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COOK COUNTY, ILLINOIS
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1989 JAN 24 PM 1:39

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WARRANTY DEED

\$20.00

The GRANTOR, LINPRO CHICAGO LAND LIMITED PARTNERSHIP, an Illinois limited partnership, having its principal office at 200 Berwyn Park, Suite 300, Berwyn, Pennsylvania 19132, for the consideration of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, CONVEYS and WARRANTS unto the CITY OF CHICAGO, an Illinois municipal corporation, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, all interest in that certain real property ("Property") located in Cook County, Illinois, and described on Exhibit A attached hereto and hereby made a part hereof. Title to the Property is specifically subject to the items listed on Exhibit B attached hereto and made a part hereof.

PROVIDED, HOWEVER, that the Property is conveyed to and accepted by the City of Chicago pursuant to that certain Block 35, North Loop Project Redevelopment Agreement, between Grantor and the City of Chicago, dated as of November 1, 1988, and recorded on November 15, 1988 in the Office of the Recorder of Cook County, Illinois as Document No. 88527333 ("Redevelopment Agreement") the terms of which are hereby incorporated by reference, in which the City of Chicago undertook to use its best efforts to accumulate funds from both public and private sources for the renovation, preservation and reconstruction of the historic and architecturally significant features of the two theaters commonly described as the Harris-Selwyn Theaters ("Theaters") which currently improve the Property and for the construction of a retail arcade, more particularly described in the Redevelopment Agreement.

This instrument was prepared by:

Virginia L. Aronson
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

Mail to:

Mark Lenz
City of Chicago
Room 511
Chicago, Ill 60602

BOX 333

Exempt under provisions of Paragraph (c), Section 4, Real Property Tax Act.

Angela Johnson Kopp, Rep.
BUYER, SELLER or REPRESENTATIVE

1-20-1989

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EXEMPT UNDER PROVISIONS OF PARAGRAPH (c) SEC. 200.1-2 (B-6) OR PARAGRAPH SEC. 200.1-4 (B) OF THE CHICAGO TRANSACTION TAX ORDINANCE.

1-20-1989 Angela Johnson Kopp, Rep.
DATE BUYER, SELLER, REPRESENTATIVE

71-87-444-D3

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In Section 3.10(f) of the Redevelopment Agreement, the City of Chicago agreed to deposit Three Million and no/100 Dollars (\$3,000,000.00) in an escrow held by an institutional escrowee mutually acceptable to Grantor and the City of Chicago to be used toward renovation and restoration of the Theaters and, prior to the commencement of such renovation and restoration, to match, on a dollar by dollar basis up to Three Million and no/100 Dollars (\$3,000,000.00), any sums raised by the Theater Operator (as defined in the Redevelopment Agreement).

The conveyance is made on the express condition that the City of Chicago shall accumulate the funds for the renovation and reconstruction of the Theaters as described in Section 3.10(f) of the Redevelopment Agreement and if the City of Chicago does not accumulate such funds within seven (7) years from the date hereof, the Property herein conveyed shall automatically revert to the Grantor herein, its successors or assigns.

PROVIDED FURTHER, HOWEVER, that Grantor currently holds title to that certain parcel of real estate which is adjacent to the Property (the "Adjacent Parcel"), located in Cook County, Illinois, legally described on Exhibit C attached hereto. Grantor intends to construct office towers on the Adjacent Parcel which will have unobstructed views through a portion of the Property and the parcel located above the Property which parcel is legally described on Exhibit D attached hereto (the "Air Rights Parcel").

This conveyance is made on the express condition that no building, structure, improvement, equipment or material of any kind which will have a height extending, or which is or will be located, above any point on a horizontal plane extending over the Property at an elevation of 118.89 feet above the Chicago City Datum. Said restriction will apply to all buildings, structures, improvements, equipment or materials, whether of a permanent or temporary character, and whether considered to be real or personal property under applicable law. This conveyance is also made on the express condition that if title to the Property and title to the Air Rights Parcel are ever held by the same entity, or the provisions of the Air Rights Agreement identified on Exhibit B with respect to a prohibition on building improvements within the Air Rights Parcel are no longer in full force and effect, then no buildings, improvements or structures of any kind shall be constructed in the Air Rights Parcel and no buildings, improvements, structures, equipment or material of any kind shall be placed or maintained therein.

The restrictions contained herein shall bind the City of Chicago and all successors, assigns, heirs, legal representatives, licensees, invitees, tenants, subtenants, mortgagees or trustees under deed of trust and any and all other

persons or entities claiming any right, title or interest in and to the Property or any portion thereof at any time and from time to time.

The restrictions contained herein shall benefit the Grantor, and its successors, assigns, heirs, legal representatives, mortgagees or trustees under deed of trust and any and all persons or entities claiming any right, title or interest in and to the Adjacent Parcel or any portion thereof at any time or from time to time (the "Protected Parties").

The benefit and burden of these restrictions are intended to, and shall be benefits and burdens running with the Property and Adjacent Parcel, and the provisions herein shall so benefit and burden the Property and Adjacent Parcel and those persons and entities having an interest in such real estate, whether or not this Warranty Deed or the restrictions contained herein are referred to in any subsequent deeds or instruments of record affecting either or both of said parcels of real estate.

If the restrictions contained herein are at any time violated or contravened, or are about to be violated or contravened, any of the Protected Parties shall have any and all remedies then available at law or in equity for the enforcement of the restrictions contained herein.

The liability of the Grantor hereunder shall be limited to the assets and property of the Grantor and in no event shall the parties comprising Grantor be personally or individually liable hereunder except to the extent of such party's interest as a partner in the assets and property of the Grantor. A deficit capital account shall not be deemed an asset or property of the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed this 20th day of January, 1989.

LINPRO CHICAGO LAND LIMITED PARTNERSHIP,
an Illinois limited partnership

By: LINPRO CHICAGO PROPERTY I
LIMITED PARTNERSHIP, an
Illinois limited partnership

By: _____

By: [Signature]

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persons or entities claiming any right, title or interest in and to the Property or any portion thereof at any time and from time to time.

The restrictions contained herein shall benefit the Grantor, and its successors, assigns, heirs, legal representatives, mortgagees or trustees under deed of trust and any and all persons or entities claiming any right, title or interest in and to the Adjacent Parcel or any portion thereof at any time or from time to time, the "Protected Parties".

The benefit and burden of these restrictions are intended to, and shall be benefits and burdens running with the Property and Adjacent Parcel, and the provisions herein shall so benefit and burden the Property and Adjacent Parcel and those persons and entities having an interest in such real estate, whether or not this Warranty Deed or the restrictions contained herein are referred to in any subsequent deeds or instruments of record affecting either or both of said parcels of real estate.

If the restrictions contained herein are at any time violated or contravened, or are about to be violated or contravened, any of the Protected Parties shall have any and all remedies then available at law or in equity for the enforcement of the restrictions contained herein.

The liability of the Grantor hereunder shall be limited to the assets and property of the Grantor and in no event shall the parties comprising Grantor be personally or individually liable hereunder except to the extent of such party's interest as a partner in the assets and property of the Grantor. A deficit capital account shall not be deemed an asset or property of the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed this 20th day of January, 1989.

LINPRO CHICAGO LAND LIMITED PARTNERSHIP,
an Illinois limited partnership

By: LINPRO CHICAGO PROPERTY I
LIMITED PARTNERSHIP, an
Illinois limited partnership

By: _____

By: _____

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STATE OF New Jersey
COUNTY OF Essex SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Jay L. Cranmer, personally known to me to be a general partner of Linpro Chicago Property I Limited Partnership, an Illinois limited partnership, the general partner of Linpro Chicago Land Limited Partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such general partner of said limited partnership, he signed and delivered the said instrument pursuant to authority given by the limited partnership as his free and voluntary act, and as the free and voluntary act and deed of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 23 day of January, 1989.

Christine F. Wagner
My Commission Expires _____

CHRISTINE F. WAGNER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 6, 1989

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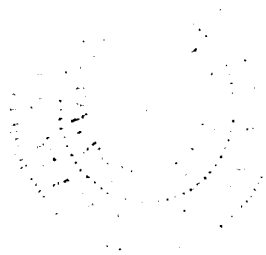
COOK COUNTY CLERK'S OFFICE
100 N. WASHINGTON ST. CHICAGO, IL 60602
TEL: 312.603.1000 FAX: 312.603.1001

11/15/2011 10:00 AM

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EXHIBIT A

PROPERTY

All that property and space below a horizontal plane having an elevation of 123.89 feet, Chicago City Datum, and lying within the boundaries projected vertically of the following described parcel of land, to wit:

Lot 1 and the East Quarter of Lot 2 in Block 35 in the original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 17-09-436-010-0000
17-09-436-011-0000

*1804190 North LaSalle
Chicago, Illinois*

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2025-01-15

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EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year 1988 and subsequent years.
2. Grant of Easement, by Cornelia Delaware Koven Douglas and others to the City of Chicago, dated November 4, 1939 and recorded April 30, 1940 as Document No. 12474205.
3. Terms, provisions, conditions and limitations contained within an Ordinance adopted by the City of Chicago on March 31, 1983, a copy of which was recorded April 20, 1983 as Document No. 265-5694 designating the Property and the improvements thereon a Chicago Landmark.
4. Block 35, North Loop Project Redevelopment Agreement, by and between the City of Chicago and Linpro Chicago Land Limited Partnership, dated November 1, 1988 and recorded November 15, 1988 in the Office of the Recorder of Cook County, Illinois as Document No. 88527338.
5. Profit Remittance Agreement by and between Cinestage, Inc. and Linpro Chicago Land Limited Partnership dated January 20, 1989 and recorded January 24, 1989 in the Office of the Recorder of Cook County, Illinois as Document No. 89036431.
6. Air Rights Agreement by and between Cinestage, Inc. and Linpro Chicago Land Limited Partnership dated January 20, 1989 and recorded January 24, 1989 in the Office of the Recorder of Cook County, Illinois as Document No. 89036432.
7. Building code violations specified in notices dated August 26, 1988 and October 20, 1988 from the City of Chicago Department of Inspectional Services and any proceedings with respect to such building code violations.

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EXHIBIT C

ADJACENT PARCEL

The West Half of Lot 2, and that Part of the West Half of the East Half of Lot 2 lying West of the West 18 Feet of the East 19 Feet of said West Half of the East Half of Lot 2; and all of Lots 3, 5, and 6 in Block 35 in the Original Town of Chicago in the Southeast Quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois. Also Lots 1 to 9 inclusive in George Smith's Subdivision of Lot 4 in said Block 35. Also that Part of Vacated Couch Place which lies North of said Lots 5 and 6 and South of said Lot 3 and said Lot 9 in said Block 35.

Also the East 1 Foot of the West Half of the East Half of Lot 2 in said Block 35.

P.I.N. 17-09-436-009-0000
17-09-436-013-0000
17-09-436-014-0000

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PUBLIC RECORDS
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EXHIBIT D

AIR RIGHTS PARCEL

Lot 1 and the East Quarter of Lot 2 in Block 35 of the original Town of Chicago (Except all that property and space below a horizontal plane having an elevation of 123.89 feet, Chicago City Datum, and lying within the boundaries projected vertically of the property described as Lot 1 and the East Quarter of Lot 2 in Block 35 of the original Town of Chicago) in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 17-09-436-010-0000
17-09-436-011-0000

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