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Karen A. Yarbrough
Cook County Clerk
Date: 01/04/2023 02:52 PM Pg: 1 of 8

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SPECIAL WARRANTY DEED

Dec ID 20220901640218
ST/CO Stamp 0-304-055-120

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This Special Warranty Deed, made this 29th day of December, 2022, between SOUTH LYONS, LLC, an Illinois Limited Liability Company, ("Grantor"), and THE VILLAGE OF LYONS, 4200 Lawndale Avenue, Lyons, Illinois 60534 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does REMISE, WARRANT, RELEASE, ALIEN AND CONVEY unto the Grantee, and to Grantee's successors and assigns FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois known and legally described in Exhibit A hereto.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise 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 Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto Grantee and Grantee's successors and assigns forever.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with Grantee and Grantee's successors 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 WARRANTS AND DEFENDS the said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to the exceptions set forth in Exhibit B hereto.

Permanent Real Estate Index Number(s): 18-02-302-008-0000; 18-02-302-010-0000; 18-02-304-019-0000; 18-02-304-020-0000; and 18-02-312-021-0000

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents on the day and year first above written.

GRANTOR:

SOUTH LYONS, LLC, an Illinois Limited Liability Company

BY: 
JOHN F. HARRIS, Manager

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STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that JOHN F. HARRIS, as the Manager of SOUTH LYONS, LLC, and personally known to be the same person whose name is subscribed to the foregoing instrument, and as such Manager, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of SOUTH LYONS, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 17TH DAY OF December, 2022.



Notary Public



MAIL TO:

Mark Steerk
3818 W 95th St
Evergreen Park, IL
60805

SEND SUBSEQUENT TAX BILLS TO:

The Village of Lyons
4200 Lawndale Avenue
Lyons, IL 60531

This instrument was prepared by:

Mary E. Krasner
Guerard, Kalina & Butkus
310 S. County Farm Rd., Suite H
Wheaton, Illinois 60187

Exempt under provisions of Paragraph 6
Section 31-45, Property Tax Code.
12-29-22 Mary E. Krasner
Date Buyer Seller, Representative

EXHIBIT "A"

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THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF VARIOUS LOTS IN HO STONE AND COMPANY'S FIFTH ADDITION IN SECTION 2 AFORESAID AND PART OF 44TH PLACE (50 FEET WIDE) BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF 43RD PLACE (66 FEET WIDE) AND THE WEST LINE OF VACATED RIVERSIDE AVENUE (33 FEET WIDE); THENCE NORTH 00 DEGREES 05 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID RIVERSIDE AVENUE 120.41 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST 33.0 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 20 SECONDS EAST 120.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 05 MINUTES 20 SECONDS EAST BEING ALONG THE WEST LINE OF RIVERSIDE AVENUE (NOW 66 FEET WIDE) 619.09 FEET TO THE NORTH LINE OF 44TH PLACE; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST 314.01 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 03 SECONDS EAST 139.50 FEET; THENCE SOUTH 90 DEGREES 59 SECONDS 42 MINUTES WEST 149.99 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 03 SECONDS WEST 139.50 FEET TO SAID NORTH LINE OF 44TH PLACE; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST ALONG SAID NORTH LINE 298.11 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 21 SECONDS WEST 311.45 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS EAST 17.0 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 11 SECONDS WEST 127.15 FEET; THENCE SOUTH 08 DEGREES 49 MINUTES 49 SECONDS EAST 360.40 FEET; THENCE SOUTHEASTERLY 202.12 FEET ALONG THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY WITH A RADIUS OF 920.90 FEET AND WHOSE CHORD BEARS SOUTH 15 DEGREES 02 MINUTES 04 SECONDS EAST A DISTANCE OF 201.71 FEET; THENCE SOUTH 21 DEGREES 19 MINUTES 19 SECONDS EAST 382.0 FEET; THENCE SOUTHEASTERLY 236.28 FEET ALONG AN ARC OF A CIRCLE CONVEX NORTHEASTERLY WITH A RADIUS OF 637.10 FEET AND WHOSE CHORD BEARS SOUTH 10 DEGREES 41 MINUTES 49 SECONDS EAST A DISTANCE OF 234.94 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 19 SECONDS EAST 30.48 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST 44.0 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 52 SECONDS WEST 30.48 FEET; THENCE NORTHWESTERLY 219.98 FEET ALONG AN ARC OF A CIRCLE CONVEX NORTHEASTERLY WITH A RADIUS OF 593.10 FEET AND WHOSE CHORD BEARS NORTH 10 DEGREES 41 MINUTES 49 SECONDS WEST A DISTANCE OF 218.71 FEET; THENCE NORTH 21 DEGREES 19 MINUTES 19 SECONDS WEST 382.0 FEET; THENCE NORTHWESTERLY 211.77 FEET ALONG AN ARC OF A CIRCLE CONVEX SOUTHWESTERLY WITH A RADIUS OF 964.90 FEET AND WHOSE CHORD BEARS NORTH 15 DEGREES 02 MINUTES 04 SECONDS WEST A DISTANCE OF 211.35 FEET; THENCE NORTH 08 DEGREES 44 MINUTES 49 SECONDS WEST 77.81 FEET; THENCE NORTH 08 DEGREES 44 MINUTES 49 SECONDS WEST 172.95 FEET; THENCE NORTHWESTERLY 148.11 FEET ALONG AN ARC OF A CIRCLE CONVEX WESTERLY WITH A RADIUS OF 960.08 FEET AND WHOSE CHORD BEARS NORTH 04 DEGREES 21 MINUTES 05 SECONDS WEST A DISTANCE OF 147.96 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 11 SECONDS EAST 195.67 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 11.90 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 21 SECONDS EAST 414.45 FEET; THENCE NORTH 32 DEGREES 11 MINUTES 23 SECONDS WEST 64.86 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 47 SECONDS WEST 14.99 FEET; THENCE NORTH 61 DEGREES 44 MINUTES 16 SECONDS EAST 957.61 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

4400 First Avenue, Lyons, Illinois 60534.

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EXHIBIT "B"
PERMITTED EXCEPTIONS

~~Lease made by James B. Tuthill to William Penn Oil Co., Inc., dated September 30, 1932 as disclosed by the deed recorded October 19, 1938 as document 12225212, and all rights thereunder of and all acts done or suffered thereunder by said lessee or by any party claiming by, through or under said lessee~~

~~We should be furnished evidence establishing whether or not said lease is still in full force and effect, and this commitment is subject to such further exceptions as may be deemed necessary~~

~~Lease made by Material Service Corporation to Standard Oil Co., an Indiana corporation dated January 25, 1954 and recorded March 12, 1954 as document no. 15853485 demising the land for a term of years beginning February 1, 1954 and ending January 31, 1955 and from year to year thereafter, and all rights thereunder of, and all acts done or suffered thereunder by, said lessee or by any party claiming by, through or under said lessee~~

~~We should be furnished with evidence establishing whether or not said lease is still in full force and effect and this commitment is subject to such further exceptions as may be deemed necessary~~

Nothing contained in this commitment/policy should be construed as insuring any part of the West 12 of Riverside Avenue

Rights of the public and quasi public utilities, if any, in said vacated streets and alleys for maintenance therein of poles, conduits, sewers and other facilities

Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.

Rights of way for railroad switch and spur tracks, if any

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 45th Street

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

Terms, provisions, conditions and rights contained in an unrecorded contract dated October 22, 1924 and supplemental contract dated February 2, 1925 made by and between the Atchison, Topeka and Santa Fe Railway Co., Chicago and Illinois Railroad, James B. Tuthill and Riverside Lime and Stone Co., relating to the railroad right of way on the land and other property

Note: by unrecorded agreement dated December 7, 1938 the rights of James B. Tuthill were assigned to Tuthill Building Material company and by an unrecorded agreement dated December 8, 1938, the rights of said Tuthill Building Material Company were assigned to Material Service corporation

Rights of the Atchison, Topeka and Santa Fe Railway Company, a corporation of Kansas, to acquire title at any time to a railroad right of way or any portion thereof by payment of certain specified sums as contained in the unrecorded contract dated October 22, 1924

This commitment does not cover any part of a strip of land, if any, lying between the south line of parcel B and the north line of the south 33 rods of the north 1/2 of the southwest 1/4 of Section 2, Township 38 north, Range 12 east of the third principal meridian, in Cook County, Illinois

Release of damages sustained by reason of using the premises described therein for highway purposes as contained in deed to the state of Illinois recorded January 3, 1968 as document 20370145

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Easement over the west 30 feet of the east 48 rods of that part of the north 1/2 of the southwest 1/4 of section 2, township 38 north, range 12, east of the third principal meridian, lying north of the south 33 rods thereof for the purpose of laying, maintaining and operating one or more service railway tracks and to erect, construct, maintain and operate any and all wires and conduits to conduct sound and power to the land and any and all wires and conduits necessary or proper to operate said tracks on the land, as created by grant recorded November 17, 1923 as document 8188792 to James B. Tuthill, and as created and established by the decree entered April 6, 1939 in case number 39c1510 circuit court of cook county, Illinois, and as granted in the deed from General Dynamics corporation to Material Service corporation, recorded August 2, 1971 as document 21568159

Terms, conditions and limitations contained in the no further remediation letter issued by the Illinois environmental protection agency and recorded January 7, 2003 as document 0030026179.

Easement reserved in ordinance of vacation, a copy of which was recorded August 13, 2001 as document 0010743495, in favor of the village of Lyons, its licensee, franchisee, agent or designee, for the purpose of maintaining, operating, repairing, replacing or renewing any poles, wires, pipes, conduits, sewer mains or any other facility or equipment for the maintenance and operating of any utility now located in, on, upon, under, over, through and across the street vacated therein.

Rights of the village of Lyons, Illinois under grant made by James B. Tuthill and wWnifred E. Tuthill, his wife, to the village of Lyons, Illinois, recorded March 16, 1939 as document 12283940 of an easement as and for public street and highway and for sewer, water, electricity, gas and other public utility service, over and upon a strip of land described as follows: commencing at the southwest corner of lot 8 in H.O. Stone and Company's Fifth Addition to Riverside Acres, a sub of parts of sections 2 and 3, township 38 north, range 12, east of the third principal meridian; thence west 33 feet to a point; thence south 50 feet to a point; thence east 33 feet to the northwest corner of lot 49 in sd H.O. Stone and Company's Fifth addition to rRiverside Acres; thence north to the place of beginning, subject however, to the use of said premises by the grantors therein, their heirs, executors, administrators, successors and assigns, as a railroad right of way.

Possibility of reverter in the event of the breach of the terms, provisions, conditions and limitations contained in the warranty deed recorded October 19, 1923 as document 8151512, said warranty deed providing in event of such breach for the reverter of said parcel 2 to the grantors of said deed, Daniel J. Sullivan and Catherine T. Sullivan, his wife.

Easement in favor of the village of Lyons, its successors and assigns, and any public utility companies operating under a franchise agreement granting them easement rights from the village of Lyons and their successors and assigns for the purpose of a roadway, public sidewalk, curbs, underground drainage system, street lights, traffic signals, underground conduit, and any and all pipe connections as may be required recorded/filed September 14, 1988 as document no. 88420128 affecting a portion of the land, and the terms and provisions contained therein. (affects a portion of parcel 7a described as follows: beginning at the point of beginning which is the intersection of the westerly line of Lawndale Avenue with the southeasterly line of Ogden Avenue; then westerly along the southeasterly line of Ogden Avenue a distance of 10 feet to a point; thence southeasterly along a straight line to a point on said westerly line of Lawndale Avenue which is 10 feet southerly of the point of beginning; thence northerly along said westerly

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line of lawndale avenue a distance of 10 feet to the point of beginning)

Easement in favor of the village of Lyons, their successors and assigns, and any public utility companies operating under a franchise agreement granting them easement rights and their successors and assigns, for the purpose of a roadway, public sidewalk, curbs, underground drainage system, street lights, traffic signals, underground conduit, and any and all pipe connections as may be required recorded/filed March 1, 1989 as document no. 89091356 affecting a portion of the land, and the terms and provisions contained therein. (affects a portion of parcel 7a described as follows: beginning at the point of beginning which is the intersection of the westerly line of lawndale avenue with the southeasterly line of ogden avenue; thence westerly along the southeasterly line of ogden avenue a distance of 20 feet to a point; thence southeasterly along a straight line to a point on said westerly line of Lawndale Avenue which is 20 feet southerly of the point of beginning; thence northerly along said westerly line of lawndale avenue a distance of 10 feet to the point of beginning (excepting that part previously dedicated for highway purposes))

Easement reserved in the plat of vacation recorded November 16, 1994 as document 94972824 in favor of the Commonwealth Edison Company included within the streets and alleys vacated by said plat, only at the location of and to the extent that such facilities then existed, for the purpose of continuing service by means of those facilities and for the maintenance, renewal, reconstruction thereof.

Terms and conditions contained in ordinance nos. 8-23-94-1, 8-23-94-2 and 8-23-94-3, adopted August 23, 1994, including the creation of a park per paragraph 10 of ordinance 8-23-94-1, affecting permanent index number 18-02-207-004-0000

Rights of the municipality, the state of illinois, the public and adjoining owners in and to vacated streets and alleys.

Perpetual easement and right of way over and above the land, as reserved in the deed from Material Service corporation to the village of Lyons dated April 6, 1946 and recorded april 29, 1946 as document 13779846, which contains a reversionary or forfeiture clause

Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3607 of the united states code or (b) relates to handicap but does not discriminate against handicapped persons) contained in the deed recorded December 16, 2005 as document no. 0535041002, which does not contain a reversionary or forfeiture clause, as follows: Grantee covenants and agrees for itself, its successors and assigns that until grantor's operations at its mc cook facility have ceased for 12 consecutive months, no part of the real estate thereby conveyed shall be used for the purpose of excavating, extracting, quarrying, mining, processing or transporting from the real estate any or all types of minable and marketable gravel, sand, rock, stone, provided, however, that notwithstanding the aforementioned, such restriction shall not prohibit (a) the importing, processing and transport to, on and from the real estate of any or all types of minable and marketable gravel, sand, rock, stone and other such commercially saleable materials, which are not, at the time in question, being sold out of grantor's mc cook location, or (b) the use of the real estate for the processing, sale or transporting from the real estate of any or all types of minable and marketable gravel, sand, rock, stone and other such commercially saleable materials, which were mined prior to December 31, 2006 and are located on the real estate (that is, blasted/mined aggregates and processed materials), or (c) a retail recycle operation,

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which shall include the importing, processing, sale and transporting to, on and from the real estate of any and all types of marketable, recycled concrete (redi-mix and/or hot-mix), gravel, sand, rock, stone and other such commercially saleable recycled materials, and/or (d) excavating or moving earth on the site for the purpose of grading, filling or constructing improvements.

Easement agreement (plant removal) dated December 6, 2005 and recorded December 16, 2005 as document 0535041004.

AE 38. Easement agreement dated December 6, 2005 and recorded December 16, 2005 as document 0535041005

Terms and conditions contained in the annexation agreement recorded December 16, 2005 as document 0535041016.

The following ordinances affect the land and other property:

11-15-05-4 recorded December 16, 2005 as document 0535041007;

11-15-05-5 recorded December 16, 2005 as document 0535041008;

11-15-05-6 recorded December 16, 2005 as document 0535041009;

11-15-05-7 recorded December 16, 2005 as document 0535041010;

11-15-05-8 recorded December 16, 2005 as document 0535041011;

11-15-05-9 recorded December 16, 2005 as document 0535041012;

11-15-05-10 recorded December 16, 2005 as document 0535041013;

11-15-05-11 recorded December 16, 2005 as document 0535041014;

11-15-05-12 recorded December 16, 2005 as document 0535041015.

Riverside Avenue easement agreement dated december 6, 2005 and recorded December 16, 2005 as document 0530541017 by and between the village of Lyons, Reliable Materials Lyons, LLC, East Lyons, LLC and South Lyons, LLC.

Storm water discharge easement agreement dated December 6, 2005 and recorded December 16, 2005 as document 0530541018 by and between the village of Lyons, Reliable Materials Lyons, LLC, East Lyons, LLC and South Lyons, LLC.

Storm water detention easement agreement dated December 6, 2005 and recorded December 16, 2005 as document 0535041020. Amendment to the storm water detention easement agreement recorded November 2, 2007 as document 0730641082.

Terms, conditions, and limitations contained in the No Further Remediation Letter issued by the Illinois Environmental Protection Agency

Recording Date: April 3, 2006

Recording No.: 0609345104

Recording Date: February 9, 2007

Recording No.: 0704022065

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PLAT ACT AFFIDAVIT

STATE OF Illinois

COUNTY OF Kane

John Harris, being duly sworn on oath, states that he resides at 2850 Southwind Blvd, Bartlett, IL 60103. That the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;

- OR -

The conveyance falls in one (1) of the following exemptions as shown by Amended Act which became effective July 17, 1959.

- 2. The division or subdivision of the land into parcels or tracts of five (5) acres or more in size which does not involve any streets or easements of access.
- 3. The division of lots or blocks or less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access.
- ④ 4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- 5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does involve any new streets or easement of access.
- 6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
- 7. 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.
- 8. Conveyances made to correct descriptions in prior conveyances.
- 9. The sale or exchange of parcel or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easement of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

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

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

John Harris

STATE OF Illinois

COUNTY OF Kane

Subscribed and sworn to before me this 29th of December,

Mary Krasner
Notary Public

