

Prepared by:

9504/0185 30 001 Page 1 of 5
1998-08-24 12:59:55
Cook County Recorder 29.00

Shell Oil Products Company
As agent for Shell Oil Company
777 Walker Street, TSP 1198
Houston, TX 77002

By: [Signature]
R. J. Dold
Senior Real Estate Representative

Recorded at the request of and return to:

RETURN DOCUMENT TO:
CHICAGO TITLE INSURANCE CO.
171 N. CLARK ST., MLC: 045P
CHICAGO, IL 60601
ATTN: ROCHELLE DEMOSS

LIMITED WARRANTY DEED

This Deed is by and between Shell Oil Company, a Delaware corporation, having an office at 777 Walker Street, TSP 1100, Houston, Texas 77002 ("Grantor") and Equilon Enterprises LLC, a Delaware limited liability company, having an office at 1100 Louisiana, Houston, Texas 77002 ("Grantee").

WITNESSETH:

In consideration of the mutual covenants set forth in that certain Asset Transfer and Liability Assumption Agreement, dated as of January 15, 1998, among Texaco Inc., a Delaware corporation, Texaco Refining and Marketing Inc., a Delaware corporation, TRMI Holdings Inc., a Delaware corporation, Texaco Pipeline Inc., a Delaware corporation, Texaco Trading and Transportation Inc., a Delaware corporation, Texaco Convent Refining Inc., a Delaware corporation, Texaco Anacortes Cogeneration Company, a Delaware corporation, Shell Oil Company, a Delaware corporation, SOPC Holdings West LLC, a Delaware limited liability company and Equilon Enterprises LLC, a Delaware limited liability company, and the further consideration of the sum of

AND NO/100 DOLLARS (\$ 591,713) Grantor does hereby GRANT, PURCHASE, SELL, CONVEY and RELEASE unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest, if any, in and to those certain 2 plots, pieces and parcels of land more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), together with any buildings, fixtures and improvements located thereon.

Together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Property to the center lines thereof, plus all the estate and rights of Grantor in and to any easements, rights, privileges, appurtenances and other hereditaments appurtenant to the Property.

Grantor expressly SAVES, RETAINS, RESERVES and EXCEPTS from this conveyance unto itself and its successors and assigns, all right, title and interest, if any, in and to any oil, gas, and other minerals (including, without limitation, helium, lignite, sulfur, phosphate and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar but only to the extent any of the foregoing is in its natural state and natural location and not subject to the dominion and control of any person, and, upon thirty (30) days prior written notice to Grantee, the right to explore for, develop and produce same, as well as the right to lease such portion of the Property hereby reserved for such purposes, and all mineral and royalty rights whatsoever in, on, under and pertaining to the

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Property of Cook County Clerk's Office

REAL ESTATE IN LIEN
 COOK COUNTY
 RECEIVED
 STATE AUG 27 1998
 236.00
 TAX

STATE OF ILLINOIS
 DEPARTMENT OF REVENUE
 RECEIVED
 592.00
 TAX

UNOFFICIAL COPY

98748466

Property; but Grantor, its successors and assigns, shall have no right to use, or right of ingress to or egress from any part of the surface of the Property for exploration and producing purposes, except with respect to (i) current activities at and any existing contractual or leasehold rights granted to third parties and (ii) any additional activities which have been consented to in writing by Grantee, whose consent shall not be unreasonably withheld. Except as set forth in the preceding sentence, any oil and gas drilling operations, shall be conducted by means of wells, the surface locations of which are on other lands and which may be drilled into and bottomed in or under the Property. Grantor shall exercise its rights under the foregoing mineral, oil and gas reservation so as not to disturb any improvements, installations, petroleum or other products contained in such improvements or installments or surface activities on the Property. Grantor is to receive and retain all bonuses, rentals and royalties payable under any such mineral, oil and gas lease or leases. Grantor may assign, transfer, sell or convey such oil, gas and mineral reservation to any person, corporation, partnership or other entity.

This conveyance is made by Grantor and accepted by Grantee subject to all encumbrances, rights of way and other matters of record affecting same to the extent that the same are currently valid and enforceable against the Property.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever. Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claim of all persons claiming by, through or under Grantor, but not otherwise. 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.

This Deed is effective at 12:01 a.m. local time on July 1, 1998, regardless of the date of execution.

EXECUTED June 16, 1998.

SHELL OIL COMPANY

By:


L. L. Logan, Manager
Real Estate Coordination
Shell Oil Products Company
As agent for Shell Oil Company



Real Estate Transfer Tax
\$1000



Real Estate Transfer Tax
\$200



Real Estate Transfer Tax
\$1000



Real Estate Transfer Tax
\$25



Real Estate Transfer Tax
\$1000



Real Estate Transfer Tax
\$5



Real Estate Transfer Tax
\$1000



Real Estate Transfer Tax
\$5



Real Estate Transfer Tax
\$500



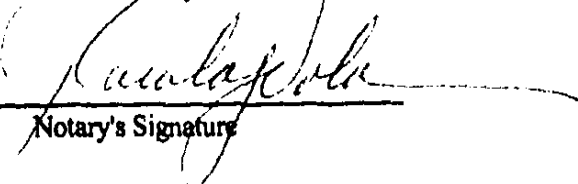
Real Estate Transfer Tax
\$1

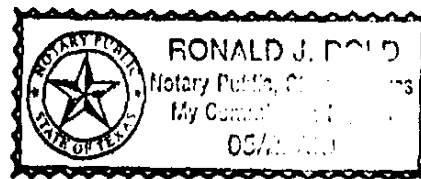
STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on June 16, 1998 by L. L. Logan, Manager, Real Estate Coordination, Shell Oil Products Company, as agent for Shell Oil Company, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.


Notary's Signature



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EXHIBIT "A"
COOK COUNTY, ILLINOIS

Tract 138. - 1 W Harrison, Oak Park, COOK, WIC 212-5790-0304
Tax Parcel # 16-17-307-036

Lots one (1), two (2), three (3) and four
(4) in block one (1) in Austin Park, a sub-
division of the East Half of the Southwest
quarter of section seventeen (17), Township
Thirty-nine (39) North, Range thirteen (13)
East of the Third Principal Meridian

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EXHIBIT "A"
COOK COUNTY, ILLINOIS

Tract 139. - 401 W Madison, Oak Park, COOK, WIC 212-5790-0601
Tax Parcel # 16-18-207-013

Lot 1 in Block 1 in Subdivision of Blocks 1 and 2 in
S. T. Gunderson and Sons Addition to Oak Park being
a Subdivision of the east one half of Lot 4 in the
Subdivision of Section 18, Township 39 North, Range
13 East of the Third Principal Meridian (except west
one half of the southwest one quarter) in Cook County,
Illinois,

together with all easements, rights, privileges and appurtenances thereto,
all buildings, land improvements and personal property thereon and all of
Grantor's right, title and interest (if any) in all public ways adjoining the
premises.

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