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\*2316545119D\*

Doc# 2316545119 Fee \$88.00

This instrument was prepared by:

Northstone Law LLC  
Attn: Animesh K. Ravani, Esq.  
1016 W Jackson Blvd., Ste 508-509  
Chicago, Illinois 60607

SHSP FEE:\$9.00 RPRF FEE: \$1.00

CAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/14/2023 03:08 PM PG: 1 OF 8

After recordation, return original to:

Maynard Nexsen  
Attn: Charlie Kelley  
1901 Sixth Avenue N, Suite 1700  
Birmingham, Alabama 35203

### SPECIAL WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned grantor, **900-950 CHURCH STREET PROPERTY, LLC**, an Illinois limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto **SWNC-CHURCH STREET, LLC**, a Delaware limited liability company ("Grantee"), the real estate described in Exhibit A attached hereto and made a part hereof (the "Property").

To have and to hold to the Grantee and its successors and assigns forever.

This conveyance is subject to the following: (a) acts of Grantee and those claiming by or through Grantee; and (b) any other matter identified on Exhibit B attached hereto and made a part hereof (collectively, the "Permitted Encumbrances").

The Grantor does covenant with the Grantee that, subject to the Permitted Encumbrances, the Property is free from all encumbrances made or suffered by the Grantor and that the Grantor will warrant and defend the same to the Grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under the Grantor.

SEND SUBSEQUENT REAL ESTATE  
TAX BILLS TO:

SWNC-Church Street, LLC  
Attn: Andrew Patterson  
1616 2<sup>nd</sup> Avenue S, Suite 100  
Birmingham, AL 35233

[The remainder of this page is intentionally left blank.]

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IN WITNESS WHEREOF, the Grantor has caused the execution of this Special Warranty Deed as of the June 9, 2023.

**GRANTOR:**

**900-950 CHURCH STREET PROPERTY LLC,**  
an Illinois limited liability company

By: BCL-GW 900-950 Church Street JV LLC,  
an Illinois limited liability company  
Its: Sole Manager

By: GW Evanston LLC,  
an Illinois limited liability company  
Its: Sole Manager

By: GW Property Group, LLC – Series 147,  
a designated series of a Delaware limited liability company  
Its: Sole Manager

By: The Mitchell H. Goltz Living Trust  
u/t/a dated June 11, 2014, a Member

By: Mitchell H. Goltz  
Mitchell H. Goltz, Trustee

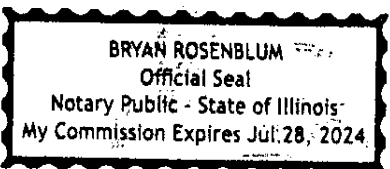
NOTARY ACKNOWLEDGMENT

State of                    )  
                                  ss.  
County of                )

I, the undersigned, a Notary Public in and for the said County and State aforesaid, hereby certify that **Mitchell H. Goltz**, whose name as the authorized signatory of 900-950 Church Street Property LLC, an Illinois limited liability company, is signed to the foregoing Special Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such authorized signatory and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this 25 day of June, 2023.

B. Rosenblum  
Notary Public



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## EXHIBIT A TO SPECIAL WARRANTY DEED

### Legal Description

#### FEE PARCEL 1:

LOT 1 IN DAVIS CHURCH SECOND RESUBDIVISION BEING A RESUBDIVISION OF LOT 1 IN DAVIS CHURCH RESUBDIVISION RECORDED OCTOBER 2, 2000 AS DOCUMENT NUMBER 00766688, IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CITY OF EVANSTON, ACCORDING TO THE PLAT OF DAVIS CHURCH SECOND RESUBDIVISION RECORDED APRIL 12, 2002 AS DOCUMENT NUMBER 0020426116, IN COOK COUNTY, ILLINOIS

#### EASEMENT PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS AND UTILITIES AS DISCLOSED BY EASEMENT AND OPERATING AGREEMENT DATED APRIL 11, 2002 AND RECORDED APRIL 12, 2002 AS DOCUMENT NUMBER 0020426117 AND AMENDED AND RE-STATED EASEMENT AND OPERATING AGREEMENT RECORDED APRIL 12, 2002 AS DOCUMENT 0020426632 MADE BY AND BETWEEN DAVIS CHURCH OFFICE DEVELOPMENT, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND CHURCH STREET PLAZA, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY.

#### LEASE PARCEL 3:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS:

THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: THE CITY OF EVANSTON, A MUNICIPAL CORPORATION, AS LESSOR, AND CHURCH STREET PLAZA, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED MARCH 19, 2002, WHICH LEASE WAS RECORDED APRIL 12, 2002 AS DOCUMENT 0020426633, AS AMENDED BY FIRST AMENDMENT TO PARKING LEASE RECORDED DECEMBER 9, 2004 AS DOCUMENT 0434404091, AS ASSIGNED TO CHURCH STREET PLAZA SPE, LLC BY ASSIGNMENT AND ASSUMPTION OF PARKING LEASES AGREEMENT RECORDED SEPTEMBER 9, 2005 AS DOCUMENT 0525226127, AS FURTHER ASSIGNED TO SCG CHURCH STREET PLAZA, LLC BY ASSIGNMENT AND ASSUMPTION OF PARKING LEASES AGREEMENT RECORDED DECEMBER 4, 2013 AS DOCUMENT 1333839064, AS FURTHER ASSIGNED TO 900-950 CHURCH STREET PROPERTY LLC, BY ASSIGNMENT AND ASSUMPTION OF PARKING LEASES AGREEMENT RECORDED NOVEMBER 04, 2021 AS DOCUMENT 2130834002, AS FURTHER ASSIGNED TO SWNC-CHURCH STREET, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY ASSIGNMENT AND ASSIGNMENT OF PARKING LEASE RECORDED 6/14/23 AS DOCUMENT \* WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING MARCH 19, 2002 AND ENDING ON THE FORTIETH (40TH) ANNIVERSARY OF THE COMMENCEMENT DATE.

(MAPLE AVENUE GARAGE)

\*2316545120



LOT 4 IN CHURCH MAPLE RESUBDIVISION BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE (NOW CITY) OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT

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OF WAY (FORMERLY CHICAGO MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 AND IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1999 AS DOCUMENT 99528041, ALL IN COOK COUNTY ILLINOIS.

PIN: 11-18-303-013-0000; 11-18-117-017-8001

Common Address: 900-950 Church Street, Evanston, IL 60201

| REAL ESTATE TRANSFER TAX  |           | 09-Jun-2023                    |  |
|---|-----------|--------------------------------|--|
|  | COUNTY:   | 2,362.50                       |  |
|  | ILLINOIS: | 4,725.00                       |  |
|   | TOTAL:    | 7,087.50                       |  |
| 11-18-303-013-0000  |           | 20230501674506   1-327-105-744 |  |

006522

CITY OF EVANSTON

REAL ESTATE TRANSFER TAX

DATE: **PAID JUN 12 2023**

AMOUNT: \$33,075.<sup>00</sup> Agent: UB

Property of Cook County Clerk's Office

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## EXHIBIT B TO SPECIAL WARRANTY DEED

### Certain Permitted Encumbrances

1. General real estate taxes for the year(s) 2022 and subsequent years.
2. Terms, provisions and conditions contained in Lease by and between City of Evanston, Lessor, and 1880 Oak LLC, Lessee, dated April 6, 1999 as disclosed by a Parking Lease recorded April 16, 1999 as document 99367941, 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.

First Amendment to parking Lease dated December 20, 1999 and recorded February 17, 2000 as document 00118062.

Second Amendment to Parking Lease dated November 19, 2000 and recorded January 2, 2001 as document 0010003646.

Third Amendment to Parking Lease dated December 18, 2007 as document 0801633062.

Quit Claim Assignment of Parking Lease recorded July 2, 2008 as document 0818441095.

(Affects Parcel 3)

3. Terms, provisions and conditions contained in Lease by and between City of Evanston, Lessor, and Evanston Hotel Associates LLC, Lessee, dated June 5, 2000 as disclosed by a Memorandum of Amended and Restated Parking Lease recorded June 13, 2000 as document 00432327, 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.

(Affects Parcel 3)

4. Terms, provisions and conditions contained in Lease by and between City of Evanston, Lessor, and Evanston Northwestern Healthcare Corporation, Lessee, dated June 23, 2000 as disclosed by a Memorandum of Lease recorded July 18, 2000 as document 00533851, 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.

(Affects Parcel 3)

5. Terms, provisions and conditions contained in Lease by and between City of Evanston, Lessor, and Davis Church Office Development, LLC, Lessee, dated October 12, 2000 as disclosed by a Memorandum of Lease recorded October 24, 2000 as document 00835172, 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.

Assignment and Assumption of Parking Lease recorded October 5, 2011 as document 1127803048.

(Affects Parcel 3)

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6. Terms, provisions and conditions contained in Lease by and between City of Evanston, Lessor, and 1033 University LLC, Lessee, dated February 14, 2001 as disclosed by a Parking Lease recorded February 14, 2001 as document 0010122159, 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.

Quit Claim Assignment of Parking Lease recorded July 2, 2008 as document 0818441097.

(Affects Parcel 3)

7. Terms, provisions and conditions contained in Lease by and between City of Evanston, Lessor, and M.G. 919 LLC, Lessee, dated March 26, 2001 as disclosed by a Memorandum of Lease recorded April 2, 2001 as document 0010260631, 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.

Assignment of Leases recorded September 13, 2007 as document 0725603052.

Amendment to Memorandum of Lease Agreement recorded September 13, 2007 as document 0725603053.

(Affects Parcel 3)

8. Terms, provisions, conditions, restrictions and easements contained in Redevelopment Agreement dated October 23, 1998 as amended, as disclosed by Memorandum of Redevelopment Agreement recorded June 10, 1999 as document 95557362.

Assignment and Assumption of Redevelopment Agreement recorded August 23, 2001 as document 0010778594.

Assignment and Assumption of Redevelopment Agreement recorded February 24, 2003 as document 0030252502.

Termination of Redevelopment Agreement and Restatement of recorded September 25, 2013 as document 1326816087.

(Affects Parcel 3)

9. Terms, provisions, conditions, restrictions and easements contained in Ordinance 41-0-99 Granting a Special Use for Planned Development in the Research Park Zoning District, which was recorded August 8, 2000 as document 00604154 and recorded May 31, 2000 as document 00393608.

Amendment recorded August 8, 2000 as document 00604155.

10. Terms, provisions, conditions, restrictions and easements contained in Declaration of Covenants, Conditions, Restrictions and Easements for Northwestern University / Evanston Research Park, recorded March 24, 1988 as document 88122453.

(Affects Parcel 3)

11. Non-exclusive easements created by Easement Agreement made by The City of Evanston Illinois and Evanston Hotel Associates, LLC, recorded June 13, 2000 as document 00432325.

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(Affects Parcel 3)

12. Perpetual Easement for underground footings reserved in Deed recorded January 11, 1943 as document 13015552, and the terms, provisions, conditions therein.

(Affects Parcel 2)

13. Easements reserved in Deed from Chicago and Northwestern Transportation Company to The City of Evanston, Illinois, recorded March 2, 1999 as document 99196571, and the terms and provisions therein.

(Affects Parcel 2)

14. The surviving provisions contained in Redevelopment Agreement as the surviving provisions are set forth in the Memorandum of Redevelopment Agreement made by the City of Evanston and Davis Church Office Development recorded October 24, 2000 as document 00835170.

(Affects Parcel 2)

15. Declaration and Grant of Public Access Easement made by Davis Church Office Development, LLC, recorded October 24, 2000 as document 00835171 and the terms, provisions and conditions contained therein.

(Affects Parcel 2)

16. Terms, provisions and easements contained in Easement and Operating Agreement dated April 11, 2002 as recorded April 12, 2002 as document 0020426117 as amended by Amended and Restated Easement and Operating Agreement recorded April 12, 2002 as document 0020426632, together with the rights of the adjoining owners in and to the concurrent use of the easements.

(Affects Parcels 1 and 2)

Assignment and Assumption of Easement Agreement recorded October 5, 2011 as document 1127803049.

17. Covenants, conditions and restrictions contain in Special Warranty Deed recorded October 24, 2000 as document 00835157, relating to use of the land and the prohibition of sale or lease of the land to tax exempt entity without written consent of the City of Evanston.

(Affects Parcels 1 and 2)

18. Terms, conditions, provisions and restrictions as contained in Ordinance No. 106-O-15, An Ordinance Granting a Special Use Permit for a Type 2 Restaurant Located at 1700 Maple Avenue in the RP Research Park District ("Red Robin Burger Works") recorded August 12, 2016 as document 1622513030.

(For further particulars, see document)

19. Memorandum of Parking Lease recorded December 22, 2003 as document 0335650053, 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.



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Lessee's interest was assigned to Church Street Plaza SPE LLC, by an Assignment and Assumption of parking Leases Agreement recorded September 09, 2005 as document 0525226127 and further assigned to SCG Church Street Plaza, LLC, by an Assignment and Assumption of Parking Leases Agreement recorded December 04, 2013 as document 1333839064 and further assigned to 900-950 Church Street Property LLC, by an Assignment and Assumption of Parking Leases Agreement Recorded November 04, 2021 as document 2130834002.

Resolution Authorizing City Manager to Enter Into a Parking Lease between Church Street Plaza and the City of Evanston for the Retail Parcel South of Church Street recorded April 12, 2002 as Document No. 0020426633 and amend by Document No. 0434404091, and the terms and conditions therein contained.

(Affects Leasehold Interest)

20. Survey made by Land Surveying Services, Inc. (Preliminary) dated April 10, 2023, last revised *May 22*, 2023 discloses the following:

1. Adverse Encroachment of the roof overhang and canopies of the building located on the property West and adjoining onto the Land by an undisclosed amount.

2. Encroachment of the building overhang located on the Land onto the Public right of way to the Property North and adjoining by an undisclosed amount.

3. Encroachment of the building canopies located of North side of the building located on the Land onto the Public right of way to the Property North and adjoining by an undisclosed amount.

21. Rights of the adjoining owners in and to the concurrent use of said easement described in Exhibit A.

22. Existing unrecorded leases with the following, and all rights of parties thereunder:

Big Wig 004 LLC  
 Cycle Bar Franchising LLC  
 Noodles & Company  
 Semper Laser Holdings LLC

23. Terms, agreements, provisions, conditions and limitations contained in the lease described in Exhibit A, and all rights thereunder of said lessors, their heirs, executors, administrators and assigns, including rents and all other charges reserved.