

# UNOFFICIAL COPY



Prepared by:  
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Doc#: 1426934086 Fee: \$60.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/26/2014 02:55 PM Pg: 1 of 12

After recording, mail to:  
Residences of Orland Crossing, LLC  
c/o REVA Development Partners LLC  
212 West Kinzie 4th Floor  
Chicago, Illinois 60654  
Attn: Matthew Nix

## SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of September 22, 2014, between MAIN PLACE — ORLAND PARK ASSOCIATES III, L.L.C., a Delaware limited liability company ("Grantor"), having an address of 624 Davis Street, Suite 200, Evanston, Illinois 60201, and RESIDENCES OF ORLAND CROSSING, LLC, a Delaware limited liability company ("Grantee"), having an address of c/o 212 West Kinzie, 4<sup>th</sup> Floor, Chicago, Illinois 60654.

WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN AND NO/ 100 DOLLARS (\$10.00) in hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does GRANT, BARGAIN AND SELL unto Grantee, and to its successors and assigns, forever, all of Seller's right, title and interest in and to the following described Real Estate (the "Property") situated in the County of Cook, the State of Illinois, known and described as follows, to wit:

See Exhibit A attached hereto and made a part hereof

together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the Premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the Premises, with the appurtenances, unto Grantee, its successors and assigns forever.

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And Grantor, for itself and its successors, does covenant, promise and agree to and with Grantee, its successors and assigns that it has not done or suffered to be done anything whereby the 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 Premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject to those matters set forth in Exhibit A attached hereto and made a part hereof.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK  
SIGNATURES ON FOLLOWING PAGE]


Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

GRANTOR

Main Place-Orland Park Associates III, L.L.C., a  
Delaware limited liability company

By:   
Robert Perlmutter, its Manager

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STATE OF ILLINOIS        }  
   } ss.  
 COUNTY OF COOK         }

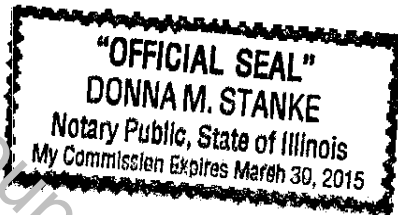
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Robert Perlmutter, personally known to me to be the Manager of MAIN PLACE — ORLAND PARK ASSOCIATES III, L.L.C., a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of September, 2014.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Notary Public

My Commission Expires:

Send subsequent tax bills to:  
 Residences of Orland Crossing, LLC  
 c/o REVA Development Partners LLC  
 212 West Kinzie – 4th Floor  
 Chicago, Illinois 60654



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOTS 13, 14 [EXCEPT THE WEST 99.59 FEET OF LOT 14], 15 AND 16 IN ORLAND PARK CROSSING, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 2005 AS DOCUMENT NUMBER 0525845136, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

A PERMANENT EASEMENT FOR THE BENEFIT OF A PORTION OF THE LAND DESCRIBED ABOVE FOR THE PURPOSES OF RETENTION SYSTEM FACILITIES, DRAINAGE, AND RUNNING AND TRANSFERRING WATER ACCUMULATING ON THE LAND, TOGETHER WITH THE RIGHT OF ACCESS THERETO, AS CREATED BY EASEMENT AGREEMENT DATED JULY 9, 2003 AND RECORDED JULY 11, 2003 AS DOCUMENT NUMBER 0319241223 BY AND BETWEEN GREAT LAKES TRUST COMPANY, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 2001 AND KNOWN AS TRUST NO. 01066, AND MAIN PLACE - ORLAND PARK ASSOCIATES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 327.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 327 FEET OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 09 MINUTES 38 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER 50.00 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE 22.62 FEET; THENCE SOUTH 77 DEGREES 38 MINUTES 05 SECONDS WEST 73.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 57 FEET OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 09 MINUTES 38 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, 7.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 50 FEET OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST ALONG SAID NORTH LINE OF THE SOUTH 50 FEET A DISTANCE OF 71.35 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

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A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, DRIVEWAYS AND PARKING RUNNING TO THE BENEFIT OF PARCEL 1 CREATED BY DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (ORLAND PARK CROSSING) DATED SEPTEMBER 8, 2005 AND RECORDED SEPTEMBER 15, 2005 AS INSTRUMENT NUMBER 0525839096, AS AMENDED BY FIRST AMENDMENT RECORDED FEBRUARY 13, 2007 AS DOCUMENT NUMBER 0708234088 AND SECOND AMENDMENT APRIL 4, 2012 AS DOCUMENT NUMBER 1209518068.

Permanent Index No.:

27-03-300-027-0000 (AFFECTS LOT 13)

27-03-300-028-0000 (AFFECTS LOT 14)

27-03-300-029-0000 (AFFECTS LOT 15)

27-03-300-030-0000 (AFFECTS LOT 16)

Property Address: Vacant land northeast of the intersection of 143rd Street and LaGrange Road, Orland Park, Illinois. 100462

14147 LAGRANGE RD.

REAL ESTATE TRANSFER TAX

26 Sep-2014



COUNTY:	2,125.00
ILLINOIS:	5,450.00
TOTAL:	8,175.00

27-03-300-027-0000 | 20140901628324 | 0-334-345-344

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## EXHIBIT B

### PERMITTED EXCEPTIONS

1. TAXES AND ASSESSMENTS WHICH ARE A LIEN, BUT WHICH ARE NOT YET BILLED, OR ARE BILLED BUT ARE NOT YET DELINQUENT AND ANY ASSESSMENTS NOT SHOWN ON THE PUBLIC RECORDS.
2. ANY LAWS, REGULATIONS OR ORDINANCES (INCLUDING, BUT NOT LIMITED TO, ZONING, BUILDING AND ENVIRONMENTAL MATTERS) AS TO THE USE, OCCUPANCY, SUBDIVISION OR IMPROVEMENTS OF THE PREMISES ADOPTED OR IMPOSED BY ANY GOVERNMENTAL AGENCY.
3. ACTS DONE OR SUFFERED BY, THROUGH OR UNDER, OR JUDGMENTS AGAINST, PURCHASER.
4. SPECIAL TAXES OR ASSESSMENTS FOR IMPROVEMENTS NOT YET COMPLETED; INSTALLMENTS NOT DUE AT THE DATE HEREOF OF ANY SPECIAL TAX OR ASSESSMENT FOR IMPROVEMENTS HERETOFORE COMPLETED AND ANNUAL INSTALLMENTS OF SPECIAL ASSESSMENTS LEVIED SUBSEQUENT TO THE DATE OF THIS AGREEMENT.
5. AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN VILLAGE OF ORLAND PARK, AND MAIN PLACE — ORLAND PARK ASSOCIATES, L.L.C. (ORLAND PARK CROSSING) — NORTHEAST CORNER OF 143RD STREET AND LAGRANGE ROAD DATED DECEMBER 22, 2004 RECORDED ON JANUARY 26, 2005, AS DOCUMENT NO. 0502639124, AS SUPPLEMENTED BY THAT CERTAIN SUPPLEMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE AND MAIN PLACE – ORLAND PARK ASSOCIATES, L.L.C. (MAIN PLACE AT ORLAND PARK) NORTHEAST CORNER OF 143RD STREET AND LAGRANGE ROAD DATED FEBRUARY 7, 2011, RECORDED ON MARCH 24, 2011, AS DOCUMENT NO. 1108334054, AND AS FURTHER AMENDED AS PROVIDED IN THE ATTACHED AGREEMENT.
6. DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS DATED SEPTEMBER 8, 2005 AND RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON SEPTEMBER 15, 2005 AS DOCUMENT NO. 0525839096, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS [ORLAND PARK CROSSING] DATED FEBRUARY 13, 2007, AND RECORDED ON MARCH 23, 2007 AS DOCUMENT NO. 0708234088, AND AS FURTHER AMENDED BY THAT CERTAIN SECOND AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS [ORLAND PARK CROSSING] DATED OCTOBER 7, 2011, AND RECORDED ON APRIL 4, 2012, AS DOCUMENT NO. 1209518068 AND AS FURTHER AMENDED BY THAT

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CERTAIN THIRD AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS [ORLAND PARK CROSSING] DATED AUGUST 28, 2014, AND RECORDED ON SEPTEMBER 4, 2014, AS DOCUMENT NO. 1424741120.

7. ANY SO-CALLED EXCLUSIVE AGREEMENT, RESTRICTION OR USE PROHIBITION SET FORTH IN ANY LEASE OR OTHER AGREEMENT AT THE ADJACENT SHOPPING CENTER PROPERTY IDENTIFIED ON SCHEDULE 1 ATTACHED TO THIS EXHIBIT A. BY ACCEPTANCE OF THE SPECIAL WARRANTY DEED, PURCHASER (I) AGREES THAT THE PREMISES SHALL NOT BE USED FOR ANY PURPOSE OF USE WHICH WOULD VIOLATE ANY SO CALLED EXCLUSIVE AGREEMENT, RESTRICTION OR USE PROHIBITION AS PROVIDED ABOVE, AND (II) ACKNOWLEDGES THAT ANY SUCH EXCLUSIVE AGREEMENT, RESTRICTION OR USE PROHIBITION HAS BEEN GRANTED AND IMPOSED FOR THE BENEFIT OF CERTAIN TENANTS AND OCCUPANTS OF THE ADJACENT SHOPPING CENTER PROPERTY, WHICH TENANTS AND OCCUPANTS ARE THIRD PARTY BENEFICIARIES OF SUCH EXCLUSIVE AGREEMENTS, RESTRICTIONS AND USE PROHIBITIONS AND SHALL BE ENTITLED (SEPARATELY FROM SELLER) TO ENFORCE THE SAME DIRECTLY AGAINST PURCHASER AND ITS SUCCESSORS AND ASSIGNS IN THE EVENT OF A VIOLATION THEREOF.

8. DECLARATION OF RESTRICTIVE USE DATED AUGUST 28, 2014, MADE BY MAIN PLACE - ORLAND PARK ASSOCIATES III, L.L.C. WHICH WAS RECORDED ON SEPTEMBER 4, 2014, AS DOCUMENT NO. 1424741128.

9. TERMS AND PROVISIONS OF REQUIREMENTS FOR STORM WATER DETENTION RECORDED MAY 19, 2005 AS DOCUMENT 0513927128.

10. PUBLIC UTILITY EASEMENT PROVISIONS CONTAINED ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 0525845136 RESERVING AND GRANTING ALL EASEMENTS WITHIN THE AREAS SHOWN BY DASHED LINES AND MARKED 'PUBLIC UTILITY EASEMENT' ON SAID PLAT TO THE VILLAGE OF ORLAND PARK AND THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM SAID MUNICIPALITY INCLUDING BUT NOT LIMITED TO THE SBC, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON COMPANY, AND COMCAST, AND THEIR SUCCESSORS AND ASSIGNS.

11. DECLARATION OF RESTRICTIVE USE DATED SEPTEMBER 30, 2005 AND RECORDED OCTOBER 6, 2005 AS DOCUMENT NUMBER 0527939023.

12. TERMS AND CONDITIONS OF THE UTILITY EASEMENT AGREEMENT, MADE BY AND BETWEEN MAIN PLACE-ORLAND PARK ASSOCIATES III, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED MAY 13, 2010 AS DOCUMENT 1013316062.

13. AGREEMENT DATED JUNE 5, 1986 AND RECORDED SEPTEMBER 5, 1986 AS DOCUMENT 86395795 MADE BETWEEN THE VILLAGE OF ORLAND PARK AND FIRST



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NATIONAL BANK OF BLUE ISLAND AS TRUSTEE UNDER TRUST NUMBER 77-177 RELATING TO COVENANTS THAT THE SUBDIVIDER AGREED TO IN ORDER TO GET THE PLAT APPROVED.

14. MATTERS OF SURVEY SHOWN AS SHOWN ON THE PLAT OF SURVEY PREPARED BY V3 ENGINEERS SCIENTISTS SURVEYORS, JOB NO. 98036.02 DATED \_\_\_\_\_, 20\_\_.

15. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCELS 2 AND 3 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.

16. NOTHING CONTAINED HEREIN SHOULD BE CONSTRUED AS INSURING THE EXACT LOCATION OR DIMENSIONS OF THE EASEMENTS DESCRIBED IN PARCEL 3 OF SCHEDULE A AS (v), (vi) AND (vii).

17. THE USE AND ENJOYMENT OF THE EASEMENTS DESCRIBED IN PARCEL 3 OF SCHEDULE A AS (v), (vi) AND (vii) IS SUBJECT TO SAID EASEMENTS BEING OPEN AND IN USE.

18. RECIPROCAL TEMPORARY STOCKPILE EASEMENT DATED AS OF AUGUST 28, 2014, BETWEEN MAIN PLACE-ORLAND PARK ASSOCIATES III L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND BRADFORD ORLAND PARK 1 LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, WHICH WAS RECORDED ON SEPTEMBER 4, 2014 AS DOCUMENT NO. 1424741124.

19. UTILITY EASEMENT DATED AS OF AUGUST 28, 2014, BY MAIN PLACE-ORLAND PARK ASSOCIATES III L.L.C., A DELAWARE LIMITED LIABILITY COMPANY TO AND FOR THE BENEFIT OF BRADFORD ORLAND PARK 1 LLC, AN ILLINOIS LIMITED LIABILITY COMPANY WHICH WAS RECORDED ON SEPTEMBER 4, 2014, AS DOCUMENT NO. 1424741126.

20. SUPPLEMENTAL AGREEMENT TO DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS [ORLAND PARK CROSSING] DATED \_\_\_\_\_, 2014 BETWEEN MAIN PLACE — ORLAND PARK ASSOCIATES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS DECLARANT AND RESIDENCES OF ORLAND CROSSING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER.

21. SECOND SUPPLEMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR MAIN PLACE AT ORLAND PARK DATED MARCH 3, 2014 AND RECORDED APRIL 14, 2014 AS DOCUMENT NO. 1410429063, BETWEEN THE VILLAGE OF ORLAND PARK, AN ILLINOIS MUNICIPAL CORPORATION, AND MAIN PLACE -

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ORLAND PARK ASSOCIATES III, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY.

22. TRI-PARTY AGREEMENT BETWEEN MAIN PLACE-ORLAND PARK ASSOCIATES, III, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, SELLER, AND RESIDENCES OF ORLAND CROSSING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, PURCHASER AND, IF APPLICABLE, BRADFORD ORLAND PARK 1 LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (THE "OTHER BUYER"), IF THE OTHER BUYER ACQUIRES LOTS 9, 12 AND THE WEST 99.59 FEET OF LOT 14 IN ORLAND PARK CROSSING.

23. DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND REVA DEVELOPMENT PARTNERS, LLC (NORTHEAST CORNER OF 143<sup>RD</sup> STREET AND LA GRANGE ROAD) DATED APRIL 21, 2014, AND RECORDED MAY 13, 2014 AS DOCUMENT NO. 1413316056.

24. RECIPROCAL CONSTRUCTION AND ACCESS EASEMENT AGREEMENT DATED AUGUST 28, 2014 BETWEEN MAIN PLACE – ORLAND PARK ASSOCIATES III, L.L.C. AND BRADFORD ORLAND PARK 1 LLC, WHICH WAS RECORDED ON SEPTEMBER 4, 2014, AS DOCUMENT NO. 1424741023

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## SCHEDULE 1

### EXCLUSIVES

**NO PART OF THE PREMISES SHALL BE USED FOR THE FOLLOWING USES AS LONG AS THE TENANT OR OCCUPANT RETAINS SUCH EXCLUSIVE:**

1. First American Bank

...any Banking Services... For purposes hereof, "Banking Services" shall mean to operate, provide, conduct and offer the following uses and services: banking and banking services, cash dispensing machines and automatic teller machines (ATMs), savings and loan, currency exchange, money store, credit union, loan origination, mortgage brokerage, and trust investment services...

2. Coldwater Creek

...the sale of any merchandise bearing the brand name or logo of Coldwater Creek...

3. Wear Eyewear

...the operation of a retail store selling frames, lenses and contact lenses, or sunglasses and optometry services...

4. P.F. Chang' s

... a restaurant serving Asian cuisine.

5. Omaha Steaks

... the sale of frozen meats, fish, poultry and vegetables...

6. Starbucks

...the sale of (a) freshly ground and whole coffee beans, (b) espresso, espresso based drinks and coffee-based drinks, (c) tea or tea-based drinks, (d) gourmet brand-identified brewed coffee, (e) blended beverages containing coffee, espresso, the sale of other than on an incidental basis, (a) freshly ground and whole coffee beans, (b) espresso, espresso-based drinks and coffee-based drinks, (c) tea or tea-based drinks, (d) gourmet brand-identified brewed coffee, (e) blended beverages containing coffee, espresso, and/or tea.

7. Panera

...the operation of a bakery-café (e.g. Atlanta Bread Co., Cosi, Paradise Bakery)...

8. Portrait Innovations

...the operation of a photography and portrait studio.

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9. Charles Schwab

...the operation of a securities brokerage or banking business...

10. Classy Nails

... the operation of a nail salon...

11. Charming Charlie

... a store consisting of three thousand five hundred (3,500) or more contiguous square feet of rentable area whose primary use is the sale of fashion jewelry...

12. A health club or gymnasium within 200' of the "Panera Bread" space.

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