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SPECIAL WARRANTY DEED (Illinois)



Doc#: 1328910043 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/16/2013 12:17 PM Pg: 1 of 8

THIS INDENTURE, made this 9 day of October, 2013, between Grosvenor International (American Freeholds) Limited, a Nevada corporation, as to an undivided twenty-five percent (25%) interest, and BBCAF-VRC, LLC a Delaware limited liability company, as to an undivided seventy-five percent (75%) interest, jointly, party of the first part, and 830 NMA, LLC, a Delaware limited liability company, party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, by the party of the second part, the receipt whereof is hereby acknowledged, by these presents does GRANT, SELL, REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, FOREVER, all of their interests in and to the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

See attached Exhibit A



Above Space for Recorder's Use Only

Together with all and singular the improvements, hereditaments, easements and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity of, in and to the above-described premises, with the improvements, hereditaments, easements and appurtenances:


TO HAVE AND TO HOLD the said premises, above described, with the appurtenances, unto the party of the second part, its successors and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree to, and with the party of the second part, and successors, 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 WILL WARRANT AND DEFEND, the said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to:

See attached Exhibit B.

REAL ESTATE TRANSFER		10/16/2013
	COOK	\$83,000.00
	ILLINOIS:	\$166,000.00
	TOTAL:	\$249,000.0

17-03-225-029-0000 | 20131001603909 | A02VQH

REAL ESTATE TRANSFER		10/16/2013
	CHICAGO:	\$1,245,000.
	CTA:	\$498,000.0
	TOTAL:	\$1,743,000.

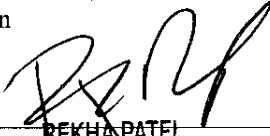
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IN WITNESS WHEREOF, said party of the first part has caused its name to be signed, as of the day and year first above written.


GROSVENOR INTERNATIONAL
(AMERICAN FREEHOLDS) LIMITED,
a Nevada corporation

By: 
Name: REKHA PATEL
Title: CHIEF FINANCIAL OFFICER

By: 
Name: Thomas D. Ohlson
Title: Senior Vice President

BBCAF-VRC, LLC,
a Delaware limited liability company

By: 
Name: RICHARD L. GREENE
Title: Manager

By: 
Name: GRAHAM MALONEY
Title: Manager

This instrument was prepared by:

Graham Maloney
Greene Radovsky Maloney Share & Hennigh LLP
Four Embarcadero Center, Suite 4000
San Francisco, CA 94111

Send Subsequent Tax Bills to:

830 NMA, LLC
c/o General Growth Properties, Inc.
P.O Box 617905
Chicago, Illinois 60661

After recording return to:

General Growth Properties, Inc.
110 North Wacker Drive
Chicago, Illinois 60606
Attention: Chief Legal Officer

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STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

SS.

On September 30, 2013, before me, Patricia A. Bain, notary public, personally appeared Renka S. Patel and

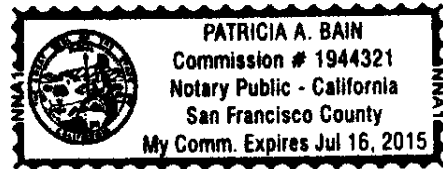
Thomas D. Ohlson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Patricia A. Bain
Notary's Signature



STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

SS.

On ~~September~~ ^{OCTOBER} 1, 2013, before me, KAREN H. SORIANO, notary public, personally appeared RICHARD L. GREWE and

GRAHAM MALONE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Karen H. Soriano
Notary's Signature



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EXHIBIT A TO DEED

Legal Description

PARCEL 1:

THAT PART OF LOTS 1 AND 2, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG THE SOUTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.19 FEET; THENCE NORTH 0 DEGREES, 02 MINUTES, 05 SECONDS WEST 107.26 FEET TO THE NORTH LINE OF LOT 2; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.65 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 0 DEGREES, 12 MINUTES, 49 SECONDS WEST, ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 107.26 FEET TO THE SOUTHEAST CORNER OF SAID LOT BEING THE POINT OF BEGINNING OF THE HEREINABOVE DESCRIBED TRACT, ALL IN FERRY'S SUBDIVISION OF PART OF BLOCK 20 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965528, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS AND TENANTS FROM TIME TO TIME OF THE AMERICAN PROPERTY AND THEIR RESPECTIVE TENANTS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITEES THE EASEMENT AREA LOCATED UPON THE CHESTNUT PROPERTY FOR THE PURPOSE OF INGRESS AND EGRESS, DELIVERIES, LOADING AND UNLOADING, TRASH REMOVAL, TEMPORARY PARKING OF DELIVERY AND SERVICE TRUCKS AND VEHICLES, AND PROVIDING ACCESS TO AND FROM THE SERVICeways, CORRIDORS AND FREIGHT ELEVATORS LOCATED ON THE AMERICAN PROPERTY, AS AMENDED BY AMENDMENT TO EASEMENT AGREEMENT MADE BY AND BETWEEN 111 EAST CHESTNUT CONDOMINIUM ASSOCIATION AND GROSVENOR INTERNATIONAL (AMERICAN FREEHOLDS) LIMITED, AND BBCAF-VRC, LLC, DATED SEPTEMBER 25, 2013, AND RECORDED OCTOBER 2, 2013, AS DOCUMENT 1327516040, WHICH INCLUDES EXHIBIT C-1 WHICH SUPPLEMENTS BUT DOES NOT REPLACE ORIGINAL DEPICTION IN AGREEMENT.

PARCEL 3:

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EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965531, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, THEIR RESPECTIVE TENANTS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITEES, AN EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA FOR: (i) PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE FIFTH FLOOR OF THE RETAIL BUILDING, AND (ii) THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE ABOVE DESCRIBED ENTRANCE AND DOORS (SUCH ENTRANCE IMPROVEMENTS AND DOORS, AND ALL REPLACEMENTS THEREOF, BEING HEREAFTER COLLECTIVELY CALLED THE "PEDESTRIAN ENTRANCE IMPROVEMENTS")

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965530, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, A NON-EXCLUSIVE EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA, IN COMMON WITH THE OWNERS, OCCUPANTS, TENANTS, AND INVITEES OF THE CHESTNUT PROPERTY AND THEIR SUCCESSORS AND ASSIGNS, FOR : (i) THE USE OF THE EASEMENT AS A MEANS OF EMERGENCY EGRESS FROM THE AMERICAN PROPERTY AND THE CHESTNUT PROPERTY, TO PEARSON STREET, AND (ii) FOR THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE FIRE WALL AND ALARM EQUIPMENT AND SYSTEMS AS MAY BE REASONABLY LOCATED WITHIN THE EASEMENT AREA (SUCH WALL, DOORS, AND LIGHTING AND ALARM EQUIPMENT AND SYSTEMS, AND ALL REPLACEMENT THEREOF, BEING HEREINAFTER COLLECTIVELY CALLED THE "EMERGENCY CORRIDOR IMPROVEMENTS")

PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965529, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, AN EXCLUSIVE EASEMENT AND THE RIGHT AND

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PRIVILEGE TO USE THE EASEMENT AREA FOR THE OPERATION, MAINTENANCE, REPAIR, SERVICING, AND REPLACEMENT OF THE FIRE PROTECTION EQUIPMENT AND SYSTEMS, A STAIRWAY AND WATER MAIN SERVING PARCEL 1 LOCATED IN THE EASEMENT AREA WHICH SERVICE THE AMERICAN PROPERTY.

COMMON ADDRESS: 830 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS 60611

PIN: 17-03-225-029 ~~0000~~

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EXHIBIT B TO DEED

Permitted Exceptions

1. General and special real property taxes and assessments assessed for the calendar year 2013 that are not yet due and payable.
2. The rights of tenants in possession, as tenants only, without any options to purchase, rights of first refusal or rights of first offer, pursuant to the rent roll, including the following Leases:
 - (a) Lease dated September 20, 1993 made by LaSalle National Trust, N. A., as Trustee under Trust Agreement dated May 20, 1993 and known as Trust Number 118000 to Ghirardelli Chocolate Company, a Memorandum of which was recorded February 8, 1994 as document 94128568.
 - (b) Lease dated September 15, 2010 made by Grosvenor International (American Freeholds) Limited, a Nevada corporation, and BBCAF-VRC, LLC, a Delaware corporation to Arcadia Group (USA) Limited, a company registered in England and authorized to do business in Illinois and d/b/a Topshop/Topman, a Memorandum of which Lease was recorded October 18, 2010 as Document 1029122065.
 - (c) Unrecorded lease dated June 30, 2008 made by Grosvenor International (American Freeholds) Limited, a Nevada corporation and BBCAF-VRC, LLC, a Delaware limited liability company and Columbia Sportswear USA Corporation, an Oregon corporation.
3. Easement over the north 3 inches of the land for maintaining piling or steel sheeting for the purpose of supporting the south walls and foundations of the buildings north and adjoining the land as created by grant from Bonwit Teller, Inc., a corporation of New York, to Midwest Building Company, a corporation of Illinois, recorded November 30, 1949 as Document 14685897.
4. Encroachments and rights disclosed by Survey prepared by National Survey Service, Inc., dated August 7, 1993 Order No. 117960-A and last revised July 23, 2013, Order No. N-129177:
 - (a) Encroachment of one story concrete portion of the building located along the south line of the land onto property south and adjoining (E. Pearson St.) by approximately 9.83 feet;
 - (b) Encroachment of penthouse upon the land west and adjoining by a distance of 0.01 feet s and 0.09 feet west of the property;
 - (c) Rights of the adjoining owners to the concurrent use of the beam, west face of concrete beam on 1st floor is on boundary line.

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(d) Encroachment of canopy located along the east line of the land onto property east and adjoining (N. Michigan Ave.). 5. Special Service Area as disclosed by Ordinance recorded as Document 91075841, and additional taxes under the terms of said Ordinance and subsequent related ordinances.

6. Easement Agreement dated November 19, 1993 and recorded November 26, 1993 as Document 93965528, made by and between LaSalle National Trust, N. A., as Trustee under Trust Agreement dated May 20, 1993 and known as Trust Numbers 118065 and 118066 and American Freeholds, a Nevada general partnership, as amended by Amendment to Easement Agreement made by and between 111 East Chestnut Condominium Association and Grosvenor International (American Freeholds) Limited, and BBCAF-VRC, LLC, dated September 25, 2013, and recorded October 2, 2013, as Document 1327516040, which includes Exhibit C-1 which supplements but does not replace original depiction in Agreement. [Loading Dock Easement].

7. Easement Agreement dated November 19, 1993 and recorded November 26, 1993 as Document 93965531, made by and between LaSalle National Trust, N. A., as Trustee under Trust Agreement dated May 20, 1993 and known as Trust Numbers 118065 and 118066 and American Freeholds, a Nevada general partnership [Pedestrian Entrance Easement].

8. Easement Agreement dated November 19, 1993 and recorded November 26, 1993 as Document 93965530, made by and between LaSalle National Trust, N. A., as Trustee under Trust Agreement dated May 20, 1993 and known as Trust Numbers 118065 and 118066 and American Freeholds, a Nevada general partnership [Emergency Corridor Easement].

9. Easement Agreement dated November 19, 1993 and recorded November 26, 1993 as document 93965529, made by and between LaSalle National Trust, N. A., as Trustee under Trust Agreement dated May 20, 1993 and known as Trust Numbers 118065 and 118066 and American Freeholds, a Nevada general partnership [Fire Protection Equipment Easement].

10. The title company does not insure the exact location or dimensions of the easements described in Sections 6, 7, 8 and 9 of this Exhibit B.