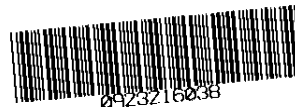


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ASSIGNMENT OF DEVELOPER'S RIGHTS



Doc#: 0923216038 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/20/2009 02:22 PM Pg: 1 of 8

This Assignment of Developer's Rights is entered into as of this 11th day of August, 2009, by and between BTC Residential LLC, an Illinois limited liability company ("Assignor") and Keystone Partners, LLC, an Illinois limited liability company ("Assignee").

RECITALS

WHEREAS, the Assignor is the Developer under the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Bartlett Town Center Building 1 Condominium Association, dated as of October 29, 2004 and recorded with the Cook County Recorder of Deeds (the "Recorder") on November 9, 2004 as Document No. 0431427070, as amended by two special amendments, the first dated November 9, 2005 and recorded with the Recorder on November 14, 2005 as Document No. 0531817176 and the second dated April 26, 2006 and recorded with the Recorder on May 3, 2006 as Document No. 0612345127 (the "Building 1 Condominium Declaration"), with respect to that property identified as Parcels 1 and 2 in the legal description attached hereto as Exhibit A ("Building 1 Units");

WHEREAS, the Assignor is the Developer under the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Bartlett Town Center Building 2 Condominium Association, dated as of November 17, 2005 and recorded with the Recorder on December 15, 2005 as Document No. 0534927025, as amended by a special amendment dated October 10, 2006 and recorded with the Recorder on January 8, 2008 as Document No. 0800806053 (the "Building 2 Condominium Declaration"), with respect to that property identified as Parcels 3 and 4 in the legal description attached hereto as Exhibit A ("Building 2 Units");

WHEREAS, the Assignor is the Developer under the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Bartlett Town Center Building 3 Condominium Association, dated as of October 18, 2006 and recorded with the Recorder on October 19, 2006 as Document No. 0629216054 (the "Building 3 Condominium Declaration"), with respect to that property identified as Parcels 5 and 6 in the legal description attached hereto as Exhibit A ("Building 3 Units");

WHEREAS, the Building 1 Condominium Declaration, the Building 2 Condominium Declaration and the Building 3 Condominium Declaration shall be referred to collectively herein as the "Condominium Declarations"; and the Building 1

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Units, the Building 2 Units and the Building 3 Units shall be referred to collectively herein as the "Units;"

WHEREAS, the Building 1 Units are subject to a homeowner controlled Board of Directors of Bartlett Town Center Building 1 Condominium Association, turnover already having occurred, and the Building 2 Units are subject to a homeowner controlled Board of Directors of Bartlett Town Center Building 2 Condominium Association, turnover already having occurred;

WHEREAS, the Assignor and Assignee have entered into a Bulk Sale Condominium Purchase Agreement dated July 10, 2009, in which the Assignor has agreed to sell and Assignee has agreed to purchase the Units;

WHEREAS, the Assignee acknowledges that the Units are being conveyed incomplete and without certificates of occupancy, and it is the intent of the Assignor and Assignee that the Assignee shall be granted all rights available under the Condominium Declarations to enable the Assignee to complete the Units for sale to individual purchasers;

WHEREAS, the Assignee acknowledges that as owner of the Units, and as Developer under the Condominium Declarations, the Assignee will have ongoing obligations, including but not limited to payment of assessments due on the Units under the Condominium Declarations;

WHEREAS, it is the intent of the parties that this Assignment shall be in all respects consistent with the Illinois Condominium Property Act, 765 ILCS 605/1 et. seq. (the "Act");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows, as of the date hereof.

1. The Recitals above are incorporated as if set forth in their entirety herein.
2. The Assignor assigns to the Assignee any and all rights and obligations of the Developer under the Building 1 Condominium Declaration.
3. The Assignor assigns to the Assignee any and all rights and obligations of the Developer under the Building 2 Condominium Declaration.
4. The Assignor assigns to the Assignee any and all rights of the Developer under the Building 3 Condominium Declaration.
5. The Assignee acknowledges that the condominium association under the Building 3 Condominium Declaration has not yet been turned over to a homeowner controlled board, but that such turnover is due to occur no later than October 19,

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2009, in compliance with the Act. The Assignor shall reasonably cooperate with Assignee in providing documents and information in its possession that are required to be turned over to the homeowner controlled association under the Act.

6. This Assignment shall be without recourse to Assignor. The Assignor makes no representations or warranties with regard to the sufficiency, completeness or enforceability of the Condominium Declarations or its compliance therewith.
7. **Miscellaneous.**
 - a. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
 - b. This Assignment may be executed in counterparts, each of which shall be deemed an original.
 - c. Any and all notices given in connection with this Assignment shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the addresses set forth below. All notices shall be sent by personal delivery, Federal Express or other nationally-recognized overnight messenger service, or first class registered or certified mail, postage prepaid, return receipt requested. A written notice shall be deemed to have been given to the recipient party on the earlier of: (a) the date it is delivered to the address required by this Assignment; (b) the date delivery was refused at the address required by this Assignment; or (c) with respect to notices sent by mail, upon the first to occur of receipt or the expiration of three days after deposit in the United States Postal Service mail. Any and all notices referred to in this Assignment, or which either party desires to give to the other, shall be addressed as follows:

To Assignor:

BTC Residential LLC
4927 Main Street
Skokie, Illinois
Attention: Christopher Rintz

With a copy to:

Laura E. Tilly
Miner, Barnhill & Galland, P.C.
14 W. Erie Street
Chicago, IL 60654

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To Assignee:

Keystone Partners, LLC
33 N. LaSalle Street, Suite 2020
Chicago, Illinois 60602

With a copy to:

Zhidong Wang
Wang, Leonard & Condon
33 N. LaSalle Street, Suite 2020
Chicago, Illinois 60602

Agreed as of the date first above written.

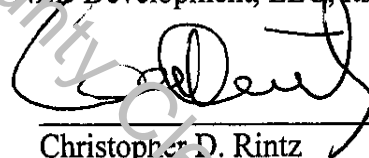
ASSIGNOR:

BTC RESIDENTIAL LLC, an Illinois limited liability company

By: Bartlett Town Center, LLC, its manager

By: NEB Development, LLC, its manager

By:

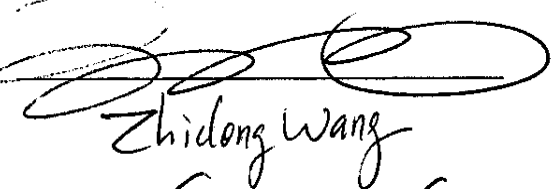


Christopher D. Rintz
Vice President

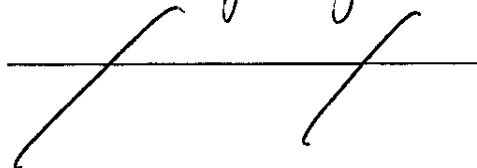
ASSIGNEE:

KEYSTONE PARTNERS, LLC, an Illinois limited Liability company

By:



By:



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State of ILLINOIS)
) ss.
County of COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Christopher Rintz, personally known to me to be the Vice President of NEB Development, LLC, the Manager of Bartlett Town Center, LLC, the Manager of BTC Residential LLC, an Illinois limited liability company, and 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 as such Vice President, he signed and delivered the said instrument, pursuant to the authority given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act of said corporation, on behalf of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19th day of August, 2009.

Commission expires 02/05 2013 Michelle E. Crockett
NOTARY PUBLIC

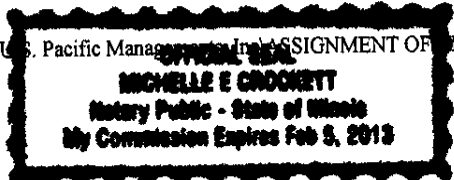


State of ILLINOIS)
) ss.
County of COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Zhidong Wang, personally known to me to be the Managing Member of Keystone Partners, LLC, an Illinois limited liability company, and 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 as such Managing Member, he signed and delivered the said instrument, pursuant to the authority given by the Members of said limited liability company as his free and voluntary act, and as the free and voluntary act of said corporation, on behalf of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19th day of August, 2009.

Commission expires 02/05 2013 Michelle E. Crockett
NOTARY PUBLIC



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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1A: UNIT 207 IN THE BARTLETT TOWN CENTER BUILDING 1 CONDOMINIUM AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 5, 6 AND 8 IN BARTLETT TOWN CENTER SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, AND PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, BOTH IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0431427070 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 1B: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACES 29 AND 30 AND AREA X- STOPAGE, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0431427070.

PARCEL 1C: EASEMENTS FOR THE BENEFIT OF PARCEL 1A AND OTHER PROPERTY FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED BY AND SET FORTH IN THE DECLARATION OF EASEMENTS AND COVENANTS AND MAINTENANCE AGREEMENT FOR BARTLETT TOWN CENTER RECORDED AS DOCUMENT NUMBER 0431427069.

PARCEL 2A: UNITS 101, 107, 207 AND 307 IN THE BARTLETT TOWN CENTER BUILDING 2 CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 7 AND 10 IN BARTLETT TOWN CENTER SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, AND PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, BOTH IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0534927025 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN THE VILLAGE OF BARTLETT, COOK COUNTY, ILLINOIS.

PARCEL 2B: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACES 23, 24, 28, 29, 32 AND 33 AND AREAS B, U, V AND W - STORAGE, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0534927025.

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PARCEL 2C: EASEMENTS FOR THE BENEFIT OF PARCEL 2A AND OTHER PROPERTY FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED BY AND SET FORTH IN THE DECLARATION OF EASEMENTS AND COVENANTS AND MAINTENANCE AGREEMENT FOR BARTLETT TOWN CENTER RECORDED AS DOCUMENT NUMBER 0431427069.

PARCEL 3A: UNITS 103, 201, 202, 203, 206, 207, 301, 302, 303, 306, AND 307 IN THE BARTLETT TOWN CENTER BUILDING 3 CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 9 IN BARTLETT TOWN CENTER SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, AND PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0629216054, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3B: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACES 3, 4, 5, 12, 14, 16, 17, 18, 20, 29, 30, 31, 32, 34 AND 35 AND AREAS A, D, E, F, G, N, P, R, T, X AND AA - STORAGE, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0629216054.

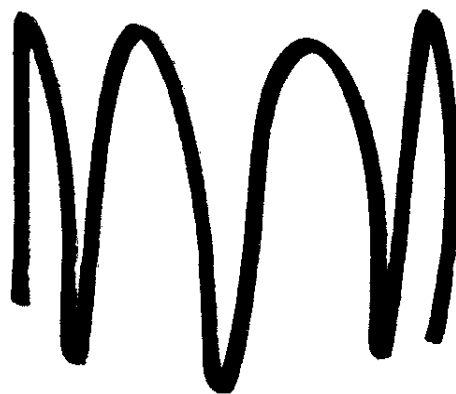
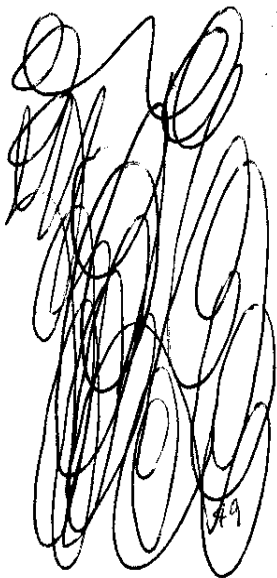
PARCEL 3C: EASEMENTS FOR THE BENEFIT OF PARCEL 3A AND OTHER PROPERTY FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED BY AND SET FORTH IN THE DECLARATION OF EASEMENTS AND COVENANTS AND MAINTENANCE AGREEMENT FOR BARTLETT TOWN CENTER RECORDED AS DOCUMENT NUMBER 0431427069.

ADDRESSES: 267 E. RAILROAD AVENUE; 271 E. RAILROAD AVENUE;
and 275 E. RAILROAD AVENUE, BARTLETT, ILLINOIS

PINS: 06-35-315-071-1015
06-35-315-070-1001
06-35-315-070-1007
06-35-315-070-1015
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