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RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

94865153

Union Oil Company of California
P.O. Box 7600
Los Angeles, CA 90051
Attn: Karen Bruton



SERVICE STATION 9064-215

SEPT-11

\$33.50

TR0013 TRAN 9579 19/06/94 14:21:00
#6548 # AP *--94--865153
COOK COUNTY RECORDER

COVENANTS, CONDITIONS, RESTRICTIONS, WAIVERS AND RELEASES

WHEREAS, Union Oil Company of California, a California corporation ("Unocal") conveyed to S & S Petroleum Products, an Illinois General Partnership (the "Grantee"), the "Property" as described below pursuant to the provisions of that Agreement for Purchase and Sale/Exchange and Escrow Instructions dated as of November 30, 1993 by and between Union Oil Company of California, a California corporation, and S & S Petroleum Products, an Illinois General Partnership, through all its General Partners, Bill Anest and Peter Anest, (the "Agreement"), pursuant to which the parties agreed, subject to certain conditions all of which have been satisfied or waived, that the Grantee would acquire certain real property from Unocal located in the County of Cook, State of Illinois described as:

PER ATTACHED EXHIBIT "A" WHICH HEREBY BECOMES A PART HEREOF.

(the "Property"). As used herein the expression Property includes all or any part of it;

WHEREAS, for the purpose of this Instrument, the term "Contamination" means (i) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to any federal, state, or local statute, rule, regulation or ordinance, (ii) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above enactments or under any statutory or common law theory including but not limited to negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court, and (iii) crude oil, petroleum and its fractions, and other than petroleum products which are contained within regularly operated motor vehicles.

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LAWYERS TITLE INSURANCE CORPORATION

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11/10/2012

Property of Cook County Clerk's Office

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NOW THEREFORE, in consideration of value, the receipt and sufficiency of which is hereby acknowledged, the Grantee for itself, for each subsequent owner of any interest whatsoever and however acquired in the Property, and for each of their respective: grantees, transferees, agents, employees, partners and members; guardians, trustees, executors and administrators; and successors and assigns, Grantee and all of the aforesaid collectively and individually, the "Successor Group") hereby forever waives and releases any rights, whether known or unknown or suspected or unsuspected, that any member of the Successor Group had and/or may have against Unocal; its parent companies and subsidiary companies including but not limited to Unocal Corporation; their respective representatives, agents, employees, officers, directors, shareholders and administrators; and their respective guardians, trustees, executors and administrators; and their respective successors and assigns (Unocal and all of the aforesaid collectively and individually the "Unocal Group") by reason of: (i) any federal, state or local agency law, rule or regulation pertaining to the protection of the environment, and, as any of the aforesaid may from time-to-time be amended; (ii) any future federal, state or local enactments; (iii) the common law; (iv) equitable principles; and (v) any theory or cause of action of any kind whatsoever, including but not limited to any claim of defense, indemnification, hold harmless, contribution and/or subrogation all aforesaid as now or hereafter may exist the effect of which as between the Successor Group and the Unocal Group imposes and/or allocates to the Unocal Group any obligation, including but not limited to remediation, response costs or damages, which would pursuant to any law be the joint or several obligation of the Unocal Group by reason of any actual or potential presence of any Contamination on the Property or escape of any Contamination from the Property.

Any obligation of Unocal to the Successor Group in respect to the presence of Contamination on the Property is by this release hereby extinguished pursuant to Section 1541 of the California Civil Code which reads as follows:

"An obligation is extinguished by a release therefrom given to the debtor by the creditor, upon a new consideration, or in writing, with or without new consideration".

These releases, notwithstanding Section 1542 of the California Civil Code which provides that:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor,"

constitute releases with respect to any and all rights, claims or actions for loss or damage of any nature, whether known, unknown, foreseen, unforeseen, patent or latent, which any member of the Successor Group may now or in the future have against any member of the Unocal Group. It is the intention of the Grantee that Grantee hereby fully, finally and forever settles and releases for itself and each other member of the Successor Group all of the matters released herein. In furtherance of this intention, the releases herein given shall be and forever remain in effect as full and complete releases notwithstanding the discovery of existence of additional facts or third party claims. The Grantee for itself and for each other member of the Successor

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Group understands and acknowledges the significance and consequence of such a specific waiver of Section 1542 of the California Civil Code and further understands that all rights of the Successor Group against the Unocal Group with respect to any Contamination on the Property or that which has escaped from the Property are hereby forever waived as such rights may now or in the future exist that would otherwise except for these waivers and releases be pursuant to the law available against the Unocal Group for any injury, damage or loss which any one or more of them may incur in connection with any matters referred to herein.

All of the aforesaid shall remain in full force and effect notwithstanding any future planned or actual use whatsoever of the Property.

The above waivers and releases are conditions and restrictions on the simultaneous conveyance of the Property to the Grantee by Unocal and on each and every other subsequent acquisition of an estate or any other interest whatsoever in the Property, and a promise by the undersigned and, by taking an ownership interest in the Property by any means whatsoever, each subsequent owner of any interest whatsoever and however acquired in the Property, to not bring or join in any action at law or equity against any member of the Unocal Group by reason of the presence of any Contamination on the Property or escape of any Contamination from the Property.

The above waivers and releases are also covenants running with the land that shall bind each and every member of the Successor Group.

SAVE AND EXCEPT, HOWEVER, Unocal may not enforce its rights pursuant to each waiver, release, and province set forth in this recorded instrument until:

- (i) Unocal has received a letter from the Illinois Environmental Protection Agency or its successor agency (the "Agency") to the effect that the requirements of a written plan, as approved by the Agency, for reducing the concentration of Contamination on the Property or monitoring past efforts to reduce Contamination on the Property (the "Remedial Action Plan") have been substantially complied with (the "Closure Letter"); or,
- (ii) In the event the Agency fails or refuses to issue a Closure Letter within 12 months after receipt by the Agency of a written certification by a professional engineer licensed as such by the State of Illinois to the effect that Unocal has substantially complied with the Remediation Plan, then Grantee's receipt of: (a) a copy of the receipt (or equivalent) by which said certification was received by the Agency (e.g., through certified mail, personal delivery, or otherwise); and (b) a letter from the professional engineer licensed as such by the State of Illinois to the effect that (i) the levels of Applicable Contamination set forth in the Remediation Plan have been strictly complied with, and (ii) all other requirements of the Remediation Plan, as may have been amended from time-to-time with the written consent of the Agency, have been substantially complied with. In any event, Unocal may not enforce its rights pursuant to each waiver,

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release and province set forth in this recorded Instrument until Unocal has given Grantee at least six months, during or after the 12 months following the Agency's receipt of said certification, to take all measures Grantee reasonably deems appropriate to assist Unocal in obtaining a Closure Letter.

This Instrument shall be deemed to be delivered to Unocal concurrently with and as a part of the consideration for the delivery by Unocal of the Deed to the Property pursuant to the provisions of the Agreement.


As used herein, the plural shall include the singular.

If any word, phrase or provision of this Covenants, Conditions, Restrictions, Waivers and Releases is held by a court of competent jurisdiction as void or unenforceable and (i) all avenues of appeal have been exhausted, (ii) time to appeal has lapsed, or (iii) an appeal has been abandoned, then that word, phrase or provision shall be deemed to have been deleted as of the date of execution of this Covenants, Conditions, Restrictions, Waivers and Releases, and this Covenants, Conditions, Restrictions, Waivers and Releases as so modified shall forever remain in full force and effect pursuant to the provisions hereof.

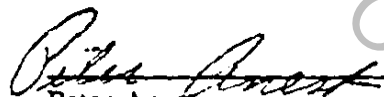
This Instrument shall be governed and construed pursuant to the laws of the State of California. Advice of counsel has been obtained in respect to this Instrument.

Grantee:

S & S Petroleum Products



Bill Anest
General Partner



Peter Anest
General Partner

[Notarial Acknowledgement]

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ILLINOIS
STATE OF ~~CALIFORNIA~~)
)
COUNTY OF LAKE)

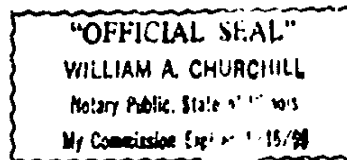
On August 26, 1994 before me, William A. Churchill,
personally appeared Bill Anest and Peter Anest,

personally known to me proved to me on the
basis of satisfactory
evidence

to be the person(s) whose name(s) ~~is~~ are subscribed to the
within instrument and acknowledged to me that ~~he/she~~ they
executed the same in ~~his/her~~ their authorized capacity(ies), and
that by ~~his/her~~ their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

William A. Churchill
Signature of Notary



CAPACITY CLAIMED BY SIGNER:

<input checked="" type="checkbox"/> Individual(s)	<input type="checkbox"/> Attorney-In-Fact
<input type="checkbox"/> Partner(s)	<input type="checkbox"/> Subscribing Witness
<input type="checkbox"/> Trustee(s)	<input type="checkbox"/> Guardian/Conservator
<input type="checkbox"/> Corporate _____	<input type="checkbox"/> Other: _____
Officer(s) _____	
<u> </u>	
Title(s)	

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies):
Bill Anest and Peter Anest

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EXHIBIT "A"

Legal Description

The Northerly One Hundred Fifty (150) feet of the Westerly One Hundred Fifty (150) feet of Lot "B-B" (as measured on the Southerly line of Kirchoff Road and on the Easterly line of Meadow Drive) in Rolling Meadows Unit No. 10, being a subdivision of Lot "U" in Rolling Meadows Unit No. 8, being a subdivision in that part of the West Half (1/2) of Section 36, Township 42 North, Range 10 East of the Third Principal Meridian, lying South of Kirchoff Road, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on September 7, 1955, as Document Number 161849, in Cook County, Illinois.

Street Address: 2997 Kirchoff Road
Rolling Meadows, Illinois
County of Cook

Permanent Tax Number 02-36-102-020, Volume 150

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