

# UNOFFICIAL COPY

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2002-03-29 13:11:22

Cook County Recorder

35.00



0020358819

## SPECIAL WARRANTY DEED

7914582 DT COX  
THIS INDENTURE, made this 18<sup>th</sup> day of March, 2002, between THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, duly authorized to transact business in the State of Illinois, party of the first part, and REGENT PARK CITY HOMES II, L.L.C., an Illinois limited liability company, party of the second part, having its principal office at 2711 W. Howard St., Chicago, Illinois

60645, that the party of the first part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars and other good and valuable consideration, in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, by these presents does REMISE, RELEASE, ALIENATE AND CONVEY unto the party of the second part and to their heirs and assigns, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit the real estate legally described on Exhibit A attached hereto and made a part hereof (the "Real Estate"), SUBJECT TO the exceptions to title set forth on Exhibit B attached hereto and made a part hereof (collectively, the "Permitted Exceptions").

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anyway 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, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances, subject to the aforesaid Permitted Exceptions: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances unto the party of the second part, their heirs and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, their 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, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to the aforesaid Permitted Exceptions.

By acceptance and recordation of this Special Warranty Deed, the party of the second part for itself and on behalf of its successors and assigns ("Grantee") hereby covenants and agrees as a covenant running with the land hereby created and imposed upon the Real Estate by Grantor, that Grantee shall be responsible for designing for the review and approval of the party of the first part, its successors and assigns ("Grantor"), and for subsequently constructing: (i) an

**BOX 333-CTI**

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aesthetically pleasing engineered noise buffer to be constructed by Grantee, at Grantee's expense, on the Real Estate along the Real Estate's entire northern and eastern boundary line simultaneously with Grantee's initial construction on the Real Estate, with Grantee, its successors and assigns to thereafter be responsible for repairing and maintaining the same consistent with Grantor's prior written approval; and (ii) sound-proof window and wall insulation to be installed and constructed by Grantee, at Grantee's expense, in all windows and walls on each level of the improvements on the Real Estate which face the Real Estate's northern and eastern boundary. Grantor's approval shall be granted or denied within thirty (30) days of Grantee's submission of construction-ready plans to develop said buffer. Grantee's zoning and building permit applications shall include the matters described in Subpart (i) and (ii), above, approved by Grantor. This covenant shall run with the Real Estate and bind Grantee, tenants and other occupants;

In addition to the foregoing, by acceptance and recordation of this Special Warranty Deed, Grantee hereby covenants and agrees that Grantee's zoning and building permit applications and petitions and resulting approvals and permits (hereinafter referred to collectively as "Governmental Applications and Approvals") shall be consistent with the provisions in the preceding paragraph and shall feature designs which do not cause either Grantor's adjacent property to the north and east of the Real Estate to become illegal, non-conforming, or legal non-conforming with respect to matters which include, but are not limited to, required yards and set-backs. Grantor shall have the right to review and approve Grantee's applications and petitions for zoning and building permits prior to the time each is filed with Grantor's approval not to be unreasonably withheld or unduly delayed, and to require that Grantee terminate, withdraw and rescind or cause to be rescinded any Governmental Applications and Approvals inconsistent with this Deed. In addition, Grantor reserves the right to refuse to approve a zoning application or building permit application if it would cause Grantor's adjacent property to the north and east of the Real Estate to become either illegal, non-conforming or legal non-conforming under applicable laws and ordinances, and to require that Grantee terminate, withdraw, rescind or cause to be rescinded any Governmental Applications and Approvals which would, in Grantor's opinion cause Grantor's adjacent property to the north and east of the Real Estate to become illegal, non-conforming, or legal non-conforming. All such Governmental Applications and Approvals shall obligate Grantee and not Grantor, including any donations or payments or any other conditions, regulations, costs or charges. This covenant shall run with the Real Estate and bind Grantee, tenants and other occupants.

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IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Sr. Vice President, and attested by its SECRETARY, the day and year first above written.


THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation


By: *CL Thompson*  
Name: CL THOMPSON  
Its: SR. VICE PRESIDENT

Attest: *Peter Kuffman*  
Its: \_\_\_\_\_ Secretary



Property of Cook County Clerk's Office

|   |                                  |              |                          |
|---|----------------------------------|--------------|--------------------------|
| STATE TAX<br><br>REAL ESTATE TRANSFER TAX<br>DEPARTMENT OF REVENUE | STATE OF ILLINOIS<br>MAR. 28. 02 | # 0000025563 | REAL ESTATE TRANSFER TAX |
|   |                                  |              | 0193850                  |
|   |                                  |              | FP 102808                |

|  |   |              |                          |
|--|---|--------------|--------------------------|
| COUNTY TAX<br><br>REVENUE STAMP | COOK COUNTY<br>REAL ESTATE TRANSACTION TAX<br>MAR. 28. 02 | # 0000025635 | REAL ESTATE TRANSFER TAX |
|  |   |              | 0096925                  |
|  |   |              | FP 102802                |

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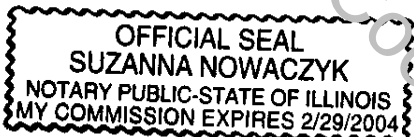
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STATE OF ILLINOIS

COUNTY OF COOK

I, SUZANNA NOWACZYK, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that C.L. Thompson personally known to me to be the Sr. Vice President of THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, and PETER KAUFFMAN, personally known to me to be the \_\_\_\_\_ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and \_\_\_\_\_ Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 18<sup>TH</sup> day of MARCH, 2002.



Suzanna Nowaczyk  
Notary Public

Commission expires 2/29/2004

This instrument was prepared by: John J. Lawlor, Esq.  
Sonnenschein Nath & Rosenthal  
8000 Sears Tower  
Chicago, Illinois 60606

After recording send to:

SEND SUBSEQUENT TAX BILLS TO:

Kenneth H. Denberg  
(Name)


Ben Weinschneider  
(Name)

Mail to: Michael Best & Fredrich LLC  
401 N. Michigan  
(Address)

2711 W. Howard  
(Address)

Chicago, IL 60611  
(City, State and Zip)

Chicago, IL 60645  
(City, State and Zip)

OR City of Chicago Real Estate  
Dept. of Revenue Transfer Stamp  
273704  \$14,538.75  
03/26/2002 16:24 Batch 14397 41

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE REAL ESTATE

THAT PART OF LOT 2 (EXCEPT THE WEST 66 FEET THEREOF) IN THE SUBDIVISION OF THE WEST 1/2 (IN AREA) OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 51 MINUTES 56 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 2, 408.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 56 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 2, 330.00 FEET, MORE OR LESS, TO THE EASTERLY LINE OF KEDZIE AVENUE; THENCE NORTH 01 DEGREES 35 MINUTES 45 SECONDS EAST ON THE EASTERLY LINE OF KEDZIE AVENUE, 240.00 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 56 SECONDS EAST, 330.00 FEET; THENCE SOUTH 01 DEGREES 35 MINUTES 45 SECONDS WEST, 240.00 FEET TO THE PONT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Permanent Index Number: Part of 10-36-300-004-0000

Address of Real Estate: Vacant land; 6631-6647 North Kedzie Avenue, Chicago, Illinois.

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## EXHIBIT B

### PERMITTED EXCEPTIONS

1. General real estate taxes for the second installment of 2001 and subsequent years not yet due or payable.
2. Possible unrecorded easements to maintain sanitary manholes, catch basins and utility poles as depicted on the survey by B&G Survey Co., Inc. dated May 9, 2001 Number 99-2671-Rev4-A.
3. Environmental No Further Remediation Letter recorded March 22, 2002 with the Cook County Recorder of Deeds as Document No. 0020329734.

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## PLAT ACT AFFIDAVIT

STATE OF ILLINOIS )  
  )  
  )  ss.  
COUNTY OF COOK   )

The Peoples Gas Light and Coke Company, by Charles L. Thompson, its Sr. Vice President, being duly sworn on oath, states that its principal office is at 130 East Randolph Drive, Chicago, Illinois and that the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

A. Said Act is not applicable because the grantors own no adjoining property to the premises described in the deed;

-- or --

B. The conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959:

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre of any recorded subdivision which does not involved any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interest therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
- ⑤. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;

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9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO THE ATTACHED DEED.

Affiant further states that he makes this Affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

THE PEOPLES GAS LIGHT AND COKE  
COMPANY, an Illinois corporation

By: *[Signature]*  
Title: SR VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME  
this 17<sup>th</sup> day of March, 2002.

*Suzanna Nowaczyk*  
Notary Public  
My commission expires 2/29/2004

