



Doc# 2223610080 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/24/2022 02:50 PM PG: 1 OF 14

This instrument was prepared by:  
Simone Randolph  
Thompson Hine LLP  
20 North Clark Street, Suite 800  
Chicago, Illinois 60602-4101

Name and Address of Taxpayer:  
LBX Mount Prospect TH LLC  
11054 Ventura Boulevard, #173  
Studio City, California 91604

The above space for Recorder's use only

**SPECIAL WARRANTY DEED**

RPT REALTY, L.P., a Delaware limited partnership, whose address is 19 W. 44<sup>th</sup> Street, Suite 1002, New York, New York 10036 ("Grantor"), formerly known as Ramco-Gershenson Properties, L.P., a Delaware limited partnership, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by LBX MOUNT PROSPECT TH LLC, a Delaware limited liability company, whose address is 11054 Ventura Boulevard, #173, Studio City, California 91604 ("Grantee"), receipt whereof is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL, REMISE, RELEASE AND CONVEY unto Grantee, and to its heirs and assigns, FOREVER, the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

See Exhibit A attached hereto and made a part hereof.

Together with all of Grantor's right, title and interest in the improvements, hereditaments, easements and appurtenances thereunto belonging, or in any way 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, either in law or equity, of, in and to the above described premises, with the improvements, hereditaments, easements and appurtenances (collectively, the "Property"): TO HAVE AND TO HOLD the Property, unto Grantee, its heirs and assigns forever.

And Grantor, for itself and its successors, does covenant, promise and agree, to and with Grantee, its heirs and assigns, 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, and WILL WARRANT AND DEFEND against all persons lawfully claiming or to claim the same, by through or under it, subject to the following: (i) real estate taxes and assessments, both general and special, not yet due and payable, (ii) those matters described in Exhibit B attached hereto and those items shown on the subdivision plat of the Property, (iii) zoning and building ordinances, (iv) those restrictions set forth in that certain Memorandum of Lease dated as of February 7, 2012 and recorded at Document # 1206919033 with the Cook County Recorder of Deeds, as described in

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Exhibit C attached hereto (the "Ross Restrictions") and (v) the rights of tenants in possession as tenants only. Grantor makes no other warranties or covenants.

*[Signature on following page]*

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the  
27<sup>th</sup> day of July, 2022, made effective as of August 10, 2022.

## GRANTOR

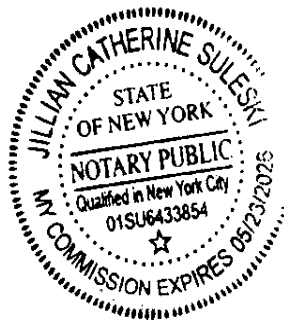
**RPT REALTY, L.P.**,  
a Delaware limited partnership

By: RPT Realty, a Maryland real estate  
investment trust, its general partner

By: [Signature]  
Brian Harper, President & CEO

STATE OF NEW YORK            )  
  ) SS:  
COUNTY OF NEW YORK        )

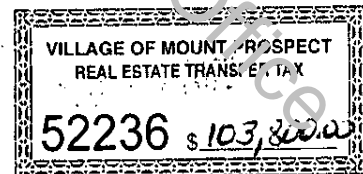
This instrument was acknowledged before me on July 27, 2022, by Brian Harper, as President & CEO of RPT Realty, a Maryland real estate investment trust, the general partner of RPT Realty, L.P., a Delaware limited partnership, on behalf of the limited partnership.



[Signature]  
Notary Public

(Notarial Seal)

My commission expires: 5/23/2026



Once recorded, return to:  
First American Title Insurance Company  
Skylight Office Tower  
1660 West Second Street, Suite 650  
Cleveland, Ohio 44113  
Attn: Ms. Rebecca S. Groetsch

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

#### PARCEL 1:

LOT 1 (EXCEPTING THEREFROM THOSE PARTS THEREOF TAKEN FOR THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS BY CONDEMNATION REGISTERED AS DOCUMENT NUMBER LR3201616, AND ALSO EXCEPTING THEREFROM THAT PART THEREOF TAKEN FOR CENTENNIAL SUBDIVISION BY PLAT REGISTERED AS DOCUMENT NUMBER LR3202476) IN PLAZA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 16, 1979 AS DOCUMENT NUMBER LR3104778;

ALSO EXCEPTING THEREFROM THAT PART OF LOT 1 IN PLAZA SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 29 DEGREES 46 MINUTES 10 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, BEING ALSO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF RAND ROAD-AS DEDICATED BY DOCUMENT NUMBER LR3104778, A DISTANCE OF 296.41 (RECORD 297.66) FEET TO A POINT OF CURVATURE; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE ON A TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,072.46 FEET, FOR AN ARC DISTANCE OF 730 FEET; THENCE NORTH 20 DEGREES 56 MINUTES 31 SECONDS EAST, 615.26 FEET TO THE SOUTHWEST CORNER OF CENTENNIAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF REGISTERED FEBRUARY 11, 1981 AS DOCUMENT NUMBER LR3202476; THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF CENTENNIAL SUBDIVISION AFORESAID, 234.66 FEET TO A POINT ON THE NORTH LINE OF SAID LOT IN PLAZA SUBDIVISION; THENCE NORTH 89 DEGREES 39 MINUTES 13 SECONDS WEST ALONG SAID NORTH LINE, 832.35 (RECORD 832.55) FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM:

PART OF LOT 1, PLAZA SUBDIVISION, IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11 EAST, EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF MOUNT PROSPECT, COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF WEST GATE ROAD AND THE NORTH LINE OF EAST CENTRAL ROAD, THENCE ALONG SAID WEST LINE, NORTH 617.80 FEET TO THE POINT OF BEGINNING; THENCE N 89 DEGREES 58

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MINUTES 31 SECONDS WEST, 294.97 FEET; THENCE NORTH 26 DEGREES 41 MINUTES 42 SECONDS EAST, 135.60 FEET; THENCE NORTH 63 DEGREES 15 MINUTES 52 SECONDS WEST, 389.30 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 21 SECONDS EAST, 250.91 FEET TO THE SOUTH LINE OF CENTENNIAL DRIVE; THENCE ALONG SAID SOUTH LINE THE FOLLOWING FOUR COURSES AND DISTANCES: 1) NORTH 89 DEGREES 39 MINUTES 43 SECONDS EAST, 416.97 FEET TO A POINT OF CURVATURE; 2) 16.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 14 MINUTES 20 SECONDS, AND A CHORD THAT BEARS SOUTH 78 DEGREES 43 MINUTES 34 SECONDS EAST, 16.11 FEET; 3) SOUTH 67 DEGREES 05 MINUTES 57 SECONDS EAST, 135.16 FEET; AND 4) S 89 DEGREES 26 MINUTES 43 SECONDS EAST, 24.37 FEET TO THE WEST LINE OF WEST GATE ROAD; THENCE ALONG SAID WEST LINE, SOUTH 493.79 FEET TO THE POINT OF BEGINNING.

PARCEL 1 ABOVE ALSO MORE PARTICULARLY DESCRIBED, BY METES AND BOUNDS, AS FOLLOWS:

PART OF LOT 1, PLAZA SUBDIVISION, IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF MOUNT PROSPECT, COOK COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF WEST GATE ROAD AND EAST CENTRAL ROAD; THENCE NORTH 89 DEGREES 37 MINUTES 28 SECONDS WEST, 813.32 FEET; THENCE NORTH 56 DEGREES 54 MINUTES 28 SECONDS WEST, 419.41 FEET; THENCE NORTH 33 DEGREES 05 MINUTES 32 SECONDS EAST, 35.00 FEET; THENCE NORTH 56 DEGREES 54 MINUTES 28 SECONDS WEST, 120.0 FEET; THENCE SOUTH 33 DEGREES 05 MINUTES 32 SECONDS WEST, 35.00 FEET; THENCE NORTH 56 DEGREES 54 MINUTES 28 SECONDS WEST, 38.52 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,072.46 FEET AND ALONG A CHORD SUBTENDED BEARING OF NORTH 53 DEGREES 26 MINUTES 08 SECONDS WEST, 252.15 FEET; THENCE NORTH 20 DEGREES 57 MINUTES 12 SECONDS EAST, 615.30 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 28 SECONDS EAST, 698.30 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 21 SECONDS EAST, 123.99 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 43 SECONDS EAST, 416.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET AND A LONG CHORD SUBTENDED BEARING OF SOUTH 78 DEGREES 43 MINUTES 34 SECONDS EAST, 16.11 FEET; THENCE SOUTH 67 DEGREES 05 MINUTES 57 SECONDS EAST, 235.16 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 43 SECONDS EAST, 24.37 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1,111.59 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

PART OF LOT 1, PLAZA SUBDIVISION, IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11 EAST, EAST OF THE THIRD PRINCIPAL

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MERIDIAN, CITY OF MOUNT PROSPECT, COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF WEST GATE ROAD AND THE NORTH LINE OF EAST CENTRAL ROAD, THENCE ALONG SAID WEST LINE, NORTH 617.80 FEET TO THE POINT OF BEGINNING; THENCE N 89 DEGREES 58 MINUTES 31 SECONDS WEST, 294.97 FEET; THENCE NORTH 26 DEGREES 41 MINUTES 42 SECONDS EAST, 135.60 FEET; THENCE NORTH 63 DEGREES 15 MINUTES 52 SECONDS WEST, 389.30 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 21 SECONDS EAST, 250.91 FEET TO THE SOUTH LINE OF CENTENNIAL DRIVE; THENCE ALONG SAID SOUTH LINE THE FOLLOWING FOUR COURSES AND DISTANCES: 1) NORTH 89 DEGREES 39 MINUTES 43 SECONDS EAST, 416.97 FEET TO A POINT OF CURVATURE; 2) 16.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 14 MINUTES 20 SECONDS, AND A CHORD THAT BEARS SOUTH 78 DEGREES 43 MINUTES 34 SECONDS EAST, 16.11 FEET; 3) SOUTH 67 DEGREES 05 MINUTES 57 SECONDS EAST, 135.16 FEET; AND 4) S 89 DEGREES 26 MINUTES 43 SECONDS EAST, 24.37 FEET TO THE WEST LINE OF WEST GATE ROAD; THENCE ALONG SAID WEST LINE, SOUTH 493.79 FEET TO THE POINT OF BEGINNING.



FURTHER EXCEPTING THEREFROM THAT PORTION DEEDED TO THE VILLAGE OF MOUNT PROSPECT, A MUNICIPAL CORPORATION FOR PUBLIC ROAD PURPOSES BY WARRANTY DEED RECORDED MAY 26, 2022 AS DOCUMENT NO. 2214619024.

Permanent Real Estate Index Number(s):

03-35-301-055-0000  
 03-35-301-056-0000  
 03-35-301-058-0000  
 03-35-302-014-0000  
 03-35-302-015-0000

Address of real estate:

940-1100 East Rand Road, Mount Prospect, Illinois 60056

REAL ESTATE TRANSFER TAX		19-Aug-2022
		COUNTY: 17,300.00
		ILLINOIS: 34,600.00
		TOTAL: 51,900.00
03-35-301-055-0000		20220801601662   1-341-616-720

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## EXHIBIT B

### PERMITTED EXCEPTIONS

1. Terms, provisions and conditions contained in Lease by and between Mount Prospect Plaza Owner, LLC, Lessor, and JPMorgan Chase Bank, N.A., Lessee, dated October 27, 2010 as disclosed by a Memorandum of Lease recorded April 15, 2011 as document 1110529024, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
2. Terms, provisions and conditions contained in Lease by and between Mount Prospect Plaza Owner, LLC, Lessor, and Ross Dress for Less, Inc., Lessee, as disclosed by a Memorandum of Lease recorded March 9, 2012 as document 1206919033, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
3. Terms, provisions, restrictions and conditions contained in Lease by and between Mt. Prospect Plaza Owner, LLC, Lessor, and Fitness International, LLC, Lessee, dated July 25, 2012 as disclosed by a Memorandum of Lease recorded October 22, 2012 as document 1229619013, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
4. Terms, provisions, conditions, easements and restrictions contained in Lease by and between Mount Prospect Plaza Owner, LLC, Lessor, and Aldi Inc., Lessee, dated August 22, 2012 as disclosed by a Memorandum of Lease recorded March 28, 2013 as document 1308719004, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
5. Lease made by Cermak Plaza, Inc., Mt. Prospect Plaza Division, Lessor, to Marshall's of Mt. Prospect, Inc., Lessee, for a term of years, and the covenants and conditions as therein contained and of all persons claiming thereunder, including judgement creditors, as disclosed by memorandum dated November 30, 1976, and filed April 1, 1977 as document LR2929296.
6. Ground Lease made between Cermak Plaza, Inc., Mt. Prospect Plaza Division, Lessor, and St. Paul Federal Savings and Loan Association, Lessee, dated October 27, 1975, and filed March 5, 1980 as document LR3148567, demising the land for a term of years, together with provisions contained therein and of all persons claiming thereunder, including judgement creditors.  
  
Lease Modification Agreement dated March 6, 1979 and filed March 5, 1980 as document LR3148568.
7. Sublease Lease made by Maisel & Associates of Michigan, Lessor, to K Mart Corporation, Lessee, for a term of years, and the covenants and conditions as therein

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contained and of all persons claiming thereunder, including judgement creditors, as disclosed by memorandum dated June 15, 1978, and filed December 3, 1980 as document LR3191752.

First Amendment to Sublease dated April 9, 1980.

Second Amendment to Sublease dated May 22, 1980.

Third Amendment to Sublease dated March 25, 1981.

Fourth Amendment to Sublease dated April 3, 1985 and filed December 26, 1985 as document LR3486210.

Assignment of Lease from K Mart Corporation to Walgreen Co., dated April 3, 1985 and filed December 26, 1985 as document LR3486211.

Assignment and Assumption Agreement Relating to Sublease made by and between Maisel & Associates of Michigan limited partnership ("Assignor") and Mount Prospect Plaza limited partnership ("Assignee") filed November 2, 1987 as document LR3664122 and recorded November 2, 1987 as document 87590509.

Fifth Amendment to Sublease dated August 31, 1987 and filed January 19, 1988 as document LR3681903.

8. Terms, provisions and conditions of the Agreement made by and between Mount Prospect Plaza Limited Partnership and Walgreen Co., dated July 21, 1988 and filed November 21, 1988 as document LR3754847.
9. Terms and provisions of Hold Harmless Agreement executed by Mount Prospect Plaza Limited Partnership in favor of the Village of Mount Prospect dated March 9, 1993 and recorded April 13, 1993 as document 93269218.
10. Information and disclosures contained in Environmental Disclosure Document for Transfer of Real Property recorded February 1, 1996 as document 96086396.
11. The fact, as disclosed by that certain document or documents recorded February 1, 1996 as document 96086396 of Official Records, that some violation of environmental protection laws may have occurred which may affect the Property.
12. Easement in favor of Public Service Company of Northern Illinois, its successors and assigns, for the purpose of laying, maintaining and operating an 18 inch gas main and appurtenances filed April 4, 1946 as document LR1092376.
13. Easement in favor of Public Service Company of Northern Illinois, its successors and assigns, for the purpose of laying, maintaining and operating gas utility equipment filed June 4, 1947 as document LR1152244.



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14. Fifteen foot easement in favor of Commonwealth Edison Company and Illinois Bell Telephone Company, and/or their successors in interest, for pole lines, conduits and maintenance purposes granted by document LR1952274, filed on November 16, 1960, and the terms and conditions thereof, also shown on the plat of subdivision filed July 16, 1979 as document LR3104778.
15. Grant of Easement in favor of the Village of Mount Prospect, 10 foot wide, for water lines and fire hydrants as shown on the plat attached to the instrument recorded July 9, 1962 as document 18526539.
16. Easement in favor of Illinois Bell Telephone Company and Commonwealth Edison Company for the purpose of installation, maintenance, relocation, etc., of telephone and electrical utility equipment dated October 1, 1964 recorded December 23, 1964 as document 19340603.
17. Grant of Easement in favor of the Village of Mount Prospect, 10 foot wide, for the right, privilege and easement to construct and maintain underground water mains as shown on the plat attached to the instrument recorded February 19, 1969 as document 20761400.
18. Easement in favor of the Commonwealth Edison Company, the Illinois Bell Telephone Company and Northern Illinois Gas Company, Village of Mount Prospect for the purpose of maintenance of electric, telephone and gas systems appurtenances, maintenance of water mains etc., as shown on the plat filed July 16, 1979 as document LR3104778 as amended by Easement Agreement executed by Cermak Plaza, Inc., Village of Mount Prospect and Maisel and Associates of Michigan, filed August 19, 1980 as document LR3173793 for the purpose of constructing, maintaining, replacing and renewing water main etc., said agreement vacated certain limited portions of easement areas granted in the Plat of Plaza Subdivision to the Village of Mount Prospect and granted compensating easement areas.
19. Easement in favor of Commonwealth Edison Company and Illinois Bell Telephone Company for underground transmission and distribution of electricity, sounds and signals and incidental purposes recorded September 14, 1987 as document 87502336 and filed January 11, 1988 as document LR3680217.
20. Ten foot easement in favor of the Commonwealth Edison Company and the Illinois Bell Telephone Company for underground transmission and distribution of electricity, sounds and signals, and incidental purposes filed March 2, 1988 as document LR3691163.
21. Ten foot easement in favor of the Commonwealth Edison Company and the Illinois Bell Telephone Company for underground transmission and distribution of electricity, sounds and signals, and incidental purposes filed September 19, 1988 as document LR3740125.
22. Ten foot easement in favor of Northern Illinois Gas Company for the installation, relocation, renewal and removal of gas mains and appurtenances dated June 10, 1988 and recorded September 30, 1988 as document 88450089.

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23. Twenty foot easement in favor of the Village of Mount Prospect for water service, valves and hydrants affecting the Property and other property as shown on the Plat of Easements recorded May 11, 1989 as document 89214371.
24. Easements, covenants, conditions, and restrictions contained in Easements With Covenants, Conditions and Restrictions Affecting Land dated September 28, 1990 and recorded September 28, 1990 as document 90474272 for parking, access, ingress, and egress, etc., and the further provisions contained therein.  
  
First Amendment to Easements with Covenants, Conditions and Restrictions Affecting Land recorded February 24, 2009 as Document No. 0905556000, and the terms and conditions herein contained.  
  
Easement Holder's Partial Release, Subordination to Permanent Easement and Consent to Temporary Construction Easement recorded May 26, 2022 as Document No. 2214619027, and the terms and conditions therein contained.
25. Easements for water main and sanitary sewer and incidental purposes affecting portions of the Property as shown and described on the Easement Plat recorded June 25, 1992 as document 92461457.
26. Terms, conditions and provisions of Ordinance No. 5246 entitled An Ordinance Granting a Conditional Use Permit for Property Commonly Known as 1018 Mount Prospect Plaza recorded as document 0020583327.
27. Terms, conditions and provisions of Ordinance No. 5820 entitled An Ordinance Granting a Conditional Use Permit for Property Located at 950 East Rand Road, Mount Prospect, Illinois recorded as document 1034931120.
28. Terms, conditions and provisions of Resolution No. R27SR-01 (Variation) for property at 1008 Mount Prospect Plaza, Rand Road, Mount Prospect, Illinois for conditional use permit recorded as document 0011210691.
29. Terms, provisions, conditions and limitations of Environmental No Further Remediation Letter recorded March 14, 2002 as document 0020292186.
30. The fact, as disclosed by that certain document or documents recorded March 14, 2002 as document 0020292186 of Official Records, that some violation of environmental protection laws may have occurred which may affect the Property.
31. Terms, provisions, conditions and limitations of Environmental No Further Remediation Letter recorded April 6, 2011 as document 1109631066.

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32. The fact, as disclosed by that certain document or documents recorded April 6, 2011 as document 1109631066 of Official Records, that some violation of environmental protection laws may have occurred which may affect the Property.
33. Terms, conditions and provisions of Ordinance No. 6148 entitled An Ordinance Granting a Conditional Use Permit for a Final Planned Unit Development, Conditional Use for a Drive- Through Establishment & Variation for Property Located at Mount Prospect Plaza. (990-1145 Mt. Prospect Plaza, 940-950 East Rand Road and 1200-1220 East Central Road, Mount Prospect, IL) recorded July 21, 2014 as document 1420234072.
34. Terms, conditions and provisions of Ordinance No. 6205 entitled An Ordinance Amending Ordinance No. 6148 Granting a Conditional Use Permit for a Final Planned Unit Development, Conditional Use for a Drive-Through Establishment & Variation for Property Located at 990-1145-Mt. Prospect Plaza, 940-950 East Rand Road and 1200-1220 East Central Road, Mount Prospect, Illinois recorded August 18, 2015 as document 1523034052.
35. Terms, conditions and provisions of Resolution No. R-05-15, Resolution Approving Findings of Fact, recorded August 11, 2015 as document 1522329105.
36. Terms, provisions and conditions contained in Lease by and between Ramco-Gershenson Properties, L.P., Lessor, and AutoZone Parts, Inc., Lessee, dated February 6, 2016 as disclosed by a Short Form Lease recorded March 10, 2017 as document 1706929046, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
37. Reciprocal Easement Agreement recorded July 13, 2017 as document 1719439138, and the terms, provisions and conditions contained therein.
38. Terms, provisions and conditions contained in Lease by and between RPT Realty, L.P., Lessor, and Burlington Coat Factory of Texas, Inc., Lessee, dated February 28, 2019 as disclosed by a Memorandum of Lease recorded February 24, 2020 as document 2005515213, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
39. Existing unrecorded leases, if any, and rights of all parties claiming thereunder.
40. Map survey recorded on February 08, 2021 as document no. 2103916089.
41. Permanent Easement recorded May 26, 2022 as Document No. 2214619025, and the terms and conditions therein contained.
42. Temporary Construction Easement recorded May 26, 2022 as Document No. 2214619026, and the terms and conditions therein contained.
43. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Robert J. Winnicki, on behalf of

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Blew & Associates, P.A. on June 22, 2022, last revised August 17, 2022, designated 22-4709:

- a. Signs located southeast of the Property, ownership unknown;
  - b. Signs located north of the Property, ownership unknown; and
  - c. Utilities located on the Property without the benefit of a recorded easement.
44. Unrecorded Easement Agreement (Comcast 990-1141), dated October 24, 2014, entered into by Comcast Cable Communications Company, a Delaware limited liability company, itself and on behalf of its affiliates, and Grantor, as successor to Ramco-Gershenson Properties, L.P., a Delaware limited partnership.
45. Unrecorded Easement Agreement (Comcast – Panda Express A100), dated March 5, 2015, entered into by Comcast Cable Communications Company, a Delaware limited liability company, itself and on behalf of its affiliates, and Grantor, as successor to Ramco-Gershenson Properties, L.P., a Delaware limited partnership.
46. Unrecorded Access Agreement (US Bank), dated October 6, 2020, entered into by Comcast Cable Communications Management, LLC, a Delaware limited liability company, itself and on behalf of its affiliates, and Grantor.

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## EXHIBIT C

### THE ROSS RESTRICTIONS

"3.2.1. Retail Use. Tenant has entered into this Lease in reliance upon representations by Landlord that Landlord's Parcel is and shall remain retail in character, and, further (except as provided herein), no part of Landlord's Parcel shall be used for office or residential purposes or as a theater, auditorium, meeting hall, school, church or other place of public assembly, "flea market," mortuary, gymnasium (within one hundred fifty (150) feet of the front and side perimeter walls of the Store), veterinary services or pet vaccination clinic or overnight stay pet facilities (except as an incidental use in conjunction with the operation of a national or regional pet store retailer, provided such pet store retailer is not located within one hundred fifty (150) feet of the front and side perimeter walls of the Store), health

club (within one hundred fifty (150) feet of the front and side perimeter walls of the Store), dance hall, billiard or pool hall, massage parlor (except massage services in connection with a full service spa shall be permissible), video game arcade, bowling alley, skating rink, car wash, facility for the sale, display, leasing or repair of motor vehicles, night club, Internet café, the sale of adult products or adult bookstores or adult audio/video products stores (which are defined as stores in which at least ten percent (10%) of the inventory is not available for sale or rental to children under the age of majority in the state in which the Store is located because such inventory explicitly deals with or depicts human sexuality). No ATM or similar machine shall be permitted in Landlord's Parcel within one hundred (100) feet of the front and side perimeter walls of the Store, except if located wholly within the interior of another tenant's or occupant's premises or is used as a drive up ATM facility in connection with a banking institution. Landlord shall not lease space nor allow space to be occupied in Landlord's Parcel by a national specialty coffee retailer with over five hundred (500) stores occupying three thousand (3,000) square feet of Leasable Floor Area or less, except for Dunkin' Donuts. Further, no restaurant or other "High Intensity Parking User" (as hereinafter defined) shall be permitted in Landlord's Parcel within one hundred fifty (150) feet of the front and side perimeter walls of the Store. Notwithstanding the preceding sentence, the restriction on a restaurant use shall not prohibit a quick serve type restaurant such as Subway, Jimmy Johns or a yogurt shop, provided no such quick serve type restaurant exceeds one thousand two hundred (1,200) square feet of Leasable Floor Area and, provided further, that no more than two (2) such quick serve type restaurants shall be permitted within one hundred fifty (150) feet of the front and side perimeter walls of the Store. A "High Intensity Parking User" is a tenant or occupant whose use requires more than five (5) parking spaces per one thousand (1,000) square feet of Leasable Floor Area in accordance with either customary shopping center practices or governmental regulations, whichever has a higher parking requirement. Notwithstanding the prohibition on offices set forth above, retail service offices such as, but not limited

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to, full service banks, real estate brokers, title companies and insurance offices shall be permitted, provided that (a) no retail service office is located within one hundred fifty (150) feet of the Store, and (b) retail service offices in the aggregate do not exceed ten percent (10%) of the Leasable Floor Area of Landlord's Parcel. Notwithstanding the precedence sentence, Landlord shall be permitted to replace the existing retail service offices in Spaces 7, 8, 11, 14, 16, 18, 28, 34 and 35 designated on Exhibit B with retail office uses and Spaces 28, 34 and 35 may be replaced with another office use. In addition, Landlord shall be permitted to lease one (1) additional space for a retail service office use in either Space 9, 10, 12 or 13 designated on Exhibit B, provided that no retail service office use in Space 9, 10, 12 or 13 shall exceed one thousand five hundred (1,500) square feet of Leasable Floor Area. The foregoing use restrictions are referred to herein as the Ross Prohibited Uses. The Ross Prohibited Uses set forth in this Section 3.2.1 shall not apply to those tenants or occupants of Landlord's Parcel who, in accordance with the terms of existing leases or occupancy agreements in effect on the Effective Date ("Existing Tenants"), cannot be prohibited from so operating, but only for the balance of the term(s) of such existing lease(s) or occupancy agreement(s). Landlord covenants and

agrees that if Landlord has the right to consent to a change in use of the premises occupied by any such Existing Tenant, Landlord shall not consent to a change in use of the premises which violates the Ross Prohibited Uses."