

# UNOFFICIAL COPY

92623471

## SPECIAL WARRANTY DEED

This Indenture, made <sup>As of</sup> this 21<sup>st</sup> day of August, 1992, between Public Employees' Retirement Association of Colorado, an association created under the laws of the State of Colorado, Grantor, and Best Buy Co., Inc., a Minnesota corporation, Grantee, whose address is 4400 West 78th Street, Bloomington, Minnesota, WITNESSETH, that Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by Grantee, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto Grantee and its successors, FOREVER, all the following described real estate (the "Premises"), situated in the County of Cook, State of Illinois, knowr. and described as follows, to wit:

LOT 2 IN THE RESUBDIVISION OF LOT 9 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT 24693781, IN COOK COUNTY, ILLINOIS.

P.I.N.: 31-22-300-039-0000

COOK  
CO. NO. 018  
0 3 2 0 5 4

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or in equity of, in and to the Premises, with the hereditaments and appurtenances:

TO HAVE AND TO HOLD the Premises with the appurtenances, unto Grantee, forever.

And Grantor for itself, and its successors, does covenant, promise and agree to and with Grantee, and successors, that it has not done or suffered to be done, anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND FOREVER DEFEND, the Premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to:

Those matters described on Exhibit A attached hereto and made a part hereof by this reference and each and every of the following terms, provisions, conditions, covenants, restrictions and reservations (collectively called "Terms"):

1. Improvements to the Premises.

- A. No building or other structure shall be constructed or maintained upon the Premises, nor shall the exterior of any building now or hereafter existing on the Premises be altered, unless and until Preliminary Plans (as defined below) and Final Plans (as defined below) for such building or alteration shall first have been submitted to and reviewed by Grantor, amended if necessary as

73-64-905 D1

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
★ ★ ★  
800.00  
PB 16778  
AUG 21 1992

Cook County  
REAL ESTATE TRANSACTION TAX  
100.00  
REVENUE  
STAMP  
AUG 21 1992  
6 2

92623471

# UNOFFICIAL COPY

9 2 6 1 1 7 1

requested by Grantor, and finally approved by Grantor, as provided below in Paragraph 1.D. All buildings or structures on the Premises shall be constructed, maintained or altered only in accordance with such approved Final Plans.

- B. Preliminary plans and specifications (the "Preliminary Plans") shall include a site plan showing the location of all buildings and improvements to be constructed or the extent and nature of any alteration to be performed, the parking and landscaping on the Premises, information as to the color and materials to be used in performing such work and such other information as Grantor shall request.

Final plans and specifications (the "Final Plans") shall be consistent with the Preliminary Plans and shall show the location of all buildings, their design, the location, design and screening of any exterior mechanical equipment, dock areas and refuse facilities, the location and design of all signs, grading and site drainage, parking and traffic control devices for the Premises (including curbscuts), the parking ratio and standards, access and vehicle traffic flow patterns, landscaping and such other information as Grantor shall request.

- D. Within forty-five (45) days following Grantor's receipt from Grantee of the Preliminary Plans or the Final Plans, as the case may be, Grantor shall notify Grantee that Grantor (i) approves such Preliminary Plans or Final Plans, or (ii) requests additional information with respect to such Preliminary Plans or Final Plans, or (iii) rejects all or any part of such Preliminary Plans or Final Plans, together with the reasons for such rejection. If either provision (ii) or (iii) above is applicable, then Grantee shall have thirty (30) days to respond and/or remedy the deficiency, and such review and response procedure shall continue until such time as Grantor and Grantee shall be in full agreement, evidenced in writing, regarding Grantor's approval of the Preliminary Plans or Final Plans, as the case may be.

2. Maintenance of the Premises.

- A. Grantee agrees that it shall maintain or cause to be maintained the Premises and all improvements located thereon, including the exterior of any building or buildings, pedestrian walks, parking lots and landscaped areas, in a clean, sightly and safe condition consistent with and similar to the Lincoln Mall Shopping Center, Matteson, Illinois (the "Shopping Center") and further, that it will at all times and from time to time cause the prompt removal of all papers, debris, refuse, snow and ice and sweeping of paved areas within the Premises when and as required in order that the Premises be maintained as above provided. Furthermore, unless otherwise approved by Grantor in writing, all storage areas, dock

92623471

1992 APR 27 PM 3:27

92623471

areas and refuse areas on the Premises shall be concealed and screened from visibility of the Shopping Center using a solid fence or wall and such landscaping as shall be approved by Grantor. No parking or storage of automobiles, trailers or similar equipment shall be permitted on the Premises for a period in excess of 24 hours. In the event of damage or destruction to any improvements upon the Premise by reason of fire or other casualty, Grantee shall thereafter either promptly restore such improvements to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such improvements and landscape the Premises in a slightly manner.

B. In the event Grantee shall fail or refuse to maintain the Premises as above provided, then Grantor, after 30 days' prior written notice to Grantee specifying the manner in which Grantee has failed to maintain the Premises as above provided, and provided such failures have not been corrected within such 30 day period, or if such correction by its nature requires additional time, Grantee has not commenced correction within such 30 day period and thereafter diligently pursued such correction to completion, may enter upon the Premises and perform the maintenance set forth in said notice. In the event of damage or destruction to any improvements upon the Premises by reason of fire or other casualty, and failure or refusal by Grantee either to restore promptly such improvements or raze and remove such improvements as above provided, then Grantor or Grantor's designated representative, after 30 days' prior written notice to Grantee, provided such failure has not been corrected within such 30 day period, may enter upon the Premises and raze and remove such improvements and landscape the Premises in a slightly manner. The cost of any such work and landscaping performed by Grantor pursuant to this Paragraph 2.B. shall be paid by Grantee within 30 days of the date of delivery to Grantee of a written statement from Grantor specifying the work performed and the cost thereof. Such costs shall be a lien on the Premises in favor of Grantor and a notice of such lien may be recorded against title to the Premises if such costs are not paid within such thirty-day period, and such lien may be foreclosed by Grantor in proceedings in the nature of a mortgage foreclosure with all rights and remedies granted to Grantor that are afforded by the laws of the State of Illinois to secure creditors in such proceedings.

3. Term.

The Terms shall be in effect until the expiration of the Total Site Agreement dated March 7, 1972 (the "Total Site Agreement") recorded on March 24, 1972 in Cook County, Illinois as Document Number 21846182, as modified and Amended by Easement Relocation Agreement, First Amendment to Total Site Agreement, and Highway

Easement Revocation and Drainage Grant Agreement dated as of May 1, 1977 recorded on September 9, 1977 in Cook County, Illinois as Document Number 24099069, unless cancelled by Grantor prior to such expiration, provided, however, that if the Terms are not cancelled by Grantor and if the Total Site Agreement under certain of its provisions has effect beyond its expiration date, the Terms shall, insofar as they relate to such provisions of the Total Site Agreement, continue in effect for so long as such provisions of the Total Site Agreement are effective.

4. Storm Sewer and Sanitary Sewer Connections.

Grantee shall have the right to make one connection to the storm sewer and one connection to the sanitary sewer serving Lincoln Mall Subdivision. Such connections shall be made at locations and in the manner designated by Grantor and under the supervision and control of Grantor so as to cause as little disturbance as reasonably possible to business and activities then being conducted in the Lincoln Mall Subdivision. Any plans and specifications for sewer work to be submitted to Grantor by Grantee pursuant to Paragraph 1 hereof shall show Grantee's sewer connections from its building to the existing connection points.

5. Parking.

Grantee agrees that the Total Site Agreement may be modified at any time and from time to time without the consent of Grantee with respect to the parking restrictions contained in Paragraph 3 thereof (provided, then existing zoning ordinances are not violated and provided the parking restrictions as applied to the Premises are not made more onerous).

6. Rights to Repurchase.

A. If all construction on the Premises, together with other site improvements and parking areas in connection therewith, shall not be completed and Grantee's facilities have not been opened for business with the public within two (2) years after the date hereof, Grantor shall have the right and option, to be exercised by written notice to Grantee given within one hundred twenty (120) days after expiration of said two (2) year period, to repurchase the Premises including the improvements thereon (the "Repurchase Right"). The Premises shall be repurchased from Grantee upon the following terms: (i) the repurchase price (the "Repurchase Price") shall be the purchase price paid by Grantee to Grantor at the time of the purchase of the Premises, plus the cost of construction of any improvements (including site improvements) made by Grantee to Premises following the acquisition thereof (which costs shall be established by copies of paid bills being delivered to Grantor within fifteen (15) days of

Grantor delivering notice to Grantee of its intention to exercise its Repurchase Right), plus or minus prorations for general real estate taxes, utility charges and other similar proratable items; (ii) Grantee shall convey good and marketable title to the Premises to Grantor or its designee, subject only to those matters disclosed on Exhibit A to this Special Warranty Deed, general real estate taxes not yet due and payable and any acts of Grantor; and (iii) closing of the repurchase shall be effected through an escrow within forty-five (45) days following Grantor's exercise of its Repurchase Right and the cost of the escrow and title insurance (including extended coverage) in an amount equal to the Repurchase Price shall be shared equally by Grantor and Grantee. In the event Grantor elects to exercise its Repurchase Option, then within thirty (30) days after determination of the Purchase Price as specified in clause (i) above, Grantor may withdraw its election to exercise its Repurchase Right without any cost or expense.

- B. In the event that Grantee shall have completed its improvements on the Premises and opened for business, then if Grantee (or any lessee of the Premises) shall fail to operate its business at the Premises, and said failure to operate shall continue for a period of two (2) consecutive years or more, then Grantor shall have the right to repurchase the Premises, which right shall be exercisable by written notice to Grantee upon expiration of said two (2) year period and during such period of time thereafter that Grantee (or any such lessee) shall fail to operate its business at the Premises, in which event the repurchase shall take place in accordance with the terms set forth in Paragraph 6.A. above, except that (a) the Repurchase Price for the Premises in such event shall be equal to the greater of (1) \$1,200,000.00, or (2) the then Fair Market Value (as defined below), in either such case plus or minus prorations for general real estate taxes, utility charges and other similar proratable items, and (b) closing shall take place within thirty (30) days after determination of Fair Market Value, as provided below, and Grantor may withdraw its election to repurchase at any time prior to the expiration of fifteen (15) days following such determination. For purposes of determining whether Grantee has opened for business at the Premises as provided in this Paragraph 6.B, Grantee shall be entitled, upon such opening, to give notice thereof to Grantor ("Opening Notice") representing that such opening has occurred and further stating that Grantor's failure to dispute such representation by notice ("Dispute Notice") to Grantee given within thirty (30) days following Grantee's Opening Notice shall constitute conclusive evidence that Grantee has opened for business, and upon failure of Grantor to give a Dispute Notice within such thirty (30) day period, Grantee's opening for business shall be conclusively deemed to have occurred. For purposes of determining whether Grantee (or any lessee of the Premises) has



# UNOFFICIAL COPY

9 2 6 3 4 7 1

operated its business at the Premises under this Paragraph 8.B. within any two (2) year period, Grantee (or any such lessee) shall be deemed not to have operated its business at the Premises for any period of time unless Grantee (or any such lessee) has conducted its regular and ordinary business activities at the Premises on a daily basis (excluding Sundays and national holidays) for a period of at least ninety (90) consecutive days during any such two (2) year period.

The Fair Market Value of the Premises shall mean the value as determined as follows:

Grantor and Grantee shall each (i) select an MAI appraiser (each, an "Appraiser") to determine Fair Market Value, (ii) provide written notice to the other party of such selection, and (iii) instruct the Appraiser chosen by it to complete a written appraisal of the Property within thirty (30) days. The Fair Market Value shall be the average of the values established by the two Appraisers selected by Grantor and Grantee unless such values deviate by more than five percent (5%) of the lesser of the two values. If such values deviate by more than five percent (5%), then the two Appraisers so chosen shall have five (5) days to select a third MAI appraiser acceptable to both Appraisers. The third appraiser shall complete a written appraisal of the Property within thirty (30) days and the Fair Market Value shall be determined by averaging the two appraised values which are closest in value. The costs, fees and expenses of each of the two initial Appraisers shall be paid by the party who appointed such Appraiser, and Grantor and Grantee shall share equally the costs, fees and expenses of the third Appraiser, if a third Appraiser is engaged to appraise the Property. The determination of Fair Market Value using this appraisal procedure shall be binding on both parties. Any appraisal conducted in accordance with the provisions of this appraisal procedure shall be by an independent MAI appraiser with not less than ten (10) years experience evaluating properties of this type. If either Grantor and Grantee fails to appoint a qualified appraiser within the time period described above (or if later, within ten (10) days after receipt of notice from the other party identifying the Appraiser selected by such other party), such party shall be deemed to have accepted the Appraiser appointed by the other party (if such Appraiser is qualified hereunder), such Appraiser's determination of Fair Market Value shall conclusively govern and be deemed to be the Fair Market Value of the Premises and Grantor and Grantee shall share equally the costs, fees and expenses of such Appraiser. Notwithstanding the initiation of the appraisal procedure, Grantor and Grantee may agree to a

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9 2 6 3 - 1 7 1

Fair Market Value at any time prior to the conclusion of the appraisal procedure.

- C. If, during any period when Grantor would be entitled to exercise its repurchase rights under Paragraph 6.B. above, Grantee shall receive a bona fide offer for the purchase of the Premises or any part thereof which offer Grantee desires to accept, Grantee shall deliver to Grantor written notice of such offer setting forth the name and address of the offeror and the terms of such offer. Grantor shall thereafter have fifteen (15) days in which to elect, in writing, to purchase the Premises or any part thereof, on the same terms and conditions contained in the offer. If the Grantor elects to purchase such property the closing for the purchase shall occur ninety (90) days after Grantor's election to purchase such property. In the event Grantor shall elect not to purchase such property, then Grantee shall have ninety (90) days after the expiration of Grantor's fifteen (15) day election period to consummate the sale of such property with the offeror on the terms and conditions set forth in the notice of such offer to Grantor or on terms more favorable to Grantee. In the event, however, that Grantee shall not consummate the sale to the offeror within said ninety (90) day period, then the provisions of this Paragraph 6.C. shall be fully reinstated and the rights of Grantor hereunder shall be restored with respect to any offer to purchase the Premises or any part thereof.

## 7. Notices.

All notices, demands, requests, consents, approvals, designations or other communications (Notices) which Grantor or Grantee is required or desires to give, make or communicate hereunder shall be in writing and sent to the other party by United States registered or certified mail, return receipt requested, or by nationally recognized overnight courier addressed as follows and the same shall be effective three (3) days after deposit in the U.S. mails, if mailed, or upon receipt if delivered by overnight courier:

To Grantor: Public Employees Retirement Association  
of Colorado  
c/o General Growth Management, Inc.  
208 Lincoln Mall Drive  
Matteson, Illinois 60443  
Attn: Mall Manager

with a copy to: The Prudential Realty Group  
One Prudential Plaza  
Suite 1300



UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9 2 3 1 1 7 1

Chicago, Illinois 60601  
Attn: Vice President, IIM

To Grantee:

Best Buy Co., Inc.  
4400 West 78th Street  
P.O. Box 9312  
Bloomington, Minnesota 55434  
Attn: Mr. Pat Matre, Vice-President

with a copy to:

Steven A. Schumeister, Esq.  
Robins, Kaplan, Miller & Ciresi  
2800 LaSalle Plaza  
800 LaSalle Avenue  
Minneapolis, Minnesota 55402-2015

A party may change its address for receipt of notice by service of a notice of such change in accordance herewith.

## 8. Covenants Running with the Land.

The conditions, covenants, restrictions and reservations contained herein are hereby expressly declared to be covenants running with the land and shall be binding upon Grantee and its grantees, successors and assigns, for the benefit of Lot 1 in Lincoln Mall Subdivision, according to the Plat thereof recorded in Cook County, Illinois as Document No. 21840371, and for the benefit of any portion of Lots 8, 9, 10, 11 and 12 in said Lincoln Mall Subdivision (including any sublots in any resubdivision thereof) which may now or hereafter be owned by Grantor; provided, however, that any portion of said Lots 8, 9, 10, 11 and 12 which are not owned by Grantor shall not have the benefit of such conditions, covenants, restrictions and reservations while such portions are owned by parties other than Grantor. Notwithstanding anything contained herein to the contrary, all consents and approvals required to be given with respect to these Deed Restrictions shall be given solely by the owner of Lot 1 in Lincoln Mall Subdivision and the consent or approval of no other party shall be necessary or required.

## 9. Acceptance of Terms.

Grantee by accepting delivery of this Deed agrees to all the Terms hereof and to all obligations to be performed by Grantee hereunder and is deemed to have become a party under the Total Site Agreement and to have assumed and become entitled to all the rights, liabilities, duties and obligations of Grantor under or pursuant to the Total Site Agreement as they relate to the Premises.

Notwithstanding anything to the contrary contained herein, the liability of Grantor under this Indenture shall be limited to the property in Lincoln Mall Shopping Center, Matteson, Illinois owned from time to time by Grantor, and neither

# UNOFFICIAL COPY

9 2 6 3 1 7 1

the officers, trustees, agents or employees of Grantor shall have any liability to Grantee, its permitted successors or assigns, for failure by Grantor to pay or perform any of its obligations under this Indenture.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9 2 6 1 1 4 7 1

IN WITNESS WHEREOF, Grantor has caused this Indenture to be executed in its name to be signed to these presents by its authorized representative, the day and year first above written.

PUBLIC EMPLOYEES'  
RETIREMENT ASSOCIATION OF  
COLORADO

By: Norman Benedict  
Name: NORMAN BENEDICT  
Title: DEPUTY EXECUTIVE DIRECTOR

THIS INSTRUMENT PREPARED BY: Gregory E. Spitzer, Esq., Rudnick & Wolfe, 203 North LaSalle Street, Suite 1800, Chicago, Illinois 60601

SEND SUBSEQUENT TAX BILLS TO: Best Buy Co., Inc., 4400 West 78th Street, P.O. Box 9312, Bloomington, Minnesota 55435, Attn: Mr. Pat Matre, Vice-President

AFTER RECORDING RETURN TO: Steven A. Schumelster, Esq., Robins, Kaplan, Miller & Ciresi, 2800 LaSalle Plaza, 800 LaSalle Avenue, Minneapolis, Minnesota 55402-2015

UNOFFICIAL COPY

STATE OF COLORADO )  
 )SS.  
COUNTY OF DENVER )

I, LOUISE H. SCHAEFER, a Notary Public in and for said County, In the State aforesaid, do hereby certify that NORMAN BENEDICT, DEPUTY EXECUTIVE DIRECTOR of PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such respective officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said association, for the uses and purposes set forth therein.

Given under my hand and notarial seal this 10<sup>th</sup> day of AUGUST, 1992.

*Louise H. Schaefer*  
Notary Public

My Commission Expires:

*January 22, 1994*



# UNOFFICIAL COPY

## EXHIBIT A

### PERMITTED EXCEPTIONS

1. General taxes for the year 1991 and thereafter.
2. Rights of the public, State of Illinois and the Village of Matteson in and to that part of the land dedicated for Lincoln Highway.  
(Affects Total Site Agreement)
3. A perpetual easement for the sole purpose of drainage, as created by Easement Agreement between LaSalle National Bank, as Trustee under Trust Number 40798, and State of Illinois acting by and through its department of public works and buildings, dated December 10, 1970 and recorded March 29, 1971 as Document 21433856, and the terms, limitations, conditions, reservations and covenants contained therein.

Note: Amended by First Amendment dated May 1, 1977 and recorded September 9, 1977 as Document 24099069.

4. Grant for utility purposes made by J. Wesley McCormack, Inc., to the Illinois Bell Telephone Company dated November 3, 1952 and recorded April 6, 1953 as Document 15584692, creating an easement over, upon, etc., a strip of land 1 rod wide parallel with and adjacent to and North of the Northerly right of way line of Michigan Central Railroad being the Southerly 1 rod of part of the Southwest 1/4 of Section 22 (except railroad property and except the east 75 feet by metes and bounds conveyed to Chicago District Pipeline Company), and upon, over and across public roads and streets adjoining said property with right of ingress and egress thereto.  
(Affects Total Site Agreement)
5. Terms, provisions and conditions relating to the Grant of Easement dated May 4, 1990 and recorded May 4, 1990 as Document No. 92207754.  
(Affects Total Site Agreement)
6. Restrictions contained in plat of subdivision recorded December 15, 1950 as Document 14974213 relating to construction and location of water wells and waste disposal system.  
(Affects Outfall Parcel)
7. Restriction contained in Deed recorded September 5, 1952 as Document 15428037 requiring building plans by a licensed architect.  
(Affects Outfall Parcel)
8. Building Line as shown on the plat of said subdivision recorded December 15, 1950 as Document 14974213 as follows:

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9 2 6 1 7 1

50 foot building line on the West lines of Lots 20 and 21.  
(Affects Outfall Parcel)

9. Rights of the adjoining owners to the uninterrupted flow of Butterfield Creek.  
(Affects Outfall Parcel)
10. Easement over the South 10 feet of Lot 20 as shown on the plat of subdivision recorded December 15, 1950 as Document 14974213.  
(Affects Outfall Parcel)
11. Grant of Easement made by Lincoln Mall Properties Inc., recorded September 28, 1977 as Document 24125547 to the Commonwealth Edison Company and the Illinois Bell Telephone Company to construct, install, operate, maintain, renew, relocate and remove from time to time cables, conduits, manholes, and other underground facilities used in connection with the underground transmission and distribution of electric, sounds and signals together with right of access thereto in, over, under, across and along a part of Lot 5 in Lincoln Mall.  
(Affects Total Site Agreement)
12. Grant of Easement made by Union Federal Savings and Loan Association of Cook County, Illinois to the Commonwealth Edison Company to construct, operate, maintain, renew, relocate and remove from time to time, wires, cables, conduits, wholes, transformers, pedestals and other facilities used in connection with electric together with the right of access recorded June 5, 1975 as Document 23104916.  
(Affects Total Site Agreement)
13. Agreement for regulation of parking of motor vehicles and traffic recorded July 2, 1974 as Document Number 22769723 made by the Village of Matteson and Chicago Title and Trust Company as Trustees under Trust Number 57420, and others, and terms contained therein.

Note: Extension Agreement recorded May 15, 1984 as Document 27085793 extending the terms, provisions and conditions of said agreement for an additional five year period, to and including January 31, 1989.

Note: Second Extension Agreement dated December 16, 1989 and recorded April 25, 1990 as Document 90188941, extending the terms, provisions and conditions of said agreement for an additional five year period, to and including January 31, 1994.  
(Affects Total Site Agreement)

14. Declaration of restrictions and easement for ingress and egress, 50 feet in width as created by Declaration recorded November 8, 1968 as Document 20671343, and terms and conditions therein contained.

Note: Amended by Document Number 23796658 through 23796664, 23562217, and 24060855.  
(Affects Total Site Agreement)

15. Reciprocal Construction Operation and Easement Agreement dated March 7, 1972, and recorded on March 24, 1972 as Document 21846183 by and between Chicago Title and Trust Company, a corporation of Illinois, as Trustee under Trust Agreement dated June 4, 1971 and known as Trust Number 57420, Carson Pirie Scott and Company, a Delaware corporation, J.C. Penney Properties, Inc., a Delaware corporation, Montgomery Ward Development Corporation, a Delaware corporation, and Wieboldt Stores, Inc., an Illinois corporation, in, on, over, upon and under Lots 1, 3, 4, 5 and 6 in Lincoln Mall subdivision as shown on the plot plan attached to said Reciprocal Construction, Operation and Easement Agreement.

Note: In Document 22551241 dated August 9, 1973 and recorded November 21, 1973, Lincoln Mall Properties, Inc., assumed the terms, conditions, covenants and agreements set forth in the aforesaid Reciprocal Construction Operation and Easement Agreement and in the Total Site Agreements recorded as Documents 21846182 and 21846183, said agreements being amended by First Amendment dated May 1, 1977 and recorded September 9, 1977 as Document 24099069.

16. Total Site Agreement dated March 7, 1972 and recorded March 24, 1972 as Document 21846182 by and between Chicago Title and Trust Company, a corporation of Illinois, as Trustee under Trust Agreement dated June 4, 1971 and known as Trust Number 57420, Carson Pirie Scott and Company, a Delaware corporation, J.C. Penney Properties, Inc., a Delaware corporation, Montgomery Ward Development Corporation, a Delaware corporation, Wieboldt Stores, Inc., an Illinois corporation, and Chicago Title and Trust Company, a corporation of Illinois, as Trustee under Trust Agreement dated July 30, 1971 and known as Trust Number 57855, in, on, over, upon and under Lots, 1, 3, 4, 5, 8, 9, 10, 11 and 12 in Lincoln Mall subdivision aforesaid as shown on the plot plan attached to the said Total Site Agreement.

Note: In Document 22551241 dated August 9, 1973 and Recorded November 21, 1973, Lincoln Mall Properties, Inc., assumed the terms, conditions, covenants and agreements set forth in the aforesaid Reciprocal Construction Operation and Easement Agreement and in the Total Site Agreements recorded as Documents 21846182 and 21846183, said agreements being amended by First Amendment dated May 1, 1977 and recorded September 9, 1977 as Document 24099069.

17. Grant of Easement for the Benefit of Lot 8 in Lincoln Mall aforesaid, a 15 foot easement over and under and across the spoke road portion of Lot 5 in Lincoln Mall aforesaid as shown on Exhibit B attached to said Grant for the installation, operation, maintenance, repair, replacement, relocation and removal of water lines, gas mains and electrical power lines (all of such lines and mains to be underground) as contained in Total Site Agreement dated March 7, 1972, and Recorded March 24, 1972, as Document No. 21846182, and terms and conditions thereof.  
(Affects Total Site Agreement)

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

9 2 6 3 1 7 1

18. Interest of the Commonwealth Edison Company by virtue of facilities on the land as disclosed by letter from said utility dated February 21, 1990.  
(Affects Outfall Parcel)
19. Mortgage dated October 31, 1985 and recorded October 31, 1985 as Document 85261571 made by Chicago Title and Trust company, as Trustee under Trust Number 1085200 to Trustee of Mellon Participating Mortgage Trust Commercial Properties Series 85/10 to secure a Note for \$168,000,000.00.  
(Affects Total Site Agreement)
20. Lease dated October 30, 1985 and recorded October 31, 1985 as Document 85261572 made by Chicago Title and Trust Company as Trustee under Trust Number 1085200 to Six Anchors Ltd. Partnership, for a term of years ending January 31, 2026, and rights of all parties claiming thereunder.  
(Affects Total Site Agreement)
21. Assignment of Rents dated October 31, 1985 and recorded October 31, 1985 as Document 85261573 made by Chicago Title and Trust Company, as Trustee under Trust Number 1085200 to Trustees of Mellon Participating Mortgage Trust Commercial Properties Series 85/10.  
(Affects Total Site Agreement)
22. Non-Disturbance Agreement dated October 30, 1985 and recorded October 31, 1985 as Document 85261574 made by Trustees of Mellon Participating Mortgage Trust Commercial Properties Series 85/10.  
(Affects Total Site Agreement)
23. Right of First Refusal dated October 30, 1985 and recorded October 31, 1985 as Document 85261575 made by Chicago Title and Trust Company, as Trustee under Trust Number 1085200, and Six Anchors Ltd. Partnership, to Carson Pirie Scott & Co.  
(Affects Total Site Agreement)
24. Security Interest of Trustees of Mellon Participating Mortgage Trust Commercial Properties Series 85/10, secured party, in certain described chattels on the land, as disclosed by financing statement executed by Chicago Title and Trust Company, as Trustee under Trust Number 1085200, debtor, and filed on October 31, 1985 as No. 85U33615.  
(Affects Total Site Agreement)
25. Mortgage dated December 19, 1985 and recorded December 20, 1985 as Document 85331967 made by Wieboldt Stores, Inc. to Household Commercial Financial Services, Inc. to secure a Note for \$32,500,000.00.  
(Affects Total Site Agreement)
26. Security Interest of Household Commercial Financial Services, Inc., secured party, in certain described chattels on the land, as disclosed by financing statement executed by Wieboldt's Stores Inc., debtor, and filed on December

# UNOFFICIAL COPY

- 20, 1985 as No. 85U38696 and amended by Statement filed July 1, 1988 as Number 88U16063.  
(Affects Total Site Agreement)
27. Mechanic's Lien Claim for \$8,050.68 by Burton W. Fry, doing business as park Electric Co. against C. W. Mears and Lincoln Mall Recorded May 11, 1989 as Document 89213157.  
(Affects Total Site Agreement)
28. Grant of Easement made by Chicago Title and Trust Company, as Trustee under Trust Agreement dated July 30, 1971 and known as Trust Number 57855 to LaSalle National Bank, as Trustee under Trust Agreement dated June 21, 1972 and known as Trust Number 54580 dated May 9, 1980 and recorded June 6, 1980 as document 25479097.
29. Covenants and Restrictions relating to Grantee being a "Party" under Total Site Agreement recorded as Document 21846182 and Amendment recorded as Document 24099069, and assuming all rights, liabilities, duties and obligations of grantor thereunder and relating to: Use of the land, size, location, number of spaces and construction of parking areas; construction of driveways and roadways; constructions location and screening of loading docks and service areas, maximum ground coverages of Buildings; Building location and set back requirements; building design criteria, location and screening of mechanical equipment, sign criteria all as contained in Deed from Chicago Title and Trust Company, a corporation of Illinois, as Trustee under Trust Agreement dated July 30, 1971 known as Trust Number 57855 to Lehndorff USA (Central) Limited, corporation of Illinois, recorded June 27, 1984 as Document 27149134.
30. Grant of Easement (known as Easement Grant Number 24) dated November 27, 1989 and recorded December 20, 1989 as Document 89609486 made by Chicago Title and Trust Company, a corporation of Illinois, as Trustee under Trust Agreement dated June 4, 1971 and known as Trust Number 57420, to Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation of Illinois, its successors and assigns which grants temporary easement over the west 10 feet of Lots 20 and 21 (except the North 40 feet) also the West 10 feet of the South 100 feet of the North 153.49 feet of Lot 21 lying East of the West 10 feet thereof as shown on Exhibit 24A attached thereto for the purposes of constructing a sewer over adjoining land; together with terms and conditions contained therein.  
(Affects Outfall Parcel)
31. Easements for concrete headwall and culvert pipe on West 10 feet of Lot 21 as disclosed by letter by Edwin Hancock Engineering Company, dated February 22, 1990.  
(Affects Outfall Parcel)
32. Easement for public utilities and sewers as shown on Utility/Underground Survey by J.M. Hank and Associates, dated December 22, 1989, Number 89-2273, Sheet 5.  
(Affects Outfall Parcel)

# UNOFFICIAL COPY

9 2 6 1 1 4 7 1

33. Rights of parties to the uninterrupted flow of the waters in the stream running east and west through Parcel 6 as disclosed by survey noted above. (Affects Outfall Parcel)
34. Covenants, conditions, restrictions, easements and agreements of record.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office