

UNOFFICIAL COPY

245

1500007F

SPECIAL WARRANTY DEED

THIS INSTRUMENT PREPARED
BY:

RJR WHEELING, LLC
1180 S. Beverly Drive
Suite 700
Los Angeles, CA 90034

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
and Mail Tax Statements to:

Jordan Uditsky
Gould & Ratner, LLP
222 North LaSalle Street, Suite 800
Chicago, IL 60601



Doc#: 1508542001 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/26/2015 08:23 AM Pg: 1 of 8

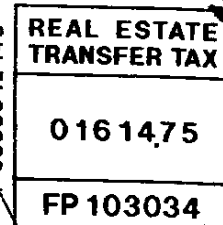
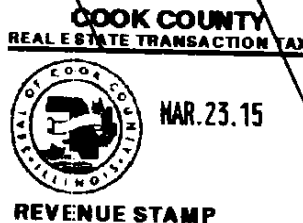
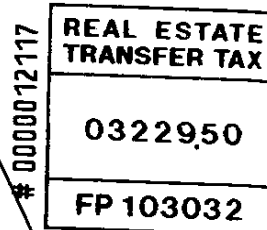
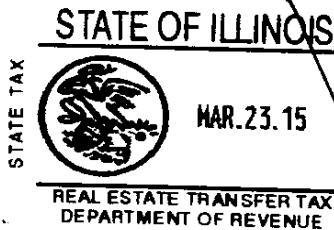
(Space above line for Recorder's Use Only)

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations received, RJR Wheeling, LLC, an Illinois limited liability company, with offices at 1180 S. Beverly Dr., Suite 700, Los Angeles, California, 90035 ("Grantor"), does hereby convey to Orchard/Belden, L.L.C., an Illinois limited liability company, with offices at c/o Realty & Mortgage Co., 928 W. Diversey Parkway, Chicago, Illinois, 60614 ("Grantee"), the following described real property (the "Property") situated in the Village of Wheeling, County of Cook, in the State of Illinois and all of Grantor's interest in any rights and privileges solely appurtenant thereto:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: the permitted exceptions set forth on EXHIBIT B attached hereto and by this reference made a part hereof.



00-333-00
S
SCX
INT

Return to Fidelity National Title
5 Harvard Circle, Ste. 110
West Palm Beach, FL 33409

UNOFFICIAL COPY

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on this 4th day of March, 2015.

Grantor:
RJR WHEELING, LLC, an Illinois limited liability company

By: [Signature]
Name: Robert Rivani
Title: Managing Member
Date: _____

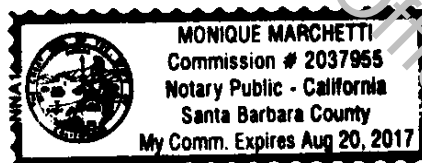
STATE OF CALIFORNIA
COUNTY OF Los Angeles

On the 4th day of March, 2015, before me, Notary Public, personally appeared Robert Rivani who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

Signature: [Signature]
Name printed or typed: Monique Marchetti



Mail future tax bills to:

Orchard/Belden, L.L.C.
c/o Realty & Mortgage Co.
928 W. Diversey Parkway
Chicago, IL 60614

UNOFFICIAL COPY

EXHIBIT A

TO

SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

Legal Description:**PARCEL 1 - FEE SIMPLE:**

LOT 3 IN PRAIRIE CROSSING SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 3 IN G. HECHINGER'S FARM, BEING A SUBDIVISION IN SECTIONS 1, 2 AND 3, TOWNSHIP 42 NORTH, RANGE 11 AND PART OF LOT 2 IN THE SUBDIVISION OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 AND PARTS OF SECTIONS 11 AND 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 17, 2005 AS DOCUMENT NO. 0522939034, IN COOK COUNTY, ILLINOIS.

PARCEL 2 - NON-EXCLUSIVE EASEMENT:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED AS OF AUGUST 26, 2005 AND RECORDED AUGUST 30, 2005 AS DOCUMENT 0524239046, FOR THE PURPOSE OF ROAD IMPROVEMENTS, PARKING, ACCESS, STORM WATER DISCHARGE AND DETENTION POND, UTILITIES, GENERAL CONSTRUCTION AND DEVELOPMENT AS SET FORTH IN SAID DOCUMENT, IN COOK COUNTY, ILLINOIS.

PARCEL 3 - NON-EXCLUSIVE EASEMENT: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AN ENCROACHMENT AND EASEMENT AGREEMENT DATED JANUARY 6, 2015 AND RECORDED FEBRUARY 11, 2015 AS DOCUMENT 1504247030, AS AMENDED AND RESTATED IN AMENDED AND RESTATED ENCROACHMENT AND EASEMENT AGREEMENT DATED FEBRUARY 26, 2015 AND RECORDED MARCH 3, 2015 AS DOCUMENT 1506247433, TO CONSTRUCT, INSTALL, USE, MAINTAIN, REPAIR AND REPLACE A DRIVE-THROUGH LANE ON, OVER, ACROSS, UNDER AND THROUGH THAT PART OF LOT 2 IN PRAIRIE CROSSING SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 1, 2 AND 3, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 68 DEGREES 21 MINUTES 09 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 68 DEGREES 21 MINUTES 09 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE OF LOT 2 A DISTANCE OF 129.54 FEET; THENCE NORTH 21 DEGREES 38 MINUTES 51 SECONDS WEST 9.00 FEET; THENCE NORTH 68 DEGREES 21 MINUTES 09 SECONDS EAST 129.54 FEET; THENCE SOUTH 21 DEGREES 38 MINUTES 51 SECONDS EAST 9.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN 0302200104

Address 701-209 Milwaukee Ave
Wheeling IL 60090

UNOFFICIAL COPY

EXHIBIT B
TO
SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

GENERAL EXCEPTIONS:

1. General taxes for the 2nd installment of the year 2014 and for the year 2015 and subsequent years, not yet due and payable.
2. Covenants, conditions and restrictions contained in Plat of Prairie Crossing Subdivision, recorded August 17, 2005 as Document No. 0522939034, in Cook County Recorder of Deeds, Illinois, relating to the items listed below which do not contain a reversionary or forfeiture clause.
 - a) Storm water management area, outlot A, shall be maintained pursuant to declaration recorded as a separate document.
 - b) All common areas shall be maintained pursuant to declaration recorded as a separate document.
 - c) For assignment of maintenance responsibility for common areas, water mains, sewers and detention basin, see declaration covenants and restrictions to be recorded under separate document.
 - d) Entrance signs shall be located on private property and should be in accordance with Title 21 sign code. Signs are to be maintained pursuant to declaration recorded as a separate document.
 - e) Notice and acknowledgment of airport operation to be recorded under separate document.
 - f) There shall be no direct access to Lake-Cook Road.
 - g) Parking shall be privately owned and maintained.
3. Easement for serving the Subdivision and other property in favor of Comcast Cable Communications, Inc., Commonwealth Edison and SEC Illinois, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the Plat of Prairie Crossing Subdivision, recorded August 17, 2005 as Document No. 0522939034 affecting the surface of the property labeled "Blanket Easement", the property designated in the Plat of Subdivision as "Common Elements", and the property designated on the Plat of Subdivision as "Common Area or Areas" and the property designated on the Plat for Streets and Alleys, whether public or private, as all contained in the Plat of Prairie Crossing Subdivision, recorded August 17, 2005 as Document No. 0522939034, both in Cook County Recorder of Deeds, Illinois.
4. Perpetual Blanket Easement for Overhead, Underground and Surface Public Utilities and Drainage in favor of Village of Wheeling, Commonwealth Edison Company, Comcast Cable Communications, Inc., Nicor Gas and SEC Illinois, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the Plat of Prairie

UNOFFICIAL COPY

Crossing Subdivision, recorded August 17, 2005 as Document No. 0522939034, in Cook County Recorder of Deeds, Illinois, affecting all of Lots, except where building structures will lie in Non-Easement Areas, 1, 2, 3, 4, 5, 6, 7 and 8; in all platted easement areas, streets and other public ways and places as shown on the Prairie Crossings Plat of Subdivision.

5. Easement in favor of Nicor Gas Company of Illinois, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the Plat of Prairie Crossing Subdivision, recorded August 17, 2005 as Document No. 0522939034, in Cook County Recorder of Deeds, Illinois, affecting all platted easement areas, streets, alleys, other public ways and places as shown on the Prairie Crossings Plat of Subdivision.

6. Non-Exclusive Blanket Easement for the purpose of providing ingress and egress to the owners of Lots 1 through 8, for the benefit of the Village of Wheeling and the entire property as set forth on the Plat of Prairie Crossing Subdivision, recorded August 17, 2005 as Document No. 0522939034, in Cook County Recorder of Deeds, Illinois, and the terms and provisions contained therein.

7. Easements for road improvements, parking, access, storm water discharge, utilities, general construction and development, entrance drives and entrance features together with the right of access to said equipment, and the provisions relating thereto contained in the Declaration of Easements, Covenants and Restrictions by and between Harp Midco Wheeling, LLC, an Illinois limited liability company and Midco Wheeling, LLC, an Illinois limited liability company, dated August 26, 2005 and recorded August 30, 2005 as Document No. Document No. 0524239046, in Cook County Recorder of Deeds, Illinois. Said Declaration contains, among other provisions, though is not limited to, provisions for easements, common area maintenance fees, restrictions and rights of prior approval for construction plans or purchasers.

8. Covenants and restrictions contained in the Declaration of Easements, Covenants and Restrictions by and between Harp Midco Wheeling, LLC, an Illinois limited liability company and Midco Wheeling, LLC, an Illinois limited liability company, dated August 26, 2005 and recorded August 30, 2005 as Document No. Document No. 0524239046, in Cook County Recorder of Deeds, Illinois, which do not contain a reversionary or forfeiture clause. Said Declaration contains, among other provisions, though is not limited to, provisions for easements, common area maintenance fees, restrictions, and rights of prior approval for construction plans or purchasers.

9. Resolution accepting a Plat of Easement made by and between the Village of Wheeling and Harp Midco Wheeling LLC, relating to the installation, construction and maintenance of a public sidewalk, recorded April 29, 2008 as Document 0812010161, in Cook County Recorder of Deeds, Illinois.

10. Redevelopment Agreement by and between the Village of Wheeling, an Illinois municipal corporation and HM Wheeling, Inc., an Illinois corporation, as disclosed by the First Amendment Redevelopment Agreement by and between Village of Wheeling, an Illinois municipal corporation and HM Wheeling, Inc., an Illinois corporation, dated December 10, 2007 and recorded November 4, 2009 as Document No. 0930839048, as further amended by Second Amendment Redevelopment Agreement by and between the Village of Wheeling, an Illinois municipal corporation and Wheeling Prairie LLC, Illinois limited liability company, recorded February 1, 2010 as Document No. 1003229053, and Third Amendment Redevelopment Agreement by and between the Village of Wheeling, an Illinois municipal corporation and Wheeling Prairie LLC, Illinois limited liability company, recorded February 1, 2010 as Document

UNOFFICIAL COPY

No. 1003229054, all in Cook County Recorder of Deeds, Illinois, and the terms and provisions contained therein.

11. A) Terms, provisions, and conditions relating to the Easement described as Parcel 2 contained in the instrument creating said easement.

B) Rights of the adjoining owner or owners to the concurrent use of said Easement.

12. Nothing contained herein should be construed as insuring the exact location or dimensions of the Easement described as Parcel 2 of Schedule "A".

13. Rights of Tenants, as Tenants only, under any and all unrecorded leases, as limited to the attached Rent Roll.

14. Terms, conditions and provisions contained in that certain Encroachment and Easement Agreement dated January 6, 2015 and recorded February 11, 2015 as Document 1504247030, as amended and restated in Amended and Restated Encroachment and Easement Agreement dated February 26, 2015, and recorded March 3, 2015 as Document 1506247433, all in Cook County Recorder of Deeds, Illinois, providing for the encroachment and easement for a drive thru lane over land north and adjoining.

15. Mortgage from Orchard/Beiden, L.L.C, an Illinois limited liability company in favor of Albany Bank and Trust Company, N.A, , encumbering the subject property, recorded as Document No. _____, in Cook County Recorder of Deeds, Illinois, in the original principal amount of \$2,600,000.00.

16. Assignment of Rents from Orchard/Beiden, L.L.C, an Illinois limited liability company in favor of Albany Bank and Trust Company, N.A, , encumbering the subject property, recorded as Document No. _____, in Cook County Recorder of Deeds, Illinois

Cook County Clerk's Office