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Doc#: 1222718086 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/14/2012 02:12 PM Pg: 1 of 8

THIS INSTRUMENT
PREPARED BY:
Ann Pikus, Esq.
Seyfarth Shaw LLP
131 South Dearborn, Suite 2400
Chicago, Illinois 60603

AFTER RECORDING
RETURN TO:
Morris Missry, Esq.
Wachtel Masyr & Missry LLP
885 Second Avenue, 47th Floor
New York, New York 10017

MAIL TAX BILLS TO:
RC Chatham LLC
c/o Crown Acquisitions, Inc.
362 Fifth Avenue, Suite 1201
New York, New York 10001
Attn: Brittany H. Bragg

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), dated as of this 10th day of August, 2012, is given by **W2005 CMK REALTY, L.L.C.**, a Delaware limited liability company, duly authorized to transact business in the State of Illinois and having an office c/o Monroe Investment Partners, LLC, 30 West Monroe Street, Suite 1000, Chicago, Illinois 60603 ("Grantor") to **RC CHATHAM LLC**, a Delaware limited liability company, duly authorized to transact business in the State of Illinois and having an office at 362 Fifth Avenue, Suite 1201, New York, New York 10001 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, and pursuant to authority given by said corporation, by these presents does remise, release, alien and convey unto Grantee and to Grantee's successors and assigns, forever, the real estate situated in the City of Chicago, County of Cook and State of Illinois, legally described on Exhibit "A" attached hereto (the "Property"), subject only to those title exceptions, items, matters and things described on Exhibit "B" attached hereto (the "Permitted Exceptions") and the use restrictions described on Exhibit "C" attached hereto (the "Use Restrictions") which Use Restrictions are to run with the Property.

TO HAVE AND TO HOLD THE SAME, together with all rights and appurtenances to the same belonging, unto Grantee and its successors and assigns forever. Grantor hereby covenants that Grantor and its successors and assigns will warrant and defend the title to the Property unto Grantee and to its successors and assigns forever, against the lawful claims of all

Handwritten notes: "MS", "1st American Title Order # 1462233-007", "Send To" with an arrow pointing to the return address.

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REAL ESTATE TRANSFER 08/14/2012

CHICAGO:	\$0.00
CTA:	\$0.00
TOTAL:	\$0.00

20-33-412-005-0000 | 20120701604937 | NURNNA

REAL ESTATE TRANSFER 08/14/2012

COOK:	\$887.50
ILLINOIS:	\$1,775.00
TOTAL:	\$2,662.50

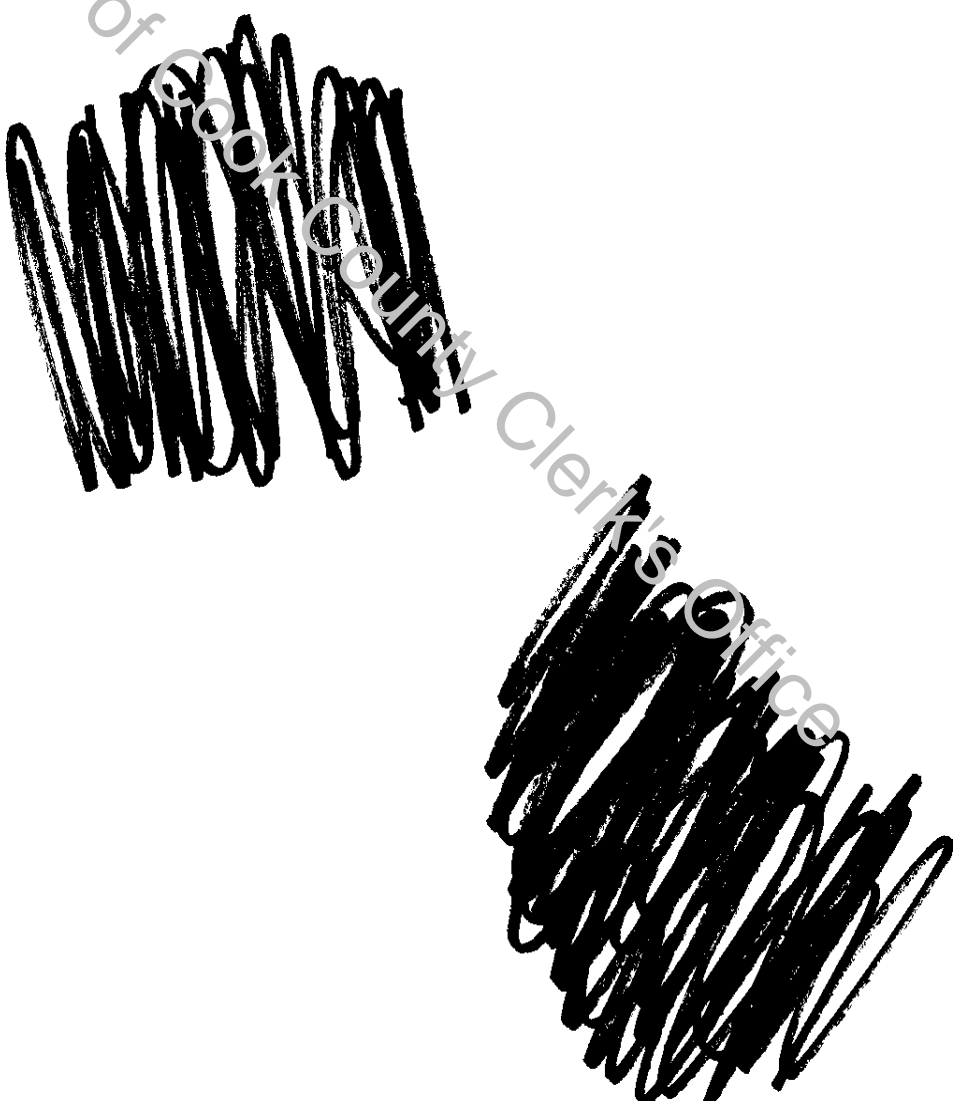
20-33-412-005-0000 | 20120701604937 | JOCMHP

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persons claiming by, through or under Grantor but none other, subject only to the Permitted Exceptions and the Use Restrictions.

[signature page follows next]

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Exhibit A

REAL PROPERTY DESCRIPTION

LOT 8 OF THE CHATHAM MARKET SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER AND IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH AND IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, ALL IN RANGE 14, EAST OF THE THIRD MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 5, 2007 AS DOCUMENT 0700515159, IN COOK COUNTY, ILLINOIS.

PIN: 2033-412-005-0000

Common Address: 8315 S. Holland Rd., Chicago, Illinois 60620-1328

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Exhibit B

PERMITTED EXCEPTIONS

1. General real estate taxes for 2012 and subsequent years.
2. Redevelopment Agreement dated February 22, 2006 and recorded February 23, 2006 as document 0605410032 by and between City of Chicago, an Illinois municipal corporation, and W2005 CMK Realty, L.L.C., a Delaware limited liability company; Amendment to Redevelopment Agreement recorded November 14, 2008 as document 0831939017; Second Amendment to Redevelopment Agreement recorded January 26, 2011 as document 1102644043.
3. Plat of Chatham Market Subdivision recorded January 5, 2007 as document 0700515159, and the terms and provisions contained therein.
4. Blanket Easement Provisions in favor of Commonwealth Edison Company, Ameritech, Peoples Gas Light & Coke Company and Chicago Cable, as set forth on Plat of Subdivision recorded January 5, 2007 as document 0700515159.
5. Easement, Covenants, Conditions and Restrictions dated January 5, 2007 and recorded January 5, 2007 as document 0700515164 made by W2006 CMK Realty, L.L.C., a Delaware limited liability company and Lowe's Home Centers, Inc., a North Carolina corporation, and the terms and provisions contained therein, as amended by that Amended and Restated Easement, Covenants, Conditions and Restrictions dated March 7, 2011 and recorded April 22, 2011 as document 1111233005 and rerecorded May 24, 2011 as document 1114404032 made by and among W2005 CMK Realty, L.L.C., Lowe's Home Centers, Inc., and Wal-Mart Real Estate Business Trust, and the terms and provisions contained therein.
6. Terms, provisions, conditions and limitations of Environmental No Further Remediation Letter recorded June 24, 2011 as document 1117531058.
7. Development Rights Allocation Agreement dated January 5, 2007 and recorded January 5, 2007 as document 0700515166 made by and between W2005 CMK Realty, L.L.C. and Lowe's Home Centers, Inc., and the terms and provisions contained therein; Development Rights Agreement dated April 7, 2011 and recorded April 22, 2011 as document 1111233006 made by and between W2005 CMK Realty, L.L.C. and Wal-Mart Real Estate Business Trust, and the terms and provisions contained therein.
8. Terms, provisions, conditions and limitations of Environmental No Further Remediation Letter recorded July 6, 2009 as document 091870066.
9. Covenants, conditions and restrictions contained in Declaration of Restrictions recorded September 14, 2009 as document 0925718054, and the terms and provisions contained therein.
10. Reciprocal Parking Easement Agreement by and between Grantor and Grantee recorded contemporaneously with this Deed.

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Exhibit C

USE RESTRICTIONS

The following is a list of the Use Restrictions affecting the Property that will run with the Property:

The Property shall not be used for any uses which violate any covenants, conditions and restrictions of record, including without limitation the use restrictions set forth in:

- (a) Planned Development No. 966 adopted and published by the City on September 29, 2004 at pages 32841-32899 of the City Council's Journal of Proceedings, as administratively amended from time to time;
- (b) Redevelopment Agreement between the City and Seller dated February 22, 2006 and recorded in the Cook County Recorder of Deeds Office as Document No. 0605410032, as amended by that certain Amendment to Redevelopment Agreement dated June 11, 2008, recorded with the Cook County Recorder of Deeds as Document No. 0831939017 and as further amended by that certain Second Amendment to Redevelopment Agreement dated January 18, 2011, recorded with the Cook County Recorder of Deeds as Document No. 1102644043;
- (c) Amended and Restated Easements, Covenants, Conditions and Restrictions dated March 7, 2011 re-recorded May 24, 2011 in the Office of the Cook County Recorder of Deeds as Document No. 1114404032;

The Property shall be used by Grantee solely for an approximately 20,000 square foot, twenty-four (24) hour gym, health club, fitness facility or similar establishment offering the use of exercise equipment, weight training equipment, fitness classes, and related activities under the trade name Planet Fitness for two (2) years from and after the date of closing.

In addition, the Property shall not be used for any uses which violate any of the following exclusives/lease restrictions for existing or prospective tenants or occupants of Chatham Market Subdivision:

- (1) Aldi - The Property shall not be used for the operation of a "limited selection grocery store." A "limited selection grocery store" shall mean a supermarket or grocery store which occupies less than 40,000 square feet of space and which offers a limited variety of specific food and grocery items and which promotes its "discount" or "warehouse" pricing.
- (2) Potbelly - The Property shall not be used for the sale of baked, oven-style, conveyor oven-style or un-baked "sub-style" sandwiches, submarine, hoagie, Italian beef or hero-type sandwiches, flatbread sandwiches, deli-style sandwiches or cheese steak sandwiches.
- (3) Gamestop - Except for tenants occupying more than 10,000 square feet, the Property shall not be used for the sale of new or used video games and video game systems.
- (4) U.S. Cellular - The Property shall not be used for the sale, rental, service and or supply of mobile or wireless communication products, paging equipment or wireless communication

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services and shall not be used by a “Competing Tenant”. A “Competing Tenant” shall include but not be limited to: Verizon, Sprint, Nextel, ATT, Cingular, T-Mobile, Cricket, SunCom, ALLTEL, I-Wireless or any agent or licensee providing such brands.

(5) Radio Shack - The Property shall not be used for the retail sale or display of electronic equipment and components, including, but not limited to, all types of telecommunication and transmitting equipment, computers and related accessories, and audio/video equipment and accessories.

(6) GNC - The Property shall not be used for the “primary purpose” of the sale of vitamins and health food(s) and mineral supplements, sports nutrition supplements (not including any smoothie/yogurt/ice cream concepts). “Primary purpose” is defined as more than 20% of the total sales devoted to the sale of such items.

(7) Wendy’s - The Property shall not be used for the sale or operation of any quick service restaurant with a drive-thru that serves hamburgers or chicken sandwiches as primary menu items.

(8) Restaurant - The Property shall not be used for the operation of a restaurant or food service other than a restaurant of not more than 2,000 square feet that is otherwise not in violation of the restrictions set forth in paragraphs (2) [Potbelly] and (7) [Wendy’s] above. For the first four (4) years from and after the date of closing, the Property shall not be used for the operation of a restaurant or food service other than a full service restaurant of not more than 2,000 square feet owned and operated by the owner/operator of the hotel or lodging house on the Property.

A Use Restriction set forth above shall terminate and no longer be effective upon (i) the abandonment or termination of the instrument giving rise to the subject Use Restriction or (ii) the parcel benefited by a Use Restriction abandons use of the subject parcel for the exclusive use. As an example and for the purpose of clarity and not limitation, if the parcel benefited by paragraph (1) above ceases to be used as a “limited selection grocery store”, then the restriction set forth in paragraph (1) shall terminate and no longer bind or encumber the Property. Any restrictions set forth herein may be terminated, modified or amended upon the mutual consent of Grantor, Grantee and their respective successors and assigns.