Fair Market Value from the appraiser. At the closing, Grantee shall deliver to ExxonMobil a valid special warranty deed, in recordable form and a bill of sale for any personal property of Grantee that Grantee does not remove from the Property prior to closing, both conveying good and marketable title, free and clear of all liens and encumbrances, except for any easements and restrictions set forth in the permitted encumbrances attached to the Deed. Grantee shall be responsible for all fees for recording the deed for the Property, including, without limitation, all transfer taxes and any documentary or other fees payable in connection with the recording of such deed and any similar charges imposed in connection with the repurchase of the Property by ExxonMobil.

3.4 Construction Work. If Grantee or any Grantee-Related Party encounters and excavates or removes soil or groundwater containing Contamination on the Property while conducting construction, remodeling, or demolish-and-rebuild work on the Property, Grantee or a Grantee-Related Party will solely bear the costs of removing, recycling or disposing of such Contamination. Grantee shall report all Contamination existing in any soil and groundwater excavated, removed, recycled or disposed of by Grantee, to the Authorities if required to do so by the Environmental Laws. Grantee shall sign, as generator, all manifests for transportation and disposal of any waste whether or not containing Contamination. Grantee shall bear the cost of clean fill required for any excavation caused by construction work on such Property.

3.5 Access.

3.5.1 ExxonMobil's Grant of Continuing Access. Grantee and all Grantee-Related Parties hereby grant ExxonMobil, ExxonMobil's employees, officers, heirs assigns, consultants, contractors, the Remediation Contractor, the Remediation Consultant, the Environmental Project Manager, the state, federal and local governmental agency or agencies having jurisdiction over Remediation Activities at the Property, and all other Persons identified by ExxonMobil any and all access that may be requested by ExxonMobil to the Property after the Effective Date for any and all of the following purposes: tank testing and removal, taking groundwater, soil or other samples, drilling wells and borings, reviewing records, excavation, removal, disposal, treatment of the soil, groundwater or other equipment, property or media. There will be no cost or charge for such access. ExxonMobil shall use good faith and reasonable diligence to minimize disruption of the activities of Grantee or any Grantee-Related Parties on the property. If ExxonMobil's activities on the Property, in Grantee's belief, have or may have a material adverse impact on Grantee's activities, ExxonMobil shall make commercially reasonable efforts to modify its activities to eliminate the adverse impact on Grantee's activities. Consistent with the foregoing, Grantee shall cooperate with ExxonMobil and ExxonMobil's employees, officers, heirs, assigns, consultants, and contractors can reasonably complete their activity without incurring additional costs or expenses. Grantee and Grantee-related Parties release ExxonMobil from any claims related to such access and inspection other than those resulting, directly or indirectly, from ExxonMobil's willful misconduct.

3.5.2 ExxonMobil's Obligations. ExxonMobil shall restore the surface and existing structures, if any, on the Property to a condition substantially similar to that at the time immediately prior to the action taken by ExxonMobil and shall replace or repair damage to

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Grantee's equipment and personal property on the Property caused by ExxonMobil or its contractors. ExxonMobil shall have no liability to anyone, including Grantee, for business disruption, lost profits, incidental, punitive or consequential damages arising from such actions or access.

3.5.3 Notice of Access. ExxonMobil or its contractors shall provide Grantee advance notice, if practical, of all disruptive or intrusive activities to be undertaken on the Property. The notice may, but need not be in the form of a periodic written schedule of activities delivered from time to time. No advance notice shall be required for non-disruptive activities.

3.6 Engineering Controls. Grantee agrees that in developing the Property it will, at its sole cost and expense, adopt and use appropriate Engineering Controls, which at minimum, shall include the following.

3.6.1 Slab on Grade. All buildings constructed on the Property shall be constructed slab on grade and shall have no living, working, storage or parking areas below grade. Notwithstanding the foregoing, below grade utilities and foundations are permitted, provided that they are protected from vapor or liquid intrusion by installing a vapor ventilation system and vapor/liquid barrier which shall be maintained by Grantee or a subsequent Grantee-related Party.

3.6.2 No Water Wells. No Property will be used for the purpose of obtaining from beneath the surface of the Property any water for any reason whatsoever from any ground water table or similar water basin accessed from the Property, except for environmental sampling that may be required by a governmental authority.

3.6.3 Cessation of Use of Existing Wells. Grantee shall permanently cap, disable, and seal in accordance with all applicable Environmental Laws and industry standards all existing bore-water or groundwater wells used for obtaining water from the Property.

3.6.4 Impervious Liner. All new foundations for buildings must have an impervious liner under them to act as an effective vapor barrier. Grantor does not require that existing foundations be retrofitted with an impervious liner. Impervious liner shall be installed by a licensed contractor experienced in the installation of such liners, and shall be maintained by Grantee or a Grantee-Related Party. The liner shall be of the appropriate strength and quality and resistant to hydrocarbons and shall be installed at an appropriate level beneath ground level. The installation shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

3.7 Covenants Running with the Land. The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise) shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns, as applicable.