

# UNOFFICIAL COPY

FIRST AMERICAN TITLE  
ORDER # 2794050



\*1702334009D\*

## SPECIAL WARRANTY DEED

Woodfield Green, LLC, a limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to it paid by The Village of Schaumburg, an Illinois municipal corporation ("Grantee") whose mailing address is 101 Schaumburg Court, Schaumburg, Illinois, the receipt and sufficiency of which are hereby acknowledged and confessed, has, GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, AND CONVEY

Doc# 1702334009 Fee \$46.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

AFFIDAVIT FEE: \$2.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/23/2017 09:26 AM PG: 1 OF 5

that certain tract of land ("Land") described on Exhibit A attached hereto and incorporated herein, together with all improvements thereon and all rights and appurtenances appertaining thereto (herein collectively called the "Property").

This conveyance is given and accepted subject to (i) the permitted exceptions set forth on First American ALTA Commitment File No. C-2794050 attached hereto and incorporated herein, (ii) discrepancies, conflicts in boundary lines, shortages in area, encroachments and any state of facts which an accurate survey of the Property would disclose or which are shown on the public records, (iii) rights of tenants as tenants only, and (iv) laws, regulations, resolutions or ordinances, including, without limitation, building, zoning and environmental protection, as to the use, occupancy, subdivision, development, conversion or redevelopment of the Property imposed by any governmental authority (herein called the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property and all improvements located thereon, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its legal representatives, successors, and assigns forever; and Grantor does hereby bind itself, its legal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

Other than the special warranty of title set forth in this deed and as expressly stated in the Agreement of purchase and sale whereby grantee agreed to purchase from grantor (the "Agreement"), and grantor agreed to sell to grantee, the property, grantor conveys the property to grantee and by accepting this deed, grantee accepts the property **as-is, where-is, with all faults** and grantor makes no representations or warranties with respect to the physical condition or any other aspect of the property, including, without limitation, (i) the structural integrity of any improvements on the property, (ii) the manner, construction, condition, and state of repair or lack of repair of any of such improvements, (iii) the conformity of the improvements to any plans or specifications for the property, including but not limited to any plans and specifications that may have been or which may be provided to grantee, (iv) the conformity of the property to past, current or future applicable zoning or building code requirements or the compliance with any other laws, rules, ordinances, or regulations of any government or other body, (v) the financial earning capacity or history or expense history of the operation of the property, (vi) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise, (vii) the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, susceptibility to landslides, sufficiency of undershoring, sufficiency of drainage, (viii) whether the property is located wholly or

VILLAGE OF SCHAUMBURG  
REAL ESTATE TRANSFER TAX

30845

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partially in a flood plain or a flood hazard boundary or similar area, (ix) the existence or non-existence of asbestos, underground or above ground storage tanks, hazardous waste or other toxic or hazardous materials of any kind or any other environmental condition or whether the property is in compliance with applicable laws, rules and regulations, (x) the property's investment potential or resale potential at any future date, at a profit or otherwise, (xi) any tax consequences of ownership of the property or (xii) any other matter whatsoever affecting the stability, integrity, fitness for use or other condition or status of the land or any buildings or improvements situated on all or part of the property (collectively, the "property conditions"), and by accepting this deed, **grantee hereby unconditionally and irrevocably waives any and all actual or potential rights grantee might have regarding any form of warranty, express or implied or arising by operation of law, including, but in no way limited to any warranty of condition, habitability, merchantability or fitness for a particular purpose** relating to the property, its improvements or the property conditions, such waiver being absolute, complete, total and unlimited in any way, except to the extent otherwise provided in the agreement.

[Signature Page Follows]

Prepared By:  
Law Offices of Gregory Gann  
1480 Renaissance Dr. Ste 201  
Park Ridge, IL 60068

Mail to & Tax Bills To:  
The Village of Schaumburg  
101 Schaumburg Ct  
Schaumburg, IL 60193

REAL ESTATE TRANSFER TAX

23-Jan-2017

COUNTY:	0.00
ILLINOIS:	0.00
TOTAL:	0.00



07-12-101-017-0000

| 20170101600884 | 1-81-097-152

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WITNESS THE EXECUTION HEREOF as of the 18th day of January, 2017.

**GRANTOR:**

Woodfield Green, LLC,  
a Delaware limited liability company

By: [Signature]  
Name: Jared Lucero  
Title: Manager  
COUNTY OF UTAH )

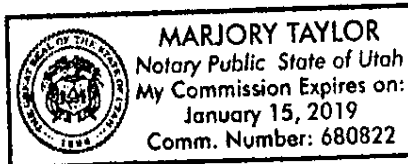
) ss.

STATE OF UTAH )

This instrument was acknowledged before me on JANUARY 10, 2017, by Jared Lucero, Manager of Woodfield Green, LLC, in its capacity as manager.

[seal]

Notary Public



My commission expires: 1/15/19

*Exempt under provisions of paragraph 1  
Section 31-45/ Real Estate Transfer Tax Law.  
[Signature] - Representative.*

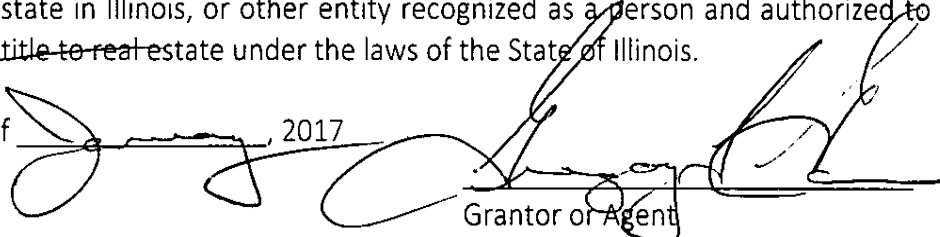
Property of Cook County Clerk's Office

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## STATEMENT BY GRANTORS AND GRANTEES

The grantors, or their agent affirm that, to the best of their knowledge, the names of the grantees as shown on the deed or assignment of beneficial interest in a land trust are either natural persons, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

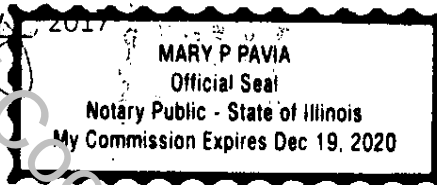
Dated this 10<sup>th</sup> day of January, 2017

  
Grantor or Agent

SUBSCRIBED AND SWORN TO

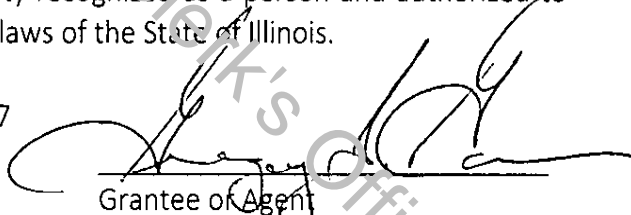
before me by said Grantor  
this 10<sup>th</sup> day of January, 2017

Mary P. Pavia



The grantees, or their agent affirm that, to the best of their knowledge, the names of the grantees as shown on the deed or assignment of beneficial interest in a land trust is either natural persons, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

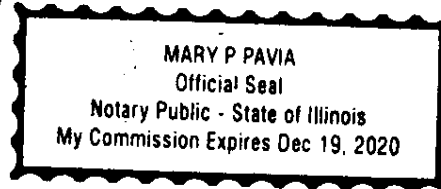
Dated this 10<sup>th</sup> day of January, 2017

  
Grantee of Agent

SUBSCRIBED AND SWORN TO

before me by said Grantor  
this 10<sup>th</sup> day of January, 2017

Mary P. Pavia



Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses.

[Attached to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Act.]

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## EXHIBIT A

### LEGAL DESCRIPTION

Legal Description: Parcel I:

Lots 4 and 5, in Walden International, being a subdivision of part of fractional Section 1 and part of the North half of Section 12, both in Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel II:

An easement appurtenant for the benefit of Parcel I as created by Declaration of Protective Covenants recorded March 28, 1980 as Document No. 25406331, as modified by amendment to Declaration of Protective Covenants recorded July 3, 2001 as Document No. 0010588003, for ingress, egress, drainage and access to utilities as specified therein, all as contained within Walden International Subdivision.

Parcel III:

An easement appurtenant for the benefit of Parcel I as created by Agreement recorded June 13, 1983 as Document No. 26640290 for underground general utility purposes and ingress and egress, as specified therein, all as contained within Walden International Subdivision.

Permanent Index #'s: 07-12-101-017-0000 (Vol. 187) and 07-12-101-018-0000 (Vol. 187)

Property Address: 1920-1930 Thoreau Drive, Schaumburg, Illinois 60173

Property of Cook County Clerk's Office