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007/1164 46 001 Page 1 of 9
2001-10-04 12:09:58
Cook County Recorder 37.00



SPECIAL WARRANTY DEED

This instrument prepared by:

Fred I. Feinstein, P.C.
McDermott, Will & Emery
227 West Monroe Street
Chicago, Illinois 60606

Property Address:
SOUTHEAST CORNER OF
WAUKEGAN & WILLOW BRANCH
NORTHFIELD, ILL.

PIN 04-23-201-001-0000
AND 04-23-202-001-0000

7941278 D2-569 308 5

FOX MEADOW VENTURE, an Illinois general partnership, whose address is c/o Edward R. James Partners, LLC, 2550 Waukegan Road, Suite 220, Glenview, Illinois 60025, (hereinafter called "**Grantor**"), in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid to NORTHFIELD PARK DISTRICT, an Illinois Park District, (hereinafter called "**Grantee**"), the receipt and sufficiency of which are hereby acknowledged and confessed, by these presents does hereby **GRANT, BARGAIN AND SELL** unto Grantee, all of Grantor's right, title and interest in and to the real property located in Cook County, Illinois which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all and singular, all of Grantor's right, title and interest in and to all rights, benefits, privileges, easements, tenements, and appurtenances thereon and pertaining thereto, including all of Grantor's right, title and interest in and to any adjacent streets, roads, alleys, easements and rights-of-way ("Property").

g jw

BOX 333-CTI

CHI99 3775744-2.043873.0026

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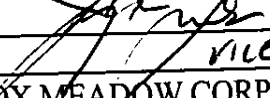
TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, set forth in Exhibit B attached hereto and made a part hereof, and to the terms, covenants and restrictions set forth in Exhibit C attached hereto and made a part hereof, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and non-exclusive easement appurtenant to the Property all rights and easements for the benefit of the Property set forth in instrument recorded as document number 0010850156, 001090157, 001080158 & 0010850161.

GRANTOR:


FOX MEADOW VENTURE

By: FOX MEADOW PARTNERS, LLC
a general partner

By: 
_____, President
E-FOX MEADOW CORP., Manager

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Exempt Under Provisions Of
Paragraph 10 Section 4, Real
Estate Transfer Act.

Date: 8/20/01 

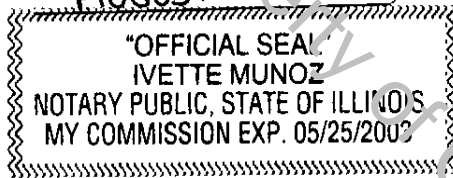
Buyer, Seller or Representative

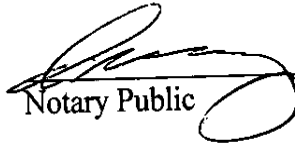
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STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Clary S. James, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of August, 2008.




Notary Public

My Commission Expires: _____

AFTER RECORDING RETURN TO:

FRIEDMAN & HOLTZ, P.C. ATTN: CAROL GLOOR
11 E. ADAMS SUITE 1600
CHICAGO, IL 60603

Address of Grantee and
Send subsequent Tax Bills To:

NORTHFIELD PARK DISTRICT
401 WAGNER ROAD
NORTHFIELD, IL 60093

See doc 10924733
for state + county declaration forms.

10924734

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EXHIBIT A

LEGAL DESCRIPTION

PERMANENT INDEX NUMBER: 04-23-201-001-0000
04-23-202-001-0000

COMMON ADDRESS:

SOUTHEAST CORNER OF WILLOW & WAUKEGAN ROADS
NORTHFIELD, IL

Property of Cook County Clerk's Office

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007941278 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 16 AND 17 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1876 AS DOCUEMNT 106454, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 17 (THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23 HAVING AN ASSUMED BEARING OF SOUTH 89 DEGREES 11 MINUTES 27 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 89 DEGREES 12 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 17, 915.96 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF WAUKEGAN ROAD AS WIDENED PER DOCUMENT 91004196; THE FOLLOWING 2 COURSES ARE ALONG SAID EASTERLY LINE WAUKEGAN ROAD AS WIDENED PER DOCUMENT 91004196; THENCE NORTHERLY ALONG A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 86014.00 FEET, AN ARC DISTANCE OF 217.34 FEET (THE CHORD OF SAID ARC BEARS NORTH 03 DEGREES 46 MINUTES 48 SECONDS WEST, 217.34 FEET); THENCE NORTH 01 DEGREES 03 MINUTES 33 SECONDS WEST, 126.33 FEET TO A POINT OF BEGINNING; THE FOLLOWING 4 COURSES ARE ALONG THE EASTERLY LINE WAUKEGAN ROAD PER DOCUEMNT 91004196; THENCE CONTINUING NORTH 01 DEGREES 03 MINUTES 33 SECONDS WEST, 74.01 FEET; THENCE NORTH 07 DEGREES 17 MINUTES 48 SECONDS EAST, 51.04 FEET; THENCE NORTH 01 DEGREES 03 MINUTES 17 SECONDS WEST, 67.64 FEET; THENCE NORTH 02 DEGREES 03 MINUTES 48 SECONDS EAST, 20.72 FEET TO THE SOUTH LINE OF WILLOW ROAD PER DOCUMENT 91004196; THE FOLLOWING 3 COURSES ARE ALONG THE SOUTHERLY LINE WILLOW ROAD PER DOCUMENT 91004196; THENCE NORTH 53 DEGREES 14 MINUTES 57 SECONDS EAST, 47.05 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES 27 SECONDS EAST, 886.12 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 33 SECONDS EAST, 20.00 FEET TO A LINE 50.00 FEET AS MEASURED AT RIGHT ANGLES SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 89 DEGREES 11 MINUTES 27 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE 11.56 FEET TO THE WEST LINE OF SAID LOT 16, BEING ALSO THE EAST LINE OF SAID LOT 17; THENCE CONTINUING SOUTH 89 DEGREES 11 MINUTES 27 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL BEING ALSO THE SOUTH LINE OF WILLOW ROAD, 88.86 FEET; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 33.50 FEET; AN ARC DISTANCE OF 22.04 FEET TO A POINT OF COMPOUND CURVATURE (THE CHORD OF SAID ARC BEARS SOUTH 13 DGREES 00 MINUTES 24 SECONDS EAST, 21.64 FEET); THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY HAVING A RADIUS OF 75.00 FEET AND BEING TANGENT TO LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 95.80 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 42 DEGREES 25 MINUTES 52 SECONDS WEST, 89.42 FEET); THENCE SOUTH 79 DEGREES 01 MINUTES 29 SECONDS WEST TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 84.64 FEET; THENCE SOUTH 10 DEGREES 58 MINUTES 31 SECONDS EAST 27.63 FEET; THENCE SOUTH 85 DEGREES 57 MINUTES 44 SECONDS SECONDS WEST, 25.39 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVED LINE CONVEX NORTHERLY, HAVING A RADIUS OF 63.00 FEET AND BEING TANGENT TO LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 22.95 FEET TO A TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 75 DEGREES 31 MINUTES 29 SECONDS WEST, 22.83 FEET); THENCE SOUTH 65 DEGREES 05 MINUTES 15 SECONDS WEST TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 135.44 FEET TO A POINT 396.71 FEET NORTH AND 212.03 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 17, AS MEASURED RESPECTIVELY ALONG THE EAST LINE OF SAID LOT 17 AND ALONG A LINE AT RIGHT ANGLES THERETO; THENCE NORTH 11 DEGREES 04 MINUTES 26 SECONDS WEST 47.00 FEET; THENCE NORTH 31 DEGREES 13 MINUTES 41 SECONDS WEST, 55.63 FEET; THENCE NORTH 27 DEGREES 10 MINUTES 40

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007941278 D2

SECONDS WEST, 40.24 FEET; THENCE NORTH 38 DEGREES 53 MINUTES 01 SECONDS WEST, 48.29 FEET TO AN INTERSECTION WITH A LINE 83.20 FEET, AS MESAURED AT RIGHT ANGLES SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH 89 DEGREES 11 MINUTES 27 SECONDS WEST LONG SAID LAST DESCRIBED PARALLEL LINE, 213.15 FEET: THENCE SOUTH 00 MINUTES 00 SECONDS WEST, 212.76 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 426.22 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B – EXCEPTIONS TO TITLE

NORTHFIELD PARK DISTRICT-RECREATION PARCEL

- 1) GENERAL REAL ESTATE TAXES FOR THE YEAR 2000 AND SUBSEQUENT YEARS.
- 2) RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
- 3) RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.
- 4) TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS OF THE CROSS EASEMENTS AGREEMENT EXECUTED BY AND BETWEEN THE COLLEGE OF AMERICAN PATHOLOGISTS AND THE MISSIONARY SISTERS SERVANTS OF THE HOLY SPIRIT, RECORDED NOVEMBER 10, 1993 AS DOCUMENT 93917493, AS MODIFIED BY MUTUAL RELEASE AS TO PARAGRAPH 1C RECORDED SEPTEMBER 26, 2001 AS DOCUMENT NUMBER 10898725.
- 5) NOTICE OF REQUIREMENTS FOR STORM WATER DETENTION RECORDED DECEMBER 22, 1998 AS DOCUMENT 98163178.
- 6) ENCROACHMENT OF THE 6 FOOT METAL FENCE ONTO THE PROPERTY WEST AND ADJOINING BY AN UNDISCLOSED AMOUNT, AS SHOWN ON PLAT OF SURVEY NUMBER 2001-0533 PREPARED BY EDWARD J. MOLLOY & ASSOCIATES, LTD. DATED JUNE 18, 2001.
- 7) VARIOUS PROPOSED 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS AS DISCLOSED BY SURVEY NO. 2001-0533 BY EDWARD J. MOLLOY & ASSOCIATES, LTD. DATED JUNE 18, 2001.
- 8) (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT RECORDED SEPTEMBER 13, 2001 AS DOCUMENT NO. 0010850158 AND DESCRIBED AS PARCEL 2 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.
- 9) TEMPORARY RESERVATION AND DECLARATION OF SIGN EASEMENT AGREEMENT AS GRANTED IN DOCUMENT DATED AUGUST 31, 2001 BY AND BETWEEN FOX MEADOW VENTURE AND EDWARD R. JAMES PARTNERS, LLC AND RECORDED SEPTEMBER 13, 2001 AS DOCUMENT NUMBER 0010850164.

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- 10) RESERVATION AND DECLARATION OF SIGN EASEMENT-VILLAGE OF NORTHFIELD DATED AUGUST 31, 2001 BY FOX MEADOW VENTURE AND THE VILLAGE OF NORTHFIELD AND RECORDED SEPTEMBER 13, 2001 AS DOCUMENT NUMBER 0018050165.
- 11) SIDEWALK EASEMENT AGREEMENT DATED AUGUST 31, 2001 BETWEEN FOX MEADOW VENTURE, AN ILLINOIS GENERAL PARTNERSHIP, AND FOX MEADOW COMMUNITY ASSOCIATION AND RECORDED SEPTEMBER 13, 2001 AS DOCUMENT NUMBER 0010850163.
- 12) ENTRANCE MONUMENT & LANDSCAPE EASEMENT AGREEMENT DATED AUGUST 31, 2001 BY AND BETWEEN FOX MEADOW VENTURE AND FOX MEADOW COMMUNITY ASSOCIATION AND RECORDED SEPTEMBER 13, 2001 AS DOCUMENT NUMBER 0018050162.
- 13) OPEN SPACE CONSERVANCY EASEMENT AGREEMENT DATED AUGUST 31, 2001 BY AND BETWEEN FOX MEADOW VENTURE AND NORTHFIELD PARK DISTRICT AND RECORDED SEPTEMBER 13, 2001 AS DOCUMENT NUMBER 0010850161.
- 14) FOX MEADOW MAINTENANCE AND INDEMNIFICATION AGREEMENT DATED AUGUST 31, 2001 BETWEEN FOX MEADOW VENTURE, AN ILLINOIS GENERAL PARTNERSHIP OF ODESIGN, INC., AN ILLINOIS CORPORATION, AND FOX MEADOW PARTNERS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; FOX MEADOW COMMUNITY ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, BOARD OF EDUCATION OF NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT 203, COOK COUNTY, ILLINOIS, AN ILLINOIS SCHOOL DISTRICT; AND NORTHFIELD PARK DISTRICT, AN ILLINOIS PARK DISTRICT AND RECORDED SEPTEMBER 13, 2001 AS DOCUMENT NUMBER 0010850156
- 15) RESTRICTIONS AS CONTAINED IN DEED RECORDED SEPTEMBER 13, 2001 AS DOCUMENT NUMBER 0018050155.

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EXHIBIT C

Deed Restrictions

(i) in the event that Grantee intends to sell the Property, or any part thereof (the "Parcel to be Sold"), it shall:

(a) first notify the Trustees of Schools of Township 42 North, Range 12, East of the Third Principal Meridian, Cook County, Illinois, for the use and benefit of the Board of Education of New Trier Township High School District 203, Cook County, Illinois, (the "Purchasing Party") of such intent, in writing, and thereafter the Purchasing Party shall have the right of first refusal to purchase the Parcel to be Sold, at a price, not less than the amount originally paid to Grantor by Grantee for the Parcel to be Sold, including improvements, (the "Selling Party"), equal to the fair market value of the Parcel to be Sold as determined by the average of appraised values certified by one appraiser retained by the Selling Party and one appraiser retained by the Purchasing Party, such right of first refusal to be exercised by written notice from the Purchasing Party to the Selling Party (the "Exercise of Right of First Refusal Notice") given within ninety (90) days after the Selling Party's giving notice to the Purchasing Party of its intent to sell (the purchase price for the Parcel to be Sold to be determined during said ninety (90) day period); and

(b) if the Purchasing Party does not give the Exercise of Right of First Refusal Notice within the aforesaid ninety (90) day period, such right of first refusal in the Purchasing Party shall lapse, and thereafter the Selling Party shall give written notice to the Village of Northfield of its intent to sell the Parcel to be Sold; and

(c) thereafter, the Village of Northfield shall have a right of first refusal to purchase the Parcel to be Sold, at the fair market value of the Parcel to be Sold, as determined by the average of appraised values certified by one appraiser retained by the Selling Party and one appraiser retained by the Village of Northfield, provided such selling price shall be not less than the amount originally paid to Grantor by the Selling Party for the Parcel to be Sold, including improvements, such right of first refusal to be exercised by the Village of Northfield by written notice to the Selling Party (the "Exercise of Village Right of First Refusal Notice") given within ninety (90) days after the Selling Party's giving notice to the Village of Northfield of its intent to sell (the purchase price for the Parcel to be Sold to be determined during said ninety (90) day period); and

(d) if the Village of Northfield does not give the Exercise of Village Right of First Refusal Notice within the ninety (90) day period, such right of first refusal in the Village of Northfield shall lapse, and thereafter the Selling Party shall have the right to sell the Parcel to be Sold to any person or entity, at such price and such time as may be agreed by the Selling Party and its buyer.

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