

# UNOFFICIAL COPY

Special Warranty Deed



Doc#: 1229016075 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/16/2012 02:30 PM Pg: 1 of 8

THE GRANTOR, METRO COMMONS, L.L.C., an Illinois limited liability company, of 1141 E. Main Street, Suite 100, East Dundee, Illinois, 60118, for and in consideration of Ten and No/100ths Dollars (\$10.00), in hand paid, by these presents does REMISE, RELFASE, ALIEN AND CONVEY, with Special Warranty, unto THE GRANTEE, COLE MT CHICAGO IL, LLC, a Delaware limited liability company, of 2325 East Camelback Road, Suite 1100, Phoenix, Arizona 85016, the property situated in the County of Cook, State of Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "Land").

TOGETHER with all improvements, buildings, structures located thereon and all of Grantor's right, title and interest in and to all apparatus, fittings and fixtures located thereon; and all covenants, easements, rights-of-way, rights, privileges and other tenements, appurtenances and hereditaments appertaining thereto, including, without limitation, all of Grantor's right, title and interest (if any) in and to (a) any strips or gores adjoining or adjacent to the Land, (b) the streets and roads adjoining or adjacent to the Land to the center line thereof, (c) all mineral, water and irrigation rights, if any, running with or otherwise pertaining to the Land, and (d) any award made or to be made or settlement in lieu thereof by reason of condemnation, eminent domain or exercise of police power (all of the foregoing together with the Land being hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns. Grantor, for itself and its successors and assigns, does covenant, promise and agree, to, and with the Grantee, its heirs, successors and assigns that it has not done or suffered to be done anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it shall and will WARRANT AND FOREVER DEFEND the Property unto Grantee, against all persons lawfully claiming, or to claim the same, by, through or under the Grantor, but none other.

SUBJECT TO: general real estate taxes for 2012 and subsequent years, the permitted encumbrances and restrictions set forth on Exhibit B and Exhibit C, attached hereto and made a part hereof.

Permanent Real Estate Index Numbers: 15-17-403-026-0000; 15-17-404-043-0000; 15-17-404-045-0000; 15-17-404-047-0000; 15-17-405-005-0000; 15-17-405-006-0000; 15-17-405-007-0000.

Commonly Known as: 40, 50, 60, 100, 120, 140, 148, 150, 160, 170, 180, 190 S. Mannheim Road, Hillside, Illinois

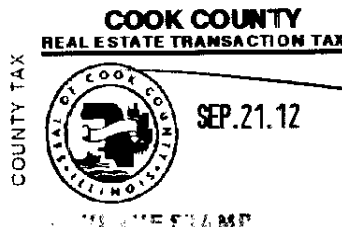
NCS- 543203 N. Mannheim  
1 of 3

[Signatures appear on the following page]

60-190 + 40-60  
15-17-405-005-0000  
VILLAGE OF HILLSIDE

2002.091  
722164  
15-17-404-045-0000  
10-11-12

Page 1



# 000011294	REAL ESTATE TRANSFER TAX
	0292425
	FP 103042

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DATED this 28 day of September, 2012

METRO COMMONS, L.L.C., an Illinois limited liability company

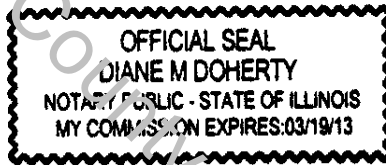
By:   
Daniel L. Shepard, Executive Vice President

STATE OF ILLINOIS )  
                              ) SS.  
COUNTY OF ~~COOK~~ <sup>KANE</sup> )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel L. Shepard personally known to me to be a Manager of Metro Commons, L.L.C., an Illinois limited liability company, and to be the same individual whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_ day of September, 2012.

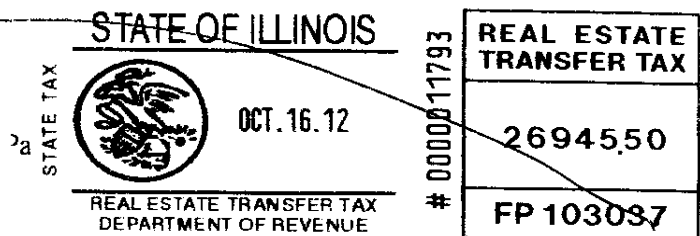
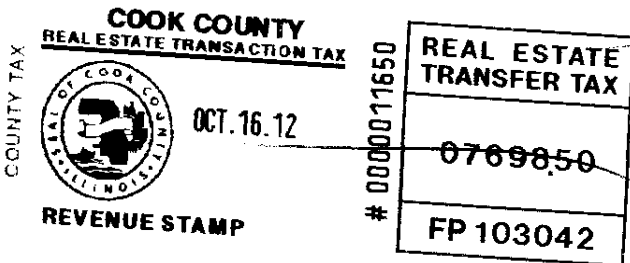
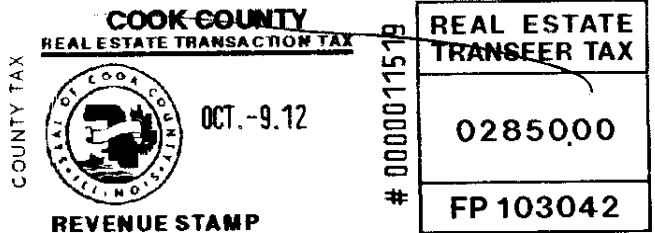
Notary Public



This instrument was prepared by:  
Elizabeth O'Brien  
Stahl Cowen Crowley Addis LLC  
55 W. Monroe St., Suite 1200  
Chicago, IL 60603

After recording mail to: Return to:  
First American Title Insurance Company  
Attn: Heather Vree  
30 N. LaSalle St, Suite 2700  
Chicago, IL 60602

Send Subsequent Tax Bills to:  
Cale MT Chicago IL, LLC  
2325 E Camelback Road  
Ste 1100  
Phoenix, AZ 85016



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## EXHIBIT A

### Legal Description

#### PARCEL 1:

##### TRACT 1:

LOTS 2, 3, 5, AND 7 IN METRO COMMONS, BEING A SUBDIVISION OF PART OF THE SE ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

##### TRACT 2:

LOTS 8, 9 AND 10 IN METRO COMMONS RESUBDIVISION, BEING A RESUBDIVISION OF ALL OF LOTS 8 AND 10 AND PART OF LOT 9 IN METRO COMMONS, A SUBDIVISION OF PART OF THE SE ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, PARKING UTILITIES AND SIGN EASEMENTS GRANTED IN OPERATION AND EASEMENT AGREEMENT DATED DECEMBER 21, 2007, BETWEEN TARGET CORPORATION AND HARRIS, N.A., AS TRUSTEE U/T/A DATED DECEMBER 1, 2001 AND KNOWN AS TRUST NUMBER HTB-1026, FOR HILLSIDE TOWN CENTER, RECORDED JANUARY 2, 2008 AS DOCUMENT NO. 0800213028, COOK COUNTY RECORDER OF DEEDS.

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## EXHIBIT B

### Permitted Encumbrances

1. General Real Estate Taxes for 2012 and subsequent years, a lien not yet due and payable.
2. Rights of tenant in possession, as tenant only, under Lease made by Michaels Stores, Inc., and Metro Commons, L.L.C., as landlord, under a lease demising the land for a term of years, as disclosed by Memorandum of Shopping Center Lease recorded January 6, 2009 as document 0900608217 and the terms and provisions contained therein.
3. Rights of tenant in possession, as tenant only, under Lease made by ZRC Operations Company, Inc., tenant and Metro Commons, L.L.C., as landlord, under a lease demising the land for a term of years, as disclosed by memorandum of lease recorded August 11, 2009 as document 0922319055, and the terms and provisions contained therein.
4. Rights of tenant in possession, as tenant only under Lease made by Concord Buying Group, Inc., tenant and Metro Commons, L.L.C., landlord, demising the land for a term of years, as disclosed by Memorandum of Lease recorded October 5, 2009 as document 0927818082, and the terms and provisions contained therein.
5. Rights of tenant in possession, as tenant only under Lease made by Staples The Office Superstore East, Inc., tenant and Metro Commons L.L.C., landlord, demising the land for a term of years, as disclosed by Memorandum of Lease recorded June 30, 2010 as document 1018117026, and the terms and provisions contained therein.
6. Easement granted to Northern Illinois Gas Company, its successors and assigns, to install, maintain, repair and replace their equipment together with right of access thereto as contained in grant recorded June 17, 1958 as document 17236105, and the terms and provisions contained therein, as shown on ALTA/ACSM Land Title Survey prepared by Robert W. Jones, under the supervision of the Matthew Company, Inc., dated May 30, 2012, last revised August 3, 2012, Job No. 38242.

Note: Affidavit regarding this easement filed as document LR2887622.

(Affects Lot 7 of Parcel 1, Tract 1)

7. Easement to install, maintain, operate and remove a storm sewer connection, together with right of access thereto as contained in easement between Allied Asphalt Paving Company, as Grantor, and Willett, Inc., as Grantee, recorded December 29, 1978 as document LR3068598, and the terms and provisions contained therein, as shown on ALTA/ACSM Land Title Survey prepared by Robert W. Jones, under the supervision of the Matthew Company, Inc., dated May 30, 2012, last revised August 3, 2012, Job No. 38242.

(Affects Lot 2 of Parcel 1, Tract 1)

8. Environmental No Further Remediation Letters recorded November 5, 1997 as document 97826567 and recorded July 18, 2000 as document 00533238, and the terms, provisions, conditions and limitations contained therein.
9. Environmental No Further Remediation Letter recorded July 2, 1998 as document 98568141, and the terms, provisions, conditions and limitations contained therein.

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10. Environmental No Further Remediation Letter recorded December 3, 2007 as document 0733755065, and the terms, provisions, conditions and limitations contained therein.
11. Agreement made by and between the Village of Hillside and Metro Commons LLC a memorandum of which was recorded December 12, 2007 as document 0734622102, and the terms and provisions contained therein.
12. Access Restriction Note as shown on Plat of subdivision recorded December 18, 2007 as document 0735203034, as follows: There shall be no direct access from Mannheim Road to Lots 5, 9, and 10.
13. Covenants, conditions, restrictions and easements contained in the Operation and Easement Agreement between Target Corporation and Harris N.A., as Trustee u/t/a dated December 1, 2001 and known as Trust Number HTB-1026 for Hillside Town Center recorded January 2, 2008 as document 0800213028, and the terms and provisions contained therein, easements as shown on ALTA/ACSM Land Title Survey prepared by Robert W. Jones, under the supervision of the Matthews Company, Inc., dated May 30, 2012, last revised August 3, 2012, Job No. 38242.
14. Environmental No Further Remediation Letter recorded January 9, 2008 as document 0800949002, and the terms, provisions, conditions and limitations contained therein.
15. Easements for public utilities and drainage as created by plat of easement recorded March 24, 2008 as document 0806415038, and the terms and provisions contained therein, as shown on ALTA/ACSM Land Title Survey prepared by Robert W. Jones, under the supervision of the Matthew Company, Inc., dated May 30, 2012, last revised August 3, 2012, Job No. 38242.

Note: Certain easements vacated by plat of easement and plat of easement vacation recorded August 13, 2008 as Document 0822618062.

16. Off-Site Sign Easement Agreement made by and between Target Corporation, a Minnesota corporation and Metro Commons LLC, an Illinois limited liability company, recorded July 1, 2008 as document 0818345031, and the terms and provisions contained therein.
17. Easements for public utilities and drainage as created by plat of easement and plat of easement vacation recorded August 13, 2008 as document 0822618062, and the terms and provisions contained therein, as shown on ALTA/ACSM Land Title Survey prepared by Robert W. Jones, under the supervision of the Matthews Company, Inc., dated May 30, 2012, last revised August 3, 2012, Job No. 389242.
18. Dedication of right of way in favor of the State of Illinois, Department of Transportation, recorded April 10, 2009 as document 0910049000, and the terms and conditions thereof.

(Affects part of Lot 9 of Parcel 1, Tract 2)

19. Access restriction note contained on the plat of Metro Commons Resubdivision recorded May 28, 2009 as document 0914831048, as follows: There shall be no direct access from Mannheim Road to Lots 9 and 10.

(Affects Parcel 1, Tract 2)

20. Environmental No Further Remediation Letter recorded May 28, 2009 as document 0914831050, and the terms, provisions, conditions and limitations contained therein.
21. Easements for public utilities and drainage of stormwater as created by plat of Easement recorded July 21, 2009 as document 0920245092, and the terms and provisions contained therein, as shown on ALTA/ACSM Land

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Title Survey prepared by Robert W. Jones, under the supervision of the Matthews Company, Inc., dated May 30, 2012, last revised August 3, 2012, Job No. 38242.

(Affects part of Tracts 1 and 2)

22. Easement granted to the State of Illinois recorded April 16, 2010 as document 1010646045 for the purpose of maintenance on the IDOT traffic control box, and the terms and provisions contained therein, as shown on ALTA/ACSM Land Title Survey prepared by Robert W. Jones, under the supervision of the Matthews Company, Inc., dated May 30, 2012, last revised August 3, 2012, Job No. 38242.
23. Rights of way for railroads, switch tracks or spur tracks, if any, and right of the railroad company to the use, operation, maintenance and repair of same.
24. Rights of the following parties as tenants only under unrecorded leases:
  - The RoomPlace
  - Petco
  - Charming Charlie
  - Avenue Nail Salon
  - American Mattress
  - Panda Express
  - Visionworks
  - Gamestop
  - GNC
  - Sally Beauty Supply
  - DOTS
  - WingStop
  - T-Mobile
  - Home Run Inn Pizza
  - SuperCuts
  - Jimmy John's Gourmet Sandwiches
  - Chase Bank
  - Ross Dress for Less
25. The terms and conditions in that certain Sign Easements and Licenses Agreement between Metro Commons, L.L.C., and Metro Commons Hospitality, L.L.C., recorded May 16, 2012, as Document No. 1213718069.

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## EXHIBIT C

### Restrictions

Without the prior written consent of ROSS DRESS FOR LESS, INC. (hereinafter referred to as "Tenant"), which consent may be withheld in the absolute and sole discretion of Tenant, no tenant or occupant of the Land (other than Tenant) may use, and Grantor, its successors and assigns, if it has the capacity to do so, shall not permit any other tenant or occupant of the Land to use its premises for the Off Price Sale (as hereinafter defined) of merchandise. For purposes of this document "Off Price Sale" shall mean the retail sale of merchandise on an every day basis at prices reduced from those charged by full price retailers, such as full price department stores; provided, however, this definition shall not prohibit sales events by a retailer at a price discounted from that retailer's every day price (examples of Off Price Sale retailers include such retailers as T.J. Maxx, Marshalls, A.J. Wright, Fallas Paredes, Nordstrom Rack, Goody's, Factory 2U, Burlington Coat, Steinmart, Filene's Basement, Gordmans and Beall's Outlet.). Notwithstanding the foregoing, a portion of the Land may be used for the operation of a TJ Maxx, Marshall's or HomeGoods store. Further, Grantor and its successors and assigns, shall not be precluded from leasing space in the Land for the sale of merchandise at a fixed price point or to an operator whose product line and pricing are similar to Dollar General, Dollar Tree, Family Dollar, 99¢, Five Below or Claire's; provided, however that said tenants shall not occupy more than 20,000 Lease Floor Area in the aggregate.

Further, no part of the Land shall be used for office or residential purposes or as a theater, auditorium, meeting hall, school (provided this prohibition shall not apply to on-site employee training by a tenant incidental to the conduct of its business), church or other place of public assembly, "flea market," mortuary, gymnasium or health club (except such use shall be permitted but only to the extent that the facility (a) contains less than 10,000 leasable floor area, (b) is not located within 300 feet from the front or perimeter walls of the premises occupied by Tenant (the "Store"), and (c) does not have doors facing the front of the Store), veterinary services or pet vaccination clinic or overnight stay pet facilities (except as an incidental use in conjunction with the operation of a national or regional pet store retailer, provided such pet store retailer is not located within one hundred fifty (150) feet of the front and side perimeter walls of the Store), dance hall, billiard or pool hall, massage parlor (provided that an establishment offering therapeutic massages, such as Massage Envy shall be permitted but only to the extent such establishment contains less than 3,000 square feet of leaseable floor area and is not located within 100 feet of the sidewalls or front doors of the Store), video game arcade (except the foregoing shall not prohibit the operation of a GameStop or similar operation), bowling alley, skating rink, car wash, facility for the sale, display, leasing or repair of motor vehicles, night club whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceed 35% of the gross revenue of such business (but any such night club may only be located on an outparcel), Internet café unless incidental to the primary business of a tenant, the sale of adult products or adult bookstores or adult audio/video products stores (which are defined as stores in which at least ten percent (10%) of the inventory is not available for sale or rental to children under the age of majority in the state in which the Store is located because such inventory explicitly deals with or depicts human sexuality) (except that the foregoing shall not prohibit the customary operation of Barnes and Noble and other similar book seller). No ATM or similar machine shall be permitted on the Land within one hundred (100) feet of the front and side perimeter walls of the Store, except if located wholly within the interior of another tenant's or occupant's premises. No tenant or occupant of the Land, other than Tenant, shall be permitted to use one thousand five hundred (1,500) square feet or more of leasable floor area of its premises primarily for the rental or sale of prerecorded audio or video merchandise or electronic games software and technological evolutions thereof (except the foregoing shall not prohibit the customary operation of office supply stores or retailers such as Best Buy, HH Gregg, Radio Shack or Game Stop). Grantor and its successors and assigns shall not permit the sale of whole bean or ground coffee on the Land by any national specialty coffee retailers having more than two thousand (2,000) retail locations containing five thousand (5,000) square feet of leasable floor area or less. The foregoing sentence shall not apply to the following: Dunkin' Donuts, all fast food restaurants (i.e., McDonald's, Burger King, Wendy's, etc.), Krispy Kreme Donuts, Caribou Coffee, Tea Leaf, Gloria Jean's, Tally's, Tim Horton's, Peet's, Green Mountain Coffee, Saxby's, Coffee Beanery, Seattle's Best or Einstein Bagels. Notwithstanding the foregoing, Tenant acknowledges that that Starbucks shall be permitted to operate its business within the SuperTarget premises as and to the extent permitted under its existing lease. Further, no restaurant or other "High Intensity Parking User" (as hereinafter defined) shall be permitted on the Land within five hundred (500) feet of the front and side perimeter walls of the Store. A "High Intensity Parking User" is a tenant or occupant whose use requires more than five

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(5) parking spaces per one thousand (1,000) square feet of leasable floor Area in accordance with either customary shopping center practices or governmental regulations, whichever has a higher parking requirement.

Finally, Grantor and its successors and assigns expressly take subject to the uses set forth in Section 5.1 of that certain Operation and Easement Agreement between Target Corporation and Harris N.A., as Trustee u/t/a dated December 1, 2001 and known as Trust Number HTB-1026 for Hillside Town Center recorded January 2, 2008 as document 0800213028.

Property of Cook County Clerk's Office