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Doc# 1831117015 Fee \$64.00

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

AFFIDAVIT FEE: \$2.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/07/2018 11:34 AM PG: 1 OF 14

Property Address:

NORTH-SOUTH ALLEY
ADJACENT TO 160 N. HALSTED
CHICAGO IL 60661

TRUSTEE'S DEED

(Individual)

This Indenture, made this 1st day of November 2018, between Parkway Bank and Trust Company an Illinois Banking Corporation, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said corporation in pursuance of a trust agreement dated July 15, 1999 and known as Trust Number 12327 as party of the first part, and W-SF GOLDFINGER OWNER VIII, L.L.C. a Delaware Limited Liability Company, 917 W. Washington Boulevard, #308, Chicago, IL 60607 as party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, does hereby grant convey and quit claim unto the said party of the second part all interest in the following described real estate situated in Cook County, Illinois, to wit:

See Attached Exhibit A for Grantor's Reversionary Interest and Legal Description and PIN

Together with the tenements and appurtenances thereunto belonging.

This deed is executed pursuant to the power granted by the terms of the deed(s) in trust and the trust agreement and is subject to liens, notices, and encumbrances of record and additional conditions, if any on the reverse side.

DATED: 1st day of November, 2018.

Parkway Bank and Trust Company as Trustee


under Trust Number 12327

By


Jo Ann Kubinski

A.V.P. & Trust Officer

Attest:


Patricia L. Martinez

A.V.P. & Assistant Trust Officer

CCRD REVIEWER

Customer's page 1/3



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REAL ESTATE TRANSFER TAX

07-Nov-2018



COUNTY:	0.00
ILLINOIS:	0.00
TOTAL:	0.00

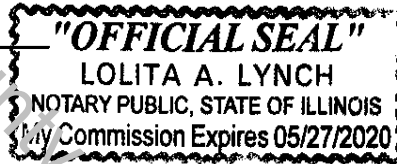
17-08-434-016-0000 | 20181101628718 | 0-129-498-272

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, A Notary Public in an for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jo Ann Kubinski, Assistant Vice President & Trust Officer and Patricia L. Martinez, Assistant Vice President & Assistant Trust Officer personally known to me to be the same persons whose names are subscribed to the foregoing instruments in the capacities shown, appeared before me this day in person, and acknowledged signing, sealing and delivering the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notary seal, this 1st day of November 2018.

Notary Public



Address of Property
 NORTH-SOUTH ALLEY ADJACENT
 TO 160 N. HALSTED
 CHICAGO IL 60661

EXEMPT Para. 2
 35 ILCS 200/31-45

MAIL RECORDED DEED TO:
 W-SF GOLDFINGER OWNER VIII, L.L.C.
 917 W. WASHINGTON BOULEVARD, #308
 CHICAGO, IL 60607

This instrument was prepared by: Jo Ann Kubinski
 Parkway Bank & Trust Company, 4800 N. Harlem Ave., Harwood Heights, IL 60706

REAL ESTATE TRANSFER TAX

07-Nov-2018



CHICAGO:	0.00
CTA:	0.00
TOTAL:	0.00 *

17-08-434-016-0000 | 20181101628718 | 1-455-833-760

* Total does not include any applicable penalty or interest due.

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STATEMENT BY GRANTOR AND GRANTEE

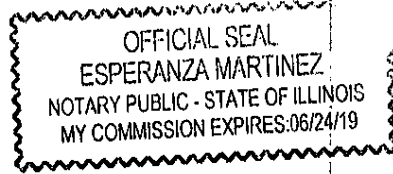
The grantor or his or her agent affirms that, to the best of his or her knowledge, the name of the grantor shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: November 20, 2018

Signature: _____

Grantor or Agent

Subscribed and sworn to before me this 2nd day of November, 2018



Notary Public _____

The grantee or his or her agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

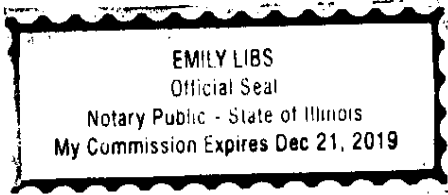
qqqqq

Dated: November 7, 2018

Signature: _____

Grantee or Agent

Subscribed and sworn to before me this 7 day of November, 2018



Notary Public _____

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.

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EXHIBIT "A"

all Grantor's reversionary interest in and to the following legally described real estate (the "Property"):

THAT PART OF THE NORTH-SOUTH 12 FOOT PUBLIC ALLEY LYING WEST OF THE WEST LINE OF LOT 19 IN SUBDIVISION OF LOTS 6 TO 13 IN BLOCK 36 IN CARPENTER'S ADDITION TO CHICAGO IN THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address and PINs:

That part of the north-south alley located adjacent to 160 North Halsted, Chicago, Illinois abutting PIN: 17-08-434-016

Grantor's conveyance and quit claim to Grantee herein is conditioned upon and subject to (1) successful vacation of the alley by Grantee and (2) Grantee's reservation, for the benefit of Grantor, of an easement over the Property legally described herein, pursuant to the terms of the Access Easement Agreement attached hereto.

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Exhibit A

This instrument prepared by and after recording return to:

DLA Piper LLP (US)
444 W. Lake Street, Suite 900
Chicago, Illinois 60606
Attn: Katie Jahnke Dale

This space reserved for Recorder's use only.

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "**Agreement**") is made as of this ____ day of _____, 2018 (the "**Effective Date**") by W-SF GOLDFINGER OWNER VIII, L.L.C., a Delaware limited liability company (the "**Grantor**") and PARKWAY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1999 AND KNOWN AS TRUST NO. 12327, an Illinois trust ("**Grantee**") (together with Grantor, each individually referred to as a "**Party**" and collectively referred to as the "**Parties**");

RECITALS:

A. Grantee holds legal title to that parcel of real property located in Chicago, Illinois as more particularly described herein and legally described on **Exhibit A** attached hereto and made a part hereof (such parcel being herein sometimes called the "**Grantee Property**").

B. Grantor holds legal title to various parcels of real property adjacent to the Grantee Property (such parcels being herein sometimes collectively called the "**Grantor Property**").

C. The Grantor Property will be improved with a multi-story commercial development. In improving the Grantor Property, Grantor has secured City of Chicago approval of the vacation of the north-south public alley which runs through the Grantor Property and adjacent to the west of the Grantee Property (the "**Transaction**").

D. In connection with the Transaction, Grantee agreed to consent to and cooperate with Grantor in the completion of the Transaction.

E. Grantee is willing to grant, and Grantor desires to receive, Grantee's irrevocable consent to the Transaction vacating the public alley adjacent to the Grantee Property.

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F. Grantor is willing to grant, and Grantee desires to receive certain access easements over that certain portion of the vacated alley ("Access Easement Area") legally described on Exhibit B for the uses and purposes and upon the terms and conditions herein contained. It is further provided that no use shall be made of the area herein vacated which would interfere with the operations and use of the Grantee Property, without express written release by Grantee.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, as of the Effective Date of this Agreement, the parties, intending to be legally bound, consent and agree to the conditions, restrictions and easements created and granted by this Agreement, as follows:

1. Incorporation of Recitals. All of the foregoing recitals are incorporated herein by this reference with the same force and effect as though stated in Section 1.

2. Grant of Non-Exclusive Access Easement. Grantor hereby creates and grants a perpetual, unobstructed, non-exclusive easement (the "Non-Exclusive Access Easement") for the benefit of the Grantee Property, their successors or assigns, over, upon and across the area legally described in Exhibit C ("Non-Exclusive Access Easement Area"), for the purpose of ingress and egress to and from the Grantee Property at all times for the Grantee, its tenants or servicers, as necessary to facilitate the operations and use of the Grantee Property, including Grantee's right to load and unload refuse from the improvements located on the Grantee Property and for any and all maintenance and access purposes necessary to serve the Grantee Property..

3. Grant of Exclusive Access Easement. Grantor hereby creates and grants a perpetual, unobstructed, exclusive easement (the "Exclusive Access Easement") for the benefit of the Grantee Property, their successors or assigns, over, upon and across the area legally described in Exhibit D ("Exclusive Access Easement Area") for the purpose of ingress and egress to and from the Grantee Property at all times for the Grantee, its tenants or servicers, as necessary to facilitate the operations and use of the Grantee Property, including Grantee's right to store, load and unload refuse from the improvements located on the Grantee Property, parking and for any and all maintenance and access purposes necessary to serve the Grantee Property. Grantor shall remove the utility pole that currently encumbers the Exclusive Access Easement. The Non-Exclusive Access Easement Area and the Exclusive Access Easement Area are shown on Exhibit E, attached hereto.

4. Maintenance of the Access Easement Area. Grantor will be responsible, at Grantor's sole cost and expense, for maintenance, repairs, replacement, and paving of the Access Easement Area in a first class condition and in compliance with all applicable law. Grantor shall be responsible for all snow removal, debris removal, and similar care required in the Access Easement Area.

5. Grant of Irrevocable Consent to Transaction. Grantee hereby gives an irrevocable consent to Grantor in support of the Transaction seeking to vacate the alley adjacent to Grantee's parcel. Grantee agrees to cooperate with Grantor, to the extent necessary, to complete the Transaction.

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Exhibit A

6. Insurance. Grantee, at its sole cost and expense, shall purchase and keep in full force and effect during the term hereof commercial general public liability insurance. Grantee shall promptly deposit with Grantor certificates evidencing the foregoing coverages. All such insurance shall name Grantor as an additional insured.

7. Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed delivered when received or when delivery has been refused (evidenced in either case by return receipt or similar documentary advice from a recognized private overnight courier company), when sent by a recognized private overnight courier company or by United States registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Grantor:	W-SF Goldfinger Owner VIII, L.L.C. 917 W. Washington Boulevard #308 Chicago, Illinois 60607
With copies to:	DLA Piper LLP (US) Attn: Katie Jahnke Dale 444 W. Lake Street, Suite 900 Chicago, IL 60606
If to Grantee:	Parkway Bank and Trust Company as Trustee Under Trust Agreement dated July 15, 1999 and known as Trust No. 12327 160 N. Halsted Chicago, IL 60661
With copies to:	Neal and Leroy, LLC Attn: Langdon D. Neal 20 South Clark Street, Suite 2050 Chicago, IL 60603

Or such other address as either party or their successors may from time to time specify in writing to the other in the manner aforesaid.

8. Successors and Assigns. This Agreement, the Non-Exclusive Access Easement and the Exclusive Access Easement shall run with the land and shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, heirs, administrators and assigns.

9. Amendments. This Agreement may be amended or modified only by a written instrument executed by the Parties and/or their respective successors and assigns.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

11. Headings. The headings of Sections in this Agreement are for convenience of reference only and shall not in any way limit or define the content, substance or effect of the Articles or Sections.

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Exhibit A

12. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

13. Severability. If any provision of this Agreement or its application to any person or circumstance shall be invalid or unenforceable to any extent the remainder of this Agreement and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected thereby and shall be enforced to the furthest extent permitted by law; provided that the invalidity of such provision does not materially adversely affect the benefits accruing to any Party hereunder.

14. No Third Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of the owner of the Grantee Property, and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signature of the Parties hereto on this Agreement may be executed and notarized on separate pages and, when attached to this Agreement, shall constitute one complete document.

[SIGNATURE PAGE FOLLOWS]

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Exhibit A

EXHIBIT A

LEGAL DESCRIPTION OF THE GRANTEE PROPERTY

LOT 19 IN SUBDIVISION OF LOTS 6 TO 13 IN BLOCK 36 IN CARPENTER'S ADDITION TO CHICAGO IN THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT B

LEGAL DESCRIPTION OF THE ACCESS EASEMENT AREA

THAT PART OF THE NORTH-SOUTH 12 FOOT PUBLIC ALLEY LYING WEST OF THE WEST LINE OF LOT 19 IN SUBDIVISION OF LOTS 6 TO 13 IN BLOCK 36 IN CARPENTER'S ADDITION TO CHICAGO IN THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT C

LEGAL DESCRIPTION OF THE NON-EXCLUSIVE ACCESS EASEMENT AREA

THE WEST 6 FEET OF THE NORTH-SOUTH 12 FOOT PUBLIC ALLEY LYING EAST OF THE EAST LINE OF LOT 13, AND SOUTH OF THE NORTH LINE OF LOT 13 IN SUBDIVISION OF LOTS 6 TO 13 IN BLOCK 36 IN CARPENTER'S ADDITION TO CHICAGO IN THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT D

LEGAL DESCRIPTION OF THE EXCLUSIVE ACCESS EASEMENT AREA

THE EAST 6 FEET OF THE NORTH-SOUTH 12 FOOT PUBLIC ALLEY LYING WEST OF THE WEST LINE OF LOT 19, AND SOUTH OF THE NORTH LINE OF LOT 19 IN SUBDIVISION OF LOTS 6 TO 13 IN BLOCK 36 IN CARPENTER'S ADDITION TO CHICAGO IN THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.