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Doc#: 2309340095 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 04/03/2023 11:03 AM Pg: 1 of 8

This Instrument Prepared By
DLA Piper LLP (US)
444 West Lake Street, Suite 900
Chicago, Illinois 60606
Attention: Erica S. Sitkoff

Dec ID 20230301683323
ST/CO Stamp 0-248-584-400 ST Tax \$81,000.00 CO Tax \$40,500.00
City Stamp 0-251-959-504 City Tax: \$850,500.00

After Recording Return To:
King & Spalding LLP
110 N Wacker Drive, Suite 3800
Chicago, Illinois 60606
Attention : Kristyn Dunn

Send Subsequent Tax Bills to:
551 S. Powerline Road,
Pompano Beach, Florida 33069

PINs:
17-04-303-001-0000
17-04-303-002-0000
17-04-303-003-0000
17-04-303-010-0000
17-04-303-019-0000

[This space reserved for recording data.]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the "Deed") is made as of this 29th day of March, 2023, by 625 WEST DIVISION, LLC, an Oregon limited liability company (the "Grantor"), having an office at 1477 NW Everett Street, Portland, Oregon 97209, to MORGUARD DIVISION STREET CHICAGO LLC, a Delaware limited liability company (the "Grantee"), having an office at 55 City Centre Drive, Suite 1000, Mississauga, Ontario L5B 1M3.

WITNESSETH:

That the Grantor for and in consideration of the sum of TEN AND 00/100THS DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does **GRANT, REMISE, RELEASE, ALIEN, SELL AND CONVEY** unto the Grantee and its successors and assigns **FOREVER**, all of the real estate, situated in the County of Cook and State of Illinois commonly known as 625 W. Division Street, Chicago, Illinois and legally described on Exhibit A attached hereto and made a part hereof together with the buildings, structures, fixtures and other improvements located on said real estate and all and singular hereditaments and appurtenances belonging there, or in any way appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either at law or in equity of, in and to the above-described premises, with the hereditaments and appurtenances (the "Property"), subject only to those matters described on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property subject only to the Permitted Exceptions, unto the Grantee and its successors and assigns forever.

Grantor does covenant, promise and agree, to and with the Grantee and its successors and assigns, that it has not done, or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as herein recited, and that it **WILL WARRANT AND FOREVER DEFEND** the Property against persons lawfully claiming, or to claim the same, by, through or under Grantor but not otherwise, subject only to the Permitted Exceptions.

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The Property shall hereafter be held, transferred, sold, leased and encumbered, conveyed, and occupied, subject to the covenants, conditions, and restrictions set forth in numbered paragraphs 1 through 7 immediately following (collectively, the "Restrictive Covenants"), each of which is for, and shall inure to the benefit of the Benefited Persons:

1. From and after the date hereof through and including January 31, 2030 (the "Term"): (a) no Condominium shall be created covering the Property or any portion thereof, (b) no Condominium Conversion shall be effected or implemented, nor shall a Condominium Project be created, with regard to the units within the Property, and (c) no Condominium Plat shall be filed affecting the Property or any portion thereof.

2. In the event of the violation or breach of any of the Restrictive Covenants, each Benefited Person shall have the right to prosecute a proceeding at law or in equity against the party or parties who have violated or are attempting to violate any of the Restrictive Covenants, to enjoin or prevent them from doing so, to cause such violation to be remedied, including without limitation, reasonable, documented court costs and attorney fees that are actually incurred in enforcing the Restrictive Covenants. Without limiting the foregoing, any party or parties who now or hereafter during the Term owns or acquires fee title in or to any portion of the Property shall, and does hereby, to the fullest extent permitted by law, indemnify, defend and hold each Benefited Person harmless from and against any and all liabilities, damages, losses, claims, causes of action, suits, demands, charges, complaints, costs and expenses (including, without limitation, attorneys' fees and costs of litigation), which any of the Benefited Persons may suffer, incur or be obligated to perform arising out of such party or parties breach or failure to strictly comply with the Restrictive Covenants, including, without limitation, all liabilities, damages, losses, claims, causes of action, suits, demands, charges, complaints, costs and expenses actually incurred arising or accruing as a result of any claims by subsequent owners of any portion of the Property (including owners of condominium units or owners of a cooperative, as the case may be) relating to (a) the design, development, and construction of the Property and any defects, breaches of contract, errors, omissions, or negligence in connection therewith, or (b) any omissions, misrepresentations or misstatements in any conversion, condominium or cooperative documents, or (c) any other liabilities which may be imposed on any Benefited Person under any applicable law as a result of the Condominium Conversion. All remedies provided herein or at law or in equity shall be cumulative and not exclusive of any other remedy at law or in equity.

3. The Restrictive Covenants are appurtenant to and run with the Property, and shall be binding and enforceable against all parties having any right, title or interest in the Property, and their respective heirs, successors and assigns, and shall inure to the benefit of each Benefited Person.

4. Failure on the part of any Benefited Person to complain of any act or failure to act to enforce the Restrictive Covenants irrespective of how long such failure continues shall not constitute a waiver by any of the Benefited Persons of the right to strictly enforce any violation of the Restrictive Covenants. Notwithstanding any provision hereof to the contrary, Grantor, in its sole discretion, may elect to waive, modify, amend, or terminate any or all of the Restrictive Covenants; provided, however, that, no such waiver, modification, amendment or termination shall be effective unless the same is set forth in a writing executed by Grantor and such writing is filed with the County Recorder.

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5. If any term, covenant, condition or provision of the Restrictive Covenants, or the application thereof to any person, entity or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of the Restrictive Covenants or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

6. Notwithstanding anything to contrary contained herein, no expiration of the Restrictive Covenants and no earlier termination of the Restrictive Covenants shall be deemed to waive or release any party from any prior breach of the Restrictive Covenants.

7. As used in this Deed, the following terms shall have the following meanings:

(a) "Benefited Person" means all of the following: (i) Grantor, (ii) any constituent entity or affiliate of Grantor and any partner, member, shareholder, officer, or director of any such constituent entity or affiliate of Grantor, and (iii) any other person or entity who has been designated as a "Benefited Person", in a writing executed and delivered after the date hereof by either Grantor (or any successor or assign of Grantor) and filed for record with the County Recorder for the county in which the Property is located.

(b) "Condominium" means a condominium as described in the Illinois Condominium Property Act, or any similar statute or law which defines a condominium.

(c) "Condominium Conversion" means the filing or recording with the County Recorder, or other applicable state, municipal or local governmental entity or agency, of any document providing for the conversion of the Property to a Condominium Project.

(e) "Condominium Plat" means a Plat as defined under ILCS 605/2(i) or any similar statute or law which defines a condominium plat.

(f) "Condominium Project" means any project all or a portion of which has located thereon a Condominium or a Condominium Conversion.

(g) "County Recorder" means the Cook County Recorder of Deeds.

8. The Restrictive Covenants shall expire and be of no further force and effect upon expiration of the Term.

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IN WITNESS WHEREOF, the Grantor has caused its name to be signed to these presents on the date first set forth above.

GRANTOR:

625 WEST DIVISION, LLC,
an Oregon limited liability company

By: Green Cities II, L.P.,
a Delaware limited partnership
Its: Sole Member

By: Green Cities Fund Management II, LLC,
a Delaware limited liability company
Its: General Partner

By: GCFM II Management, LLC,
an Oregon limited liability company
Its: Sole Member

By: Molly H. Bordonaro
Molly Bordonaro, Manager

[Notary Page Follows]

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STATE OF Oregon)
)
) SS:
)
COUNTY OF Multnomah)

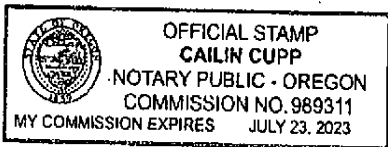
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Molly Bordonaro, as Manager of GCFM II Management, LLC, an Oregon limited liability company, the Sole Member of Green Cities Fund Management II, LLC, a Delaware limited liability company, the General Partner of Green Cities II, L.P., a Delaware limited partnership, the Sole Member of 625 West Division, LLC, an Oregon limited liability company (the "Grantor"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged he signed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the Grantor, for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 15th day of March, 2023.

Cailin Cupp
Notary Public: Cailin Cupp

Commission Expiration:

July 23, 2023



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Exhibit A to Special Warranty Deed

Legal Description

PARCEL 1:

LOTS 1, 2, THE WESTERNMOST 3 FEET OF LOT 3, LOTS 6, 7, 8 AND 9 IN BLOCK 88 OF ELSTON'S ADDITION TO CHICAGO IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



PARCEL 2:


VACATED ALLEY DESCRIBED AS FOLLOWS:

THE EAST-WEST 12 FOOT ALLEY LYING NORTH OF AND ADJOINING LOT 6, LYING SOUTH OF AND ADJOINING LOTS 1, 2 AND PART OF 3, LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 1 TO THE NORTHWEST CORNER OF LOT 6, AND LYING WEST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 6, ALL IN BLOCK 88 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ANTE-FIRE MAY 11, 1855 AS DOCUMENT NO. 59194, IN BOOK 85 PAGES 121 AND 122, IN COOK COUNTY, ILLINOIS.

Address: 625 West Division Street, Chicago, Illinois 60610

PIN: 17-04-303-001-0000; 17-04-303-002-0000; 17-04-303-003-0000; 17-04-303-010-0000; 17-04-303-019-0000

REAL ESTATE TRANSFER TAX		29-Mar-2023
		COUNTY: 40,500.00
		ILLINOIS: 81,000.00
		TOTAL: 121,500.00
17-04-303-001-0000	20230301683323	0-248-584-400

REAL ESTATE TRANSFER TAX		29-Mar-2023
		CHICAGO: 607,500.00
		CTA: 243,000.00
		TOTAL: 850,500.00 *
17-04-303-001-0000	20230301683323	0-251-959-504
* Total does not include any applicable penalty or interest due.		

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Exhibit B to Special Warranty Deed

Permitted Exceptions

1. Applicable zoning, building and land use Laws relating to the Property.
2. General real estate taxes for the year(s) 2022 and subsequent years.
3. Environmental Disclosure Document(s) for Transfer of Real Property recorded March 5, 1993 as document no. 93169769.
4. Terms, conditions and provisions as contained in Quitclaim Deed by and between the City of Chicago, a municipal corporation and 625 West Division, LLC, an Oregon limited liability company recorded April 15, 2014 as document no. 1410522090.
5. Terms, conditions and provisions as contained in an Affordable Housing Covenant and Lien recorded April 15, 2014 as document no. 1410522091. As amended by Terms, conditions, provisions and restrictions as contained in an Amended and Restated Affordable Housing Covenant and Agreement by and between the City of Chicago and 625 West Division, LLC, an Oregon limited liability company recorded March 17, 2017 as document 1707616087.
6. Plat of Vacation of Public Alley recorded June 04, 2014 as document no. 1415529025 and 1415529026.
7. Terms, conditions, provisions and restrictions as contained in an Environmental No Further Remediation Letter recorded October 4, 2016 as document 1627834079.
8. Survey prepared by Gremley and Biederman, dated June 6, 2022, last revised March 24, 2023, under Job No. 2022-30206-001, shows the following:
 - (A) storm manholes, storm catch basins, gas meters, and electrical transformers located on the Land without the benefit of an easement(s).
 - (B) electric transformers in the East portion of the Land without the benefit of an easement.
9. Rights of public or quasi-public utilities, if any, in the vacated street or alley described in Schedule A.
10. Existing unrecorded leases, if any, and rights of all parties claiming thereunder.
11. Rights of tenants in possession, as tenants only, under written unrecorded and unexpired leases with no options to purchase or rights of first refusal.
12. Terms and provisions of the following unrecorded leases, which leases contain no options to purchase or rights of first refusal:

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- a. Xavier Perman Wines; and
- b. Kyle Bust.

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