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Cook County Recorder

29.00

QUIT CLAIM DEED

(Illinois Home-Rule Corporation to Corporation)



THE GRANTOR, THE VILLAGE OF GLENVIEW, an Illinois home-rule municipal corporation, having its principal office at the following address: 1225 Waukegan Road, Glenview, Illinois, 60025, for and in consideration of TEN and NO/100 DOLLARS (\$10.00) in hand paid, and other good and valuable consideration, pursuant to authority granted by the Glenview Village Board, QUIT CLAIMS to the Grantee, GLENVIEW GOLF COURSE, L.L.C., a Delaware limited liability company, having its principal office at the following address: 500 Skokie Boulevard, Northbrook, Illinois 60062, the following described real estate situated in the County of Cook, in the State of Illinois, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

Permanent Real Estate Index Numbers: 04-27-310-003-0000

Address of Real Estate: Southwest Quadrant of the former Glenview Naval Air Station

Together with all improvements and fixtures located on the Property, if any.

SUBJECT TO:

- A. Terms, provisions and conditions contained in the Environmental No Further Action Remediation Letter recorded July 21, 1998 as Document Numbers 98630996, 987630997, 97630998, 97631002 and 97631003;
- B. The Covenants contained in Deeds recorded as Document Numbers 97686368, 98036651, 98287407 and 98630992;
- C. The utility easements shown on the plat of subdivision for Glenview Naval Air Station Subdivision No. 2 recorded March 31, 1999 as Document Number 99313067;
- D. A storm-water detention easement recorded as Document Number 98214005;
- E. Easements in favor of Commonwealth Edison Company and Ameritech, and their respective successors and assigns, contained in the grant recorded as Document Number 09134901;
- F. General real estate taxes not yet due and payable, if any;
- G. Acts of Grantee and its agents;
- H. The following additional covenants, conditions and restrictions:

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1. Grantee for itself, and its successors and assigns, covenants that it shall not discriminate upon the basis of race, color, sex, religion, or national origin in the use, occupancy, sale or lease of the Property, or any portion thereof, or in its employment practices conducted thereon. The United States of America ("Government") and Grantor shall be deemed beneficiaries of this covenant without regard to whether either of them remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the right, but not the obligation, to enforce this covenant in any court of competent jurisdiction:
 2. Grantee, for itself, and its successors and assigns, covenants that the Government, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, and Grantor, if Grantor so chooses, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property. Grantee agrees to comply with activities of the Government, and Grantor, if any, in furtherance of these covenants and will take no action to interfere with future necessary remedial and investigative actions of the Government, or Grantor, if any. The Grantee agrees to cooperate in good faith with the Government, or the Grantor, if the Grantor shall become involved and deems it necessary, to minimize any conflict between necessary environmental investigation and remediation activities as may be determined by the Government, or the Grantor, and Grantee or any of Grantee's successors and assigns or their operations or businesses. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by Grantee.
 3. Grantee, for itself, and its successors and assigns, covenants that it will grant to Grantor such irrevocable, perpetual, valid, binding and enforceable easements, without fee, cost or expense to Grantor, on, in, over, under, through and across the Property, as may be required by the Grantor, in its sole discretion, provided that such easements do not materially affect the use of the Property, and that Seller reasonably restores the Property after construction, maintenance, repair, and replacement, if any, within the easement area.
 4. Grantee covenants and agrees that the Property shall be used in perpetuity for no purpose other than as set forth in the Development Plan, as amended ("Development Plan"), described on Exhibit B to the Agreement for Purchase and Sale of Real Estate ("Agreement") dated March 16, 1999 by and between Grantor, as Seller, and Grantee, as Purchaser, a true and correct copy of which is on file as a public record with Grantor.
 5. The Right to Repurchase the Property in favor of Grantor, in accordance with the applicable provisions of the Agreement.
- I. Grantee, for itself, and its successors and assigns, shall perform the following with due diligence:
1. Develop the Property in compliance with the Development Plan as may be modified by the Grantor's Board of Trustees, with the approval of Grantee, as part of the rezoning and subdivision process. Development of the Property by Grantee shall be consistent with the Municipal Code of Grantor, which Code includes, but is not limited to, the Zoning Code, the Subdivision Code, the Subdivision Guide, the Building Code, the Appearance Code and Plan, the Master Plan for the redevelopment of the Property and Glenview Naval Air Station, and the Design Guidelines for the development of the Property and Glenview Naval Air Station.
 2. Rezone and subdivide the Property consistent with the Development Plan.
 3. Seek all necessary approvals and obtain all necessary permits from all regulatory authorities, including, but not limited to, Grantor, regarding the development of the Property. Grantee further covenants that it shall commence and complete construction in accordance with the construction schedule set forth in the Development Plan. Grantee further agrees that construction of infrastructure on the Property shall commence not later than twelve (12) months after final subdivision approval and that construction of the golf course, buildings and other structures on the Property shall commence not later than eighteen (18) months after final subdivision approval. In the event construction does not commence in accordance with the construction schedule set forth in the Development Plan, or any extended term as may be approved in writing by Grantor, at the option of Grantor, the zoning obtained by Grantee for the Property shall, by action of the Board of

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EXHIBIT 1

That Part of Section 27, Township 42 North, Range 12, East of the Third Principal Meridian, Described as: commencing at the Northwest corner of said Section 34, having Illinois State Plane Coordinates of 1972232.923 North and 1120957.762 East (being also the Northeast corner of Apple Valley Subdivision, a subdivision in the East Half of the Northeast Quarter of Section 33, Township 42 North, Range 12, East of the Third Principal Meridian, recorded April 9, 1959 as document #17499302 and corrected August 25, 1959 as document #17639875); Thence North 89° 45' 04" West 1321.09 feet along Terrace Unit B, a subdivision recorded October 3, 1955 as document #16716007 and corrected November 2, 1956 by document #16744830) to the Southwest corner of the East Half of the Southeast Quarter of said Section 28 (sold Southwest corner also being the Southeast corner of Belwood Subdivision recorded October 7, 1957 as document #17031289); Thence North 00° 05' 53" East 654.87 feet along the Easterly line of Belwood Subdivision to the Northeast corner thereof; Thence North 89° 45' 04" West 330.58 feet along the Easterly line of said Belwood Subdivision to the Northeast line of the East 5 acres of the North 20 acres of the Southwest Quarter of the Southeast Quarter of said Section 28; Thence North 00° 04' 16" East 380.72 feet along said West line; Thence South 89° 46' 29" East 3449.83 feet; Thence South 22° 43' 50" East 437.30 feet; Thence South 13° 45' 46" East 4.40 feet; Thence South 81° 31' 12" West 187.28 feet to the Southern extension of the 20.00 feet East of and parallel with the East face of a 1 story concrete block building, being also the point of beginning; Thence North 00° 00' 00" East 126.81 feet along said parallel line to its intersection with the Easterly extension of a line 50.00 feet North of and parallel with the Northmost face of said 1 story concrete block building; Thence North 90° 00' 00" West 171.83 feet along said parallel line to its intersection with the Northernly extension of a line 50.00 feet West of and parallel with the West face of said 1 story concrete block building; Thence South 00° 08' 34" West 234.80 feet along said parallel line to its intersection with the Westerly extension of a line 140.00 feet South of and parallel with the South face of said 1 story concrete block building; Thence North 90° 00' 00" East 100.68 feet along said parallel line; Thence North 01° 32' 49" West 96.93 feet; Thence North 81° 31' 12" East 75.17 feet to the point of beginning, in Cook County, Illinois.

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STATEMENT BY GRANTOR AND GRANTEE

That Grantor or his agent affirms, that, to the best of his knowledge, the name of the Grantee on the deed or assignment of beneficial interest in a land trust (Current Resident) is either a natural person, 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 under the laws of the State of Illinois.

Dated: 5/30/01

[Signature]
Grantor

SUBSCRIBED AND SWORN TO
before me this 30th day of May, 2001

[Signature]
Notary Public



That Grantee or his agent affirms and verifies that the name of the Grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, 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 or authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: _____

[Signature]
Grantee

SUBSCRIBED AND SWORN TO
before me this 21st day of August, 2001

[Signature]
Notary Public



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 of a Class A misdemeanor for subsequent offenses.

(Attach 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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