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Cook County Recorder 35.50



STATE TAX

STATE OF ILLINOIS

AUG. -1.01

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000030553

REAL ESTATE TRANSFER TAX

0174650

FP326669

COUNTY TAX

COOK COUNTY
REAL ESTATE TRANSACTION TAX

AUG. -1.01

REVENUE STAMP

0000059172

REAL ESTATE TRANSFER TAX

0087325

FP326670

SPECIAL WARRANTY DEED

THIS INDENTURE, made effective as of this 31 day of July, 2001, by SIMON PROPERTY GROUP (ILLINOIS), L.P., an Illinois Limited Partnership, 115 W. Washington Street, Indianapolis, Indiana 46204 ("Grantor"), to and in favor of GROSSPROPS ASSOCIATES, L.L.C., an Illinois limited liability company, 6900 North McCormick Boulevard, Lincolnwood, Illinois 60712 ("Grantee");

WITNESSETH THAT:

Grantor, for valuable consideration, does hereby convey and grant, with special warranty covenants, unto the Grantee, its successors and assigns, all of the parcel of land lying and being in Cook County, Illinois, consisting of approximately 6.168 acres, as more fully described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Parcel");

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 in equity, of, in and to the Parcel, with the hereditaments and appurtenances;

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Lawyers Title Insurance Corporation

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BUT SUBJECT TO:

- (i) all streets and public rights of way;
- (ii) all laws, rules and/or regulations (federal, state and/or local) now in effect;
- (iii) restrictions, encumbrances, reservations, limitations, conditions, easements, agreements and/or other matters affecting the Parcel, if of public record; and
- (iv) all real estate taxes and assessments not due and payable as of the date hereof.

TO HAVE AND TO HOLD, the same, together with all the hereditaments and appurtenances thereto belonging or in anywise appertaining, to the said Grantee, its successors and assigns, forever.

And Grantor will warrant and defend title to the Parcel against all parties lawfully claiming the same from, through or under it, but against no others.

And Grantor hereby covenants and warrants that it is fully authorized to convey the Parcel as set forth herein.

EXCEPTING AND RESERVING to Grantor, its successors and assigns, for the benefit of that certain approximately 6.213 acre parcel of land described in Exhibit "B" attached hereto and made a part hereof ("Adjacent Parcel"), a non-exclusive right, privilege and easement over, across and through that area described in Exhibit "C" attached hereto and made a part hereof (the "Reserved Access Easement Area"), for the limited purpose of permitting pedestrian and vehicular ingress and egress to and from the Adjacent Parcel via the Reserved Access Easement Area, and for no other purpose ("Access Easement"). The Access Easement shall be subject to certain provisions as follows:

- a. Grantor shall have the right, at its sole cost and expense, to install, construct, maintain, operate, inspect, alter and replace a roadway, including but not limited to pavement, curbs, sidewalks, storm water drainage, landscaping, and traffic control signs and devices (the "Improvements") within the Reserved Access Easement Area, in locations suitable to Grantor in its sole discretion, in order to enhance the use of the Reserved Access Easement Area for ingress and egress to and from the Adjacent Parcel; provided that the non-exclusive use of the Access Easement shall not be impaired.
- b. Grantor, subject to the terms hereof, may grant and assign the easement rights reserved herein to subsequent owners and lessees of the Adjacent Parcel so long as such a grant is consistent with the purpose and character of the easement reserved herein.
- c. Grantee shall not make any use of the Reserved Access Easement Area which is

inconsistent with the uses and the purpose for which the Access Easement has been reserved, and without limiting the generality of this provision, no permanent structure or improvement such as trees, buildings, sheds or other structures nor signage shall be placed by or on behalf of Grantee upon the Reserved Access Easement Area, nor shall Grantee cause or consent to any material interference with the continued use of the Access Easement reserved herein to Grantor.

- d. The Access Easement reserved herein may not be amended, modified, terminated or revoked except by written agreement signed by Grantor and Grantee and recorded in the land records of Cook County, Illinois; provided, that, (a) in order to accommodate the Grantee's intended development of the Parcel, Grantee, in its sole discretion, may relocate the Reserved Access Easement Area at any time and from time to time, so long as (i) the width and turning radii are not reduced, (ii) accessibility, use and visibility are not materially impaired, and (iii) Grantee shall bear the sole cost and expense for the relocation and construction and installation of Improvements in such alternate location, which Improvements shall be subject to Grantor's approval not to be unreasonably withheld, and (b) the Access Easement reserved herein shall be automatically terminated at such time as a permanent means of access to the Adjacent Parcel is obtained by way of an alternate route, satisfactory to Grantor in its sole discretion, such as (i) Central Park Avenue to the west of the Adjacent Parcel and/or (ii) a proposed road to be constructed to the south of the Adjacent Parcel, so long as all necessary approvals are obtained for a suitable curb cut to the Adjacent Parcel and the Access Easement is no longer required for emergency access or other purpose. In the event of termination of the Access Easement by reason of an alternate means of access over Central Park Avenue or a new proposed road, Grantee shall have the right to relocate any use of the Access Easement for emergency access to another location on other land of Grantee or any adjoining lands subject to obtaining all necessary approvals therefor. The parties agree to execute reasonable documents for recording to confirm the relocation or termination of the Access Easement as set forth in this subparagraph d.

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EXHIBIT A TO SPECIAL WARRANTY DEED

Legal Description of the Parcel

Lot 3B and Lot 3C (except the West 435.00 feet thereof (as measured perpendicular to the West line)) in LINCOLNWOOD TOWN CENTER RESUBDIVISION, being a resubdivision of Lincolnwood Town Center Subdivision (excepting therefrom Lot 9), a part of the North Half of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, as recorded May 26, 1989 as Document No. 89242443, in Cook County, Illinois, and according to the plat thereof recorded November 2, 1989 as Document No. 89522374, in Cook County, Illinois.

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6900 North McCormick Blvd
Lincolnwood, IL

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EXHIBIT B TO SPECIAL WARRANTY DEED

Legal Description of the Adjacent Parcel

The West 435.00 feet of (as measured perpendicular to the West line) Lot 3B and Lot 3C in LINCOLNWOOD TOWN CENTER RESUBDIVISION, being a resubdivision of Lincolnwood Town Center Subdivision (excepting therefrom Lot 9), a part of the North Half of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, as recorded May 26, 1989 as Document No. 89242443, in Cook County, Illinois, and according to the plat thereof recorded November 2, 1989 as Document No. 89522374, in Cook County, Illinois.

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EXHIBIT C TO SPECIAL WARRANTY DEED

Legal Description of the Reserved Access Easement Area **10692333**

The East 40.00 feet of the North 291.00 feet and the North 50.00 feet of the East 434.03 feet of Lot 3C in Lincolnwood Town Center Resubdivision, being a Resubdivision of Lincolnwood Town Center Subdivision (excepting therefrom Lot 9), a part of the North Half of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, recorded May 26, 1989 as Document No. 89242443, in Cook County, Illinois, and according to the plat thereof recorded November 2, 1989 as Document No. 89522374, in Cook County, Illinois.

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