# **UNOFFICIAL COPY**

This Instrument Prepared by: Jeff Richman, Esq. Bancroft, Richman & Goldberg, LLC 55 East Monroe Street Suite 3900 Chicago, Illinois 60603

After Recording Return to:

Dean Kalamatianos

2045 W. Grand Ave, Suite 203
Chicago, IL 60612



Doc# 1712918097 Fee \$48.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/09/2017 03:26 PM PG: 1 OF 6



4P1702877

Send Subsequent 7ax Bills to: Philip and Colette Lordbardo 60 East Monroe Unit 2003 Chicago, IL 60603

REAL ESTATE TRANSFER TAX			09-May-2017
		COUNTY:	399.00
	(300)	ILLINOIS:	798.00
		TOTAL:	1,197.00
17-15-101-026-1035		20170501648620 J	1-281-896-896

### SPECIAL WARRANTY DEED

This Special Warranty Deed is made as of the day of May, 2017, between MONROE/WABASH DEVELOPMENT, LLC, a Delaware limited liability company, ("Grantor"), whose address is 929 West Adams Street, Chicago, Illinois 60607, and Philip Lombardo and Colette Lombardo, husband and wife as joint tenants not as tenants in common ("Grantee"), whose address is 1909 Lafayette Ave. St. Lovis, MO 63104.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL AND CONVEY with special warranty covenants unto Grantee, and their successors and assigns, FOREVER, all of the following described real estate, situated in the County of Cook and State of Illinois:

#### SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Grantor also hereby grants to Grantee, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of the property set forth in the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Legacy at Millennium Park Condominium ("Declaration"), aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in the Declaration for the benefit of the remaining property described therein.

REAL ESTATE TRANSFER TAX		09-May-2017
	CHICAGO:	5,985.00
	CTA:	2,394.00
	TOTAL:	8,379.00 *
		1 2 242 222 222

17-15-101-026-1035 | 20170501648620 | 0-010-092-992

CCRD REVIEW P

Near North National Title 222 N. LaSalle Chicago, IL 60601

<sup>\*</sup> Total does not include any applicable penalty or interest due.

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This Special Warranty Deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in the Declaration the same as though the provisions of the Declaration were recited and stipulated at length herein.

**TOGETHER WITH** all hereditaments and appurtenances thereunto belonging, or in any way appertaining, and the reversion or reversions, remainder or remainders, buildings, improvements, fixtures affixed or attached to, or situated upon or acquired or used in connection therewith, 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 above described premises;

**TO HAVE AND TO HOLD** the said premises as above described, with the appurtenances, unto Grantee, forever.

And Grantor, for itself, and its successors, does covenant, promise and agree to and with Grantee, their successors and assigns, that Grantor 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 FOREVER DEFEND, the premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to the matters set forth on Exhibit B attached hereto and made a part hereof.

[remainder of page in entionally left blank]

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IN WITNESS WHEREOF, Grantor has signed these presents as of the day and year first above written.

### MONROE/WABASH DEVELOPMENT,

**LLC**, a Delaware limited liability company

By: WI Monroe/Wabash, LLC, an Illinois limited liability company, its manager

Name:

Title: Authorized

Signatory

O C C STATE OF ILLINOIS

COUNTY OF COOK

Does Walters, a Notary Public in and for the County and State aforesaid, do hereby certify that James M. Hanson, as an Authorized Signatory of WI Monroe/Wabash, LLC, an Illinois limited liability company, as manager of Monroe/Wabash Development, LLC a Delaware limited liability company, personally known to the to be the same person whose name is subscribed to the foregoing instrument on behalf of such company, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of such limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_\_day May, 2017.

Votary Public

My Commission Expires:

**DORIS WALTERS** STATE OF ILLINOIS COMMISSION EXPIRES FEBRUARY 15, 2020

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#### EXHIBIT A

#### **LEGAL DESCRIPTION**

#### Parcel 1:

Unit 2003 and Unit Parking Space 6-04 together with the exclusive right to use Storage Space S-B-509-1, a limited common element, in The Legacy at Millennium Park Condominium, as delineated on the plat of survey of part of the following described parcels of real estate:

Lots 6 and 7 in Block 1 in Fractional Section 15, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Which survey is attached as Exhibit A to the Declaration of Condominium Ownership and of Easements, Respicions, Covenants and By-Laws for The Legacy at Millennium Park Condominium dated September 22, 2009 and recorded September 25, 2009 as Document No. 0926818079, as amended from time to time, together with their undivided percentage interest in the common elements.

#### Parcel 2:

Non-exclusive easements appurtenant of and for the benefit of Parcel 1 as created by the Easement Agreement dated September 9, 2005 by any between The Art Institute of Chicago, an Illinois not-for-profit corporation and Monroe/Wabash Development, LLC, a Delaware limited liability company recorded September 9, 2005 as document number 0525232121 for ingress and egress through the Lobby Area as described therein and pursuant to the terms contained therein.

#### Parcel 3:

Non-exclusive easements appurtenant to and for the benefit of Parcel 1 as created by the Reciprocal Easement and Operating Agreement dated September 25, 2009 and recorded September 25, 2009 as Document No. 0926818077 by and between Monroe/Wabash Development, LLC, a Delaware limited liability company and Monroe/Vabash SAIC, LLC, a Delaware limited liability company (its successors, grantees and assigns) for support, common walls, ceilings and floors, equipment and utilities, ingress and egress, inciptenance and encroachments, over the land described therein.

Grantor also hereby grants to the grantee, its successors and assigns, as rights and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the declaration of condominium; and grantor reserves to itself, its successors and assigns, the rights and easements set forth in said declaration for the benefit of the remaining land described therein.

PINs: 17-15-101-026-1035 (Unit 2003), 17-15-101-026-1278 (Unit Parking Space 6-04),

Commonly known as: 60 East Monroe Street, Unit 2003, Chicago, Illinois 60603

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#### EXHIBIT B

#### PERMITTED ENCUMBRANCES

(1) General real estate taxes and assessments not due and payable at the time of closing; (2) the Illinois Condominium Property Act; (3) the Plat of Condominium and the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Legacy at Millennium Park Condominium dated September 25, 2009 and recorded September 25, 2009 as Document No. 0926818079 (including all other amendments and exhibits thereto, the "Condominium Declaration"); (4) applicable zoning and building laws and ordinances and other ordinances of second; (5) encroachments, if any, which do not materially affect the use of the Unit herein referenced (the "Purchased Unit") as a residence; (6) leases and licenses affecting the Common Elements of the Condominium within which the Purchased Unit is located; (7) easements, agreements, conditions, covenants, and restrictions of record, which do not materially affect the use of the Purchased Unit as a residence; (8) rights of the public, the City of Chicago and State of Illinois in and to that part of the land taken and used for alleys, roads and highways, if any; (9) acts done or suffered by Grantee or anyone claiming by, through or under Grantee; (10) Reciprocal Easemera and Operating Agreement dated September 25, 2009 and recorded September 25, 2009 as Document No. 0926818077 made by and between Monroe/Wabash Development, LLC and Monroe/Wabash SAIC, LLC (its successors, grantees and assigns), as the same may be amended from time to time; (11) Easement Agreement dated as of September 9, 2005 entered into by Monrof/Wilbash Development, LLC and The Art Institute of Chicago and recorded in the Office of the Cook County Recorder of Deeds on September 9, 2005 as Document No. 0525232121 (as the same may be amended from time to time); (12) Agreement of Restrictive Covenants dated as of October 20, 2005 with Gage Fee LLC and recorded in the Office of the Cook County Recorder of Deeds on October 21, 2005 as Document No. 0529434052 and rerecorded on October 26, 2005 as Doci ment No. 0529919140 (as the same may be amended from time to time); (13) Skybridge and University Club Facility Easement Agreement entered into by Monroe/Wabash Development, LLC, University Club of Chicago and University Club Professional Building LLC, recorded with the Office of the Cook County Recorder of Deeds on May 19, 2006 as Document No. 0613922072 as amended by First Amendment to Skybridge and university Club Facility Easement Agreement executed by Monroe/Wabash Development, LLC, Monroe/Wabash U-Club LLC, University Civb of Chicago and University Club Professional Building LLC (their successors, grantees and (ssigns) dated September 25, 2009 and recorded September 25, 2009 as Document No. 0926818078 (as the same may be amended from time to time); (14) Memorandum relating to Chilled Water Service Agreement dated as of January 3, 2006 and recorded June 14, 2006 as Document No. 0616510159 made by MDE Thermal Technologies, Inc. and Monroe/Wabash Development, LLC; (15) Party wall agreement recorded March 3, 1967 as Document No. 20076621; (16) Agreement dated January 2, 1874 and recorded July 9, 1875 as Document No. 38180 made between Edward H. Hadduck and Laurin P. Hilliard for a Party Wall between the land and Lot 7 in Block 1 aforesaid as supplemented by instrument recorded November 30, 1878 as Document No. 203025 between J. Van Inwagen and E. H. Hadduck; (17) Development Rights Allocation Agreement dated September 8, 2005 by and between The Art Institute of Chicago and Monroe/Wabash Development, LLC recorded September 9, 2005 as Document No. 0525232119; (18)

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Memorandum of Understanding dated September 9, 2005 by and between The Art Institute of Chicago and Monroe/Wabash Development, LLC recorded September 9, 2005 as Document No 0525232120; (19) Landmark Designation Ordinance adopted by the City of Chicago designating the "Jewelers Row District" as a Chicago Landmark recorded October 14, 2003 as Document No. 0328732025, and all recorded notices relating thereto; (20) Agreement of Restrictive Covenants made and entered into April 30, 2006 and recorded May 19, 2006 as Document No. 0613922071 by and among University Club of Chicago, University Club Professional Building LLC and Monroe/Wabash Development, LLC; (21) Terms of Special Service Area No. 12 as disclosed by ordinance recorded as Document No. 91075841, and such additional taxes under the terms of said ordinance and subsequent related ordinances; (22) rights of adjoining owners, their licensees and invitees in and to the alley along the East 9 feet of the land hereinabove described for ingress and egress, utility cervices, municipal access, emergency vehicles, trash removal and similar uses; and S, matte, Berry Or Cook Colling Clerk's Office (23) liens and other matters of title over which Near North National Title Corporation has insured at Grantor's experse