

SB 3053  
SLC 1193554

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This instrument was prepared by:

Thomas J. Canna  
Canna Law Offices, P.C.  
10710 W. 143<sup>rd</sup> Street, Suite 15  
Orland Park, IL 60462

Doc# 2228057029 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00  
KAREN A. YARBROUGH  
COOK COUNTY CLERK

DATE: 10/07/2022 12:14 PM PG: 1 OF 12

After recording return to:

Timothy S. Breems, Sr.  
Ruff, Freud, Breems & Nelson Ltd.  
200 North LaSalle Street, Suite 2020  
Chicago, Illinois 60601

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made as of the 1st day of December, 2021, is between Whitehorse Properties, Inc., an Illinois corporation, with its principal place of business at 10730 S. Burley, Chicago IL 60617 ("Grantor"), and The Invert Chicago LLC an Illinois limited liability company, having an address of 10548 S. Ewing Ave., Chicago, IL 60617 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does GRANT, BARGAIN, AND SELL unto Grantee, and to its successors and assigns, FOREVER, the following described real estate situated in the County of Cook and State of Illinois known and described as follows, to wit:

See Exhibit A attached hereto and made a part hereof (the "Land"),

together with all buildings, structures, parking lots, fixtures, infrastructure, and other improvements situated on the Land and all of Seller's right, title, and interest, if there are any, in (a) all mineral, stone, oil, gas, and other hydrocarbon substances on and under the Land, (b) all development, air, and water rights relating to the Land, (c) all land lying in the bed of any street, road, or avenue, open or proposed, at the foot of, adjoining, or below the Land, (d) all strips, rights-of-way (including public and private vehicular and pedestrian rights-of-way), and pores adjoining or adjacent to the Land, (e) all easements, reciprocal easement agreements, and operating agreements, (f) all rights, whether or not of record, appurtenant to the Land, and (g) any rail spurs on, adjoining, or adjacent to the Land (collectively, the "Property"). TO HAVE AND TO HOLD the Property, unto Grantee, its successors and assigns forever.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with Grantee, its 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 provided on Exhibit B, and WILL WARRANT AND DEFEND against all persons lawfully claiming or to claim the same, by through or under it, subject to the matters described on Exhibit B, and not otherwise.

[The signature page follows]

**REAL ESTATE TRANSFER TAX** 05-Oct-2022



CHICAGO:	0.00
CTA:	0.00
<b>TOTAL:</b>	<b>0.00</b>

26-18-404-001-0000 | 20221001658561 | 0-770-747-984

\* Total does not include any applicable penalty or interest due.

**REAL ESTATE TRANSFER TAX** 05-Oct-2022



COUNTY:	0.00
ILLINOIS:	0.00
<b>TOTAL:</b>	<b>0.00</b>

26-18-404-001-0000 | 20221001658561 | 0-407-400-016

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Signed:

Whitehorse Properties, Inc.,  
an Illinois corporation

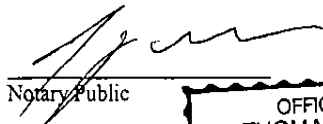
By: 

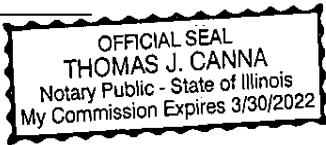
Name: Alan C. Beemsterboer  
Title: President

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )


I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named, Alan C. Beemsterboer, the President of Whitehorse Properties, Inc., an Illinois corporation, 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 he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 1st<sup>th</sup> day of December, 2021.

  
Notary Public



EXEMPT UNDER PROVISIONS  
OF PARAGRAPH D, SECTION 4,  
REAL ESTATE TRANSFER ACT

 December 1, 2021

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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## EXHIBIT A

### Legal Description

LOTS 1 TO 48 IN BLOCK 3, LOTS 1 TO 48 IN BLOCK 4 ALSO THAT PART OF VACATED BUFFALO AVENUE LYING SOUTH OF THE SOUTH RIGHT OF WAY OF 110TH STREET TO THE NORTH LINE VACATED 111TH STREET IN RUSSELL'S SUBDIVISION OF THE SOUTH 1/2 EAST OF THE RIVER IN SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 11000 South Buffalo Avenue, Chicago, Illinois 60617

PINS: 26-18-404-001-0000, 26-18-405-057-0000, 26-18-405-056-0000

Property of Cook County Clerk's Office

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## EXHIBIT B

1. General real estate taxes for the year(s) 2021 and subsequent years.

Note: The taxes for the year(s) 2021 are not yet due and payable

2. Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.
3. Rights of way for drainage ditches, tile, feeders and laterals, and other drainage easements, if any.
4. Rights of adjoining owners to the uninterrupted flow of any stream which may cross the subject land.
5. Rights of Municipality, the State of Illinois, the public and adjoining owners, public and quasi-public utilities for the maintenance of poles, conduits, sewers and other equipment, if any, in and to vacated street or alleys.
6. Railroad right of way, switch and spur tracts, if any.
7. Rights of the United States of America and State of Illinois in and to the control and regulation of improvements and installations along the United States Dock Lines of the Calumet River (Affects Parcel 1)
8. Right of the United States of America to Establish and re-establish dock lines on that part of the land bordering on the Calumet River (New Channel). (Affects Parcel 1)
9. Rights of United States of America, the State of Illinois, the Municipality and the public in and to that portion of the land falling in the Meander Line and High Water Line of the Calumet River (New Channel). (Affects Parcel 1)
10. Rights, if any, of the Riparian Owners abutting the shore of the Calumet River opposite land to such parts of said premises as lie beyond the former center thread of the stream of said river by reason of the change of channel having been made by artificial means. (Affects Parcel 1)
11. Easements for navigation purposes as set forth in instrument dated 12-23-1964 and recorded 1-4-1965 as document number 19347553 made by and between Republic Steel Corporation and The United States of America pursuant to the Rivers and Harbors Act of 1962 (76 Stat. 1173.app October 23, 1962) (Affects Parcel 1)
12. Easement for Sewer together with right of access thereto over upon and under a strip of land 10 feet in width the center of which is describes as follows: Beginning at the intersection of the South line of East 114th Street and the West line of the East 1/4 of the Northeast 1/4 of Section 19 hereinafter described, thence South along the West line for a distance of 1494 feet, thence Southwesterly on a straight line to a point 1525 feet South of the South line of West 114th Street and 28 feet West of the East line of South Burley

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Avenue produced from the South and thence South on a straight line parallel to the East line of Burley Avenue produced from South to the North terminus of Burley Avenue located about 294 feet North of North line of East 117th Street, as granted by Republic Steel Corporation to the City of Chicago dated 7-8-1938 in instrument recorded 12-13-1940 as document number 12593713. (Affects Parcels 1, 3 and 4)

13. Perpetual easement reserved in instrument recorded as document number 14034978 and filed as document number LR 1144871 for use of 1015 lineal feet, more or less, of Railroad Tract as shown in Yellow on maps attached thereto located on the following described property: That part of the Southeast 1/2 of Section 18, Township 37 North, Range 15 East of the Third Principal Meridian, bounded and describe as follows: Beginning at a point on the Center line of East 111th Street (now vacated) 121.8 feet West of the West line of South Burley Avenue thence North 89 Degrees 18 Minutes 20 Seconds West along the center line of said Vacated 111th Street, 334.4 feet to a point, thence Northeasterly along a curved line a Radius of 400 feet convex to the Southeast an Arc distance of 484.63 feet to a point of tangency, said point being 376.02 feet North of the center line of East 111th Street (Vacated) measured along that last described course, thence North 9 degrees 49 minutes 33 seconds East 455.76 feet to a point 121.8 feet West of West line of South Burley Avenue and 1500 feet North of the center line of said East 111th Street (vacated) thence South 0 degrees 21 minutes 13 seconds West 1500 feet to the point of beginning. (Affects Parcel 2)
14. Perpetual right and easement created in the grant from Defense Plant Corporation to the United States of America dated 6-18-1943 and recorded 7-28-1943 as document number 13114721 of the right to enter upon, dig or cut away any and remove any and all of the following described part of the premises in question as may be required for the construction and maintenance of the improvement of the Channel of the Calumet River and for the maintenance of the aforesaid work of improvement, as set for in House Document # 494, 72nd Congress, 2nd session and to maintain the portion cut away and removed as a part of the Navigable Water of the United States, reserving, however, to the 1st party, its successors and assigns all such rights and privileges in said tract of land as maybe used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to 2nd party, to wit: Parts of Sections 18 and 19, Township 37 North, Range 15, East of the Third Principal Meridian, more particularly described as follows: Beginning at the intersection of the South line of Section 18 (being also the North line of Section 19) and the Easterly United States Channel Line of the Calumet River, as established by Survey of the United States Engineer Office, War Department, (as shown on sheet number 6 dated March 1939 and sheets 7 and 8 dated March 1938) titled control Survey Calumet River" thence along said Easterly United States Channel Line North 1 degrees, 41 minutes, 52.9 seconds East 283 feet to a point; Thence South 88 Degrees 18 minutes 7.1 seconds East 81.34 feet to a point on the Easterly Dock Line (as established by the Corps of Engineers, United States Army) of said Calumet River, thence South 2 degrees 59 minutes 44.9 seconds West 281.12 feet along said dock line to a point of intersection of said dock line with the South line of said Section 18; thence South 2 Degrees 59 minutes 44.9 seconds West 945.58 feet along said dock line to a point; thence continuing along said dock line South 3 degrees 29 minutes 15.7 seconds East 1337.85 feet to a point; thence South 60 degrees 23 minutes 15.2 seconds West 44.72 feet to a point on said Easterly United States Channel Line; thence North 7 degrees 26 minutes 2.8 seconds West along said Easterly United States Channel line 874.40 feet to a point; thence North 1 degree 41 minutes 52.9 seconds East along said Channel Line 1435.28 feet to the point of beginning. (Affects part of the land and other property)

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15. Covenants, agreement and conditions contained in the Quit Claim deed from Consolidated Rail Corporation to Republic Steel Corporation dated 9-9-1981 and recorded 1-27-1981 as document number 25752213 as follows:

(A) That grantor shall not be liable or obligated to construct or maintain any fence between the land herein-before described and land of grantor adjoining the same; or be liable or obligated to pay for any part of the cost or expense of constructing or maintaining such a fence or any part thereof, or be liable for any compensation for any damage that may result by reason of the non-existence of such a fence;

(B) That in the event of tracks of the railroad of grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over said railroad in the vicinity of the land herein-before described are changed so that they shall pass overhead or underneath the said tracks and railroad, or in the event any grade crossing is vacated and closed, the said grantee, as owner of the land herein-before described, shall not ask, demand, recover or receive any compensation whatsoever for any damage of whatsoever nature caused by or in any manner growing out of the separation or change of grades of said railroad and/or said streets, avenue, roads, lanes, highways or alleys or out of the vacation and closing of any grade crossing;

(C) That should a claim adverse to the title hereby quit claimed be asserted and/or proved, no recourse shall be had against the grantor herein; and

(D) That said grantee shall not have or assert any claim or demand whatsoever for compensation for damages, whether said damages be direct or consequential, to the land herein-before described or to any buildings or improvements now or hereafter erected thereon, or to the contents thereof, which may be caused by the operation, maintenance, repair or renewal of grantor's railroad, except as may be caused by, or arising from, the sole negligence of grantor, or which may be caused by vibration resulting from the operation, maintenance, repair or renewal thereof; and the said grantee hereby expressly released the said grantor from liability for any such damages.

(Affects Parcel 3)

16. Rights of the public in and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenance now existing and remaining in, on under, upon, over and across and through the land together with the right to maintain, repair, renew, replace, use and remove same, as disclosed and made subject in the Quit Claim Deed from Consolidated Rail Corporation, a corporation of Pennsylvania, to Republic Steel Corporation, a Corporation of New Jersey, dated January 2, 1981 and recorded 1-27-1981 as document number 25752213.
17. Easement in South Chicago and Southern Railroad Company in lot 16 block 28 in Russell's subdivision aforesaid by virtue of the condemnation decree in case number 7098C0 Court.
18. Lease made by South Chicago and Southern Railroad Company, a corporation of Indiana and Illinois to Pennsylvania Railroad Company, a corporation of Pennsylvania dated March 28, 1921 and recorded November 14, 1922 as document 7714336 for the term of 999 years from and including January 1, 1921 and all rights there under of all acts done

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or suffered there under by said lessee or by any party claiming by, through, or under said lessee. (Affects Parcel 3)

19. Easement in favor of Republic Engineered Steels, Inc., its successor and assigns, for the purpose of a walkway easement, ingress and egress, recorded/filed December 1, 1989 as document Number 89572950 affecting a portion of the land, and the terms and provisions contained therein. (Affects that portion of parcel 1 described as follows: a 12 foot easement, 6 feet on either side of the following described line: beginning at a point on a line 1283.0 feet south of and parallel to the north line of the northeast 1/4 of section 19, aforesaid, said line having a bearing of south 89 degrees 14 minutes 15 seconds east, said point being 1323.26 feet west of the east line of said northeast 1/4 of section 19, (as measured on said line 1283.0 feet south of the north line of said northeast 1/4 of section 19), said point also being 32.07 feet east of the east right of way line of Conrail railroad right of way (said right of way being 116.40 feet wide) (formerly South Chicago and Southern Railroad); thence north 00 degrees 23 minutes 40 seconds east on a line drawn parallel to the east line of said railroad right of way a distance of 94.57 feet to a point; thence north 89 degrees 53 minutes 39 seconds west, a distance of 6.0 feet to the beginning of an existing pedestrian underpass; thence continuing north 89 degrees 53 minutes 39 seconds west, a distance of 220.83 feet to a bend joint; thence north 29 degrees 23 minutes 05 seconds west a distance of 42.85 feet to the end of the pedestrian underpass; thence continuing north 29 degrees 23 minutes 05 seconds west, a distance of 6.0 feet to the end of said pedestrian walkway easement) and (affects a portion of parcel 1 described as follows: beginning at the point of intersection of a line 1283.0 feet south of and parallel to the north line of the northeast 1/4 of section 19, aforesaid, said parallel to the north line of the northeast 1/4 of section 19, aforesaid, said parallel to the north line of the northeast 1/4 of section 19, aforesaid, said line having a bearing of south 89 degrees 14 minutes 15 seconds east with the west line of Conrail railroad right of way (formerly South Chicago and Southern Railroad) 116.40 feet wide, thence north 00 degrees 23 minutes 40 seconds east on the west line of said railroad a distance of 142.64 feet to a point; thence north 89 degrees 36 minutes 20 seconds west, a distance of 200.00 feet to a point; thence south 00 degrees 23 minutes 40 seconds west a distance of 298.10 feet to a point; thence north 60 degrees 55 minutes 26 seconds east a distance of 42.44 feet to the point of beginning)
20. Easement in favor of South Chicago Property Management Company, LTD, for the purpose of vehicular access recorded/filed May 12, 1998 as document number 98390554 affecting that portion of the land falling within vacated east 116th street, the in-plant roadway and the emergency track and emergency track grade crossing, as more fully described and shown on the exhibits attached thereto, and the terms and provisions contained therein (affects parcel 1)
21. Easement for an in-plant roadway in favor of adjoining owners over a portion of the land, as disclosed by the access easement agreement recorded May 12, 1998 as document 98390554. (affects that portion of parcel 1 described as follows: commencing at the northeast corner of said section 19; thence south 89 degrees 38 minutes 13 seconds west along the north line of said section 19 (basis of bearings), 1508.48 feet; thence south 00 degrees 43 minutes 42 seconds east 244.82 feet along a line 40 feet westerly from, measured at right angles, and parallel with the west right of way line of Conrail (formerly the South Chicago and Southern Railroad) to the point of beginning; thence north 89 degrees 16 minutes 18 seconds east, 40.00 feet to the west right of way line of Conrail; thence south 00 degrees 43 minutes 42 seconds east, 1038.46 feet along the last described

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line to the northerly line of Republic Engineered Steels, Inc; thence south 89 degrees 38 minutes 23 seconds west 40.00 feet along the last described line to the easterly line of a parcel of land; thence north 0 degrees 43 minutes 42 seconds west 1083.20 feet along last described line, said line being 40.00 feet westerly from, measured at right angles, and parallel with the west right of way line of Conrail to the point of beginning).

22. Easement in favor of South Chicago Property Management Company, LTD, for the purpose of constructing, utilizing and maintaining a loop track, including grade crossing, and for the purpose of access by foot, vehicle or otherwise, to maintain repair or replace the loop track and the grade crossing recorded/filed May 12, 1998 as document number 98390555 affecting a portion of the land, as more fully described thereto, and the terms and provisions contained therein (Affects Parcel 1)
23. Easement in favor of South Chicago Property Management Company, LTD. for the purpose of installing, operating, maintaining, repairing, replacing, and relocation utility facilities recorded/filed May 12, 1998 as document number 98390556 affecting a portion of the land as more fully set forth therein, and the terms and provisions contained therein. (Affects Parcel 1)
24. Easement in favor of South Chicago Property Management Company, LTD. for the purpose of utility lines recorded/filed May 12, 1998 as document number 98390557 affecting a portion of the land as more fully set forth therein, and the terms and provisions contained therein. (Affects Parcel 1)
25. Terms, provisions and conditions contained in the Lead Tract Easement agreement executed by and made between South Chicago Property Management Company LTD. and LTV Steel Company Inc., as set forth in document number 98390563 recorded 5-12-1998, which among other matters related to the cost and maintenance of a loop track.
26. Reservation by the grantor its successors and assigns, and all persons claiming as future owners and occupants as contained in the deed from Defense Plant Corporation to South Chicago and Southern Railroad Company, a corporation of Illinois and Indiana, recorded June 29, 1945 as document 13540700 of a perpetual easement and right of way in, over, under, across, and upon the strip of land conveyed by said deed, for all facilities now or hereinafter necessary or desirable for the operation by the grantor, its successors and assigns or by any public utility company for the servicing of said plant as provided in said instrument, without limiting the generality of the foregoing reservation, it is understood that the same includes, and grantor does reserve for the use and benefit of it, its successors, assigns, nominees and licensees, a perpetual right of ingress and egress by means of 2 private roads, each 33 feet in width, and a underground passageway for pedestrians, 15 feet in width, south of the center line of east 111th street, in such locations and of such construction as may be mutually agreed upon between grantor and grantee, said roads and said underground passageway shall be constructed and maintained at the sole expense of grantor, including the support of the tracks and other railroad facilities during and after construction of said underground passageway, and including the protection of traffic along said road by signals or other appropriate means. If grantee is required by public authority to change the grade or alignment or both, of their tracks and other facilities, grantor shall at its sole expense make the changes in said road, or said underground passageway or all of them, made necessary by said change of grade or alignment.



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27. Easements and rights to use, operate, maintain, repair, renew, replace, and remove on, under, over, and across the land any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances existing on and use or useful as of the date of delivery of deed as a part of any railroad communication, signal or inter-locker system or as a part of any electric, telephone, telegraph, water, gas, steam, sanitary sewer, storm sewer or other utility system, together with the easement of reasonable access over the land to permit the exercise of the foregoing easements and rights, as granted to consolidated rail corporation, a corporation of Pennsylvania, in deed recorded August 26, 1978 as document 24586168, and the terms, provisions, conditions, and limitations thereof (Affects Parcel 3 and other property)
28. Rights, if any, of Conrail and others to operate lines of railroad pursuant to the Rail Act as disclosed in document number 24734773 (Affects Parcel 3)
29. Reservation of future permanent and perpetual easements in gross, freely alienable and assignable by the grantor for (a) all existing wire and pipe facilities or occupations whether or not covered by license or agreement between grantor and other parties, of record or not of record, that in any way encumber or affects the premises conveyed and (b) all future occupations within 20 feet on either side of the existing occupations, and (c) all rentals, fees, and considerations resulting from such occupations, agreements and licenses and from the assignment or conveyance of such easements, all as reserved in unclaimed deed from American Premier Underwriters, Inc., (formerly the Penn Central Corporation) to Rams-Spec Inc., recorded September 2, 1999 as document 99841365 and in deed recorded as document 00239490 from Rams-Spec, Inc. to LVT Steel Company, Inc. (Affects Parcel 3)
30. The following agreements contained in the deed from American Premier Underwriters, Inc., (Formerly the Penn Central Corporation) to Rams-Spec, Inc., recorded September 2, 1999 as document 99841365: (1) should a claim adverse to the title hereby quit claimed be asserted and/or proved, no recourse shall be had against the grantor; and (2) grantee will assume all obligations with respect to ownership, maintenance, repair, renewal or removal of the drainage structures, culverts and bridges located on, over, or under the premises conveyed herein that may be imposed after the date of this deed by any governmental agency having jurisdiction thereover. (Affects Parcel 3)
31. Easement over a 20 foot strip of land, the center line of which is located 23 feet easterly of Green Bay Avenue as extended South from East 114th Street, said strip of land bounded on north by center line of east 114th street and on south by north line of east 117th street in section 19, township 37 north, range 15, in favor of the Peoples Gas Light and Coke Company to lay, construct, maintain, operate, repair, renew, re-lay, replace and remove gas mains, service pipes, and necessary attachment, connections and fixtures for transmitting and distributing gas as created by easement recorded September 16, 1968 as document 20616363 RECALL. (Affects Parcel 4)
32. Terms, provisions, conditions, and limitations set forth in the roadway easement agreement made by and between LTV Steel company, Inc. and South Chicago Property Management Company, LTD. recorded July 17, 1998 as document 9862051 RECALL. (Affects Parcel 4)
33. Terms, provisions, conditions, and limitations set forth in the power line easement agreement made by and between LTV Steel Company, Inc. and South Chicago Property

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Management Company, LTD. recorded July 17, 1998 as document 98620508 REC ALL 98620508 (Affects Parcel 4)

34. Easement granted to Commonwealth Edison Company by Calumet Transload Railroad LLC as set forth in document number 1500219044\_31754992 recorded January 2, 2015.
35. Terms, provisions, and conditions of the Easement and Restrictions Easement made and entered into on February 8, 2007 between Calumet Transload Railroad L.L.C., an Illinois Limited Liability Company and DTE Chicago Fuels Terminal LLC, a Michigan limited liability company as buyer, as set forth in document no. 0704741093 and as amended by document number 0712247150 defining Carbon-Based Products. (Affects the land and other property)
36. Terms, provisions, and conditions contained in the Property Use Restriction Agreement made and entered into on February 8, 2007 between Whitehorse Properties, Inc. an Illinois Corporation and DTE Chicago Fuels Terminal LLC, a Michigan limited liability company as buyer, as set forth in document number 0704741094.
37. Covenants, conditions and restrictions contained in instrument recorded 11-4-1999 as document number 09040133 providing that the land shall be used only for manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only, and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of necessary facilities, storage, employee and customer parking, and other similar uses and facilities. (Affects the vacated streets and alleys located within PARCEL 6)

(For further particulars see record)

NOTE: Said restrictions contains a reversionary clause.

38. Easement for water main and appurtenances thereto as exist and as needed in the future located in 114th Street (vacated) as contained in the Ordinance recorded November 4, 1999 as document number Ordinance 09040132. No building or other structure shall be erected on said right of way. (PARCEL 6)
39. Easement in favor of Ameritech Illinois, their successors and assigns to operate, maintain, construct, replace and renew overhead poles, wires and other equipment, and underground conduit, cables and associated equipment for the transmission and distribution of telephonic and associated services under, over and along East 114th Street as vacated as contained in the Ordinance recorded November 4, 1999 as document number Ordinance 09040132 (PARCEL 6)
40. Unrecorded right of way agreement dated July 23, 1974 between Republic Steel Corporation and Air Products and Chemicals, Inc. assigned to Interlake Inc. relating to an 8 inch oxygen pipeline as disclosed in document number 0316819057. (PARCEL 6)
41. Easement agreement dated December 27, 2002 and recorded January 8, 2003 as document number 0030031214 by LTV Steel Company, Inc. for a Communication Line Easement, a power Line Easement, an Electrical Duct Easement and a Nitrogen Pipe Line Easement. (PARCEL 6)

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42. Easement agreement dated May 1, 2003 and recorded June 17, 2003 as document number 0316819057 by Tow Path Valley Business Park Development Company, a Delaware Corporation, successor by merger to ISG Riverdale Properties LLC, a Delaware Limited Liability Company, for an oxygen pipe line. (PARCEL 6)
43. Terms, provisions and conditions relating to the easement described as Parcel 7 created in the reservation set forth in the deed recorded 2-16-2007 as document number 0704741090.
44. Rights of the adjoining owners to the concurrent use of the easement described as Parcel 7.
45. Note: The easement for ingress and egress described in Parcel 7 does not connect to any means of public access.
46. Existing unrecorded Industrial Property Lease between The Invert Chicago, LLC (Lessor) and Calumet Transload Railroad, L.L.C. (Lessee) dated December 1, 2021.
47. Mortgage dated December 1, 2021, made by The Invert Chicago, LLC, an Illinois limited liability company, to Whitehorse Properties, Inc., an Illinois corporation, to secure an indebtedness of \$6,000,000, and other sums provided therein.

NOTE: Mortgage is not yet recorded of record.

Property of Cook County Clerk's Office

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## AFFIDAVIT OF METES AND BOUNDS

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

Alan C. Beemsterboer, being duly sworn on oath, states that affiant resides at  
78 Windmill Turn, Orland Park, Illinois 60467

That the attached deed is not in violation of Section 1 of the Plat Act (765 ILCS 205/1) for one of the following reasons:

1. The division or subdivision of land into parcels or tracts of 5.0 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 one (1) acre in any recorded subdivision which does not involve 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 interests therein for use as right of way for railroads or other public utility facilities and other pipe lines 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 (2) parts of a particular parcel or tract of land existing on July 17, 1969 and not involving any new streets or easements of access.
9. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois Registered Land 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.
10. This conveyance is of land described in the same manner as title was taken by grantor(s).

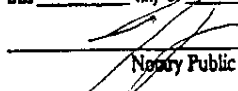
CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that affiant makes this affidavit for the purpose of inducing the Recorder of Deeds of Will County, Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO BEFORE ME

this 1st day of December, 2021.

  
AFFIANT

  
Notary Public

