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2001-12-28 11:38:59
Cook County Recorder 31.00



0011238129

QUIT CLAIM DEED
(Illinois Home-Rule Corporation to Corporation)

THE GRANTOR, 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, MORIN REAL ESTATE, LLC, an Illinois limited liability company, having its principal office at the following address: 13077 N. Apple Hill Lane, Prairie the following described real estate situated in the County of Cook, in the State of Illinois, to-wit: *View, Illinois 60069

7876051 D2 MS

SEE LEGAL DESCRIPTION ATTACHED HERETO

Permanent Real Estate Index Numbers: 04-28-201-009-0000 and 04-21-401-026-0000

Address of Real Estate: A portion of northwest quadrant, former Glenview Naval Air Station, Glenview, Illinois

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

SUBJECT TO:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be heretofore affixed and has caused its name to be signed to these presents by its Village President, and attested by its Village Clerk, as of the 18th day of July, 2001.

VILLAGE OF GLENVIEW, an Illinois home-rule municipal corporation

IMPRESS CORPORATE SEAL HERE

By: Lawrence R. Carlson
Lawrence R. Carlson Village President

ATTEST: Paul T. McCarthy
Paul T. McCarthy, Village Clerk

Exempt under the provisions of 35 ILCS 200/31-45(b)
Jeffrey M. Randall
Jeffrey M. Randall, Attorney for Grantor

"Exempt under provisions of 35 ILCS 200/31-45(b) Real Estate Transfer Tax Act."

203073-1 JMR 07/18/01

(B) 12-21-01
Date

B. Ghazal
Buyer, Seller or Representative

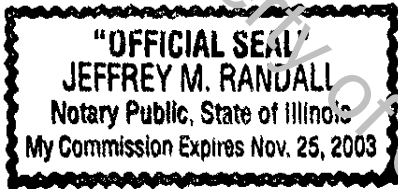
BOX 333-CTD

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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 Lawrence R. Carlson, personally known to me to be the Village President of the Village of Glenview, and Paul T. McCarthy, personally known to me to be the Village Clerk of the Village of Glenview, 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 Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of the Village of Glenview to be affixed thereto, pursuant to authority given by the Village Board of the Village of Glenview, as their free and voluntary act, and as the free and voluntary act and deed of the Village of Glenview, for the uses and purposes therein set forth.

Given under my hand and official seal this 13th day of July, 2001.



[Handwritten Signature]

NOTARY PUBLIC

This Instrument was prepared by:

Jeffrey M. Randall, Esq.
Robbins, Salomon & Patt, Ltd.
800 Waukegan Road, Suite 200
Glenview, Illinois 60025

Mail Subsequent Tax Bills:

Merin Real Estate, LLC
23077 N. Apple Hill Lane
Prairie View, Ill. 60069

Please Mail To:

Shawn Magee, Esq.
Vedder, Price
222 North LaSalle Street, Suite 2600
Chicago, Illinois 60601

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11/13/11
11/13/11
11/13/11

STREET ADDRESS:
CITY: GLENVIEW
TAX NUMBER:

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COUNTY: COOK

LEGAL DESCRIPTION:

PARCEL 1: LOT 1 IN THE GLEN SUBDIVISION NO. 1, BEING A RESUBDIVISION OF PART OF LOT 10 IN GLENVIEW NAVAL AIR STATION SUBDIVISION NUMBER 2, BEING A SUBDIVISION OF PART OF SECTIONS 15, 21, 22, 23, 26, 27, 28 AND 34, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: PUBLIC EASEMENT FOR INGRESS AND EGRESS, AS CREATED BY PLAT OF EASEMENT RECORDED JULY 16, 2001 AS DOCUMENT 0010625383, BY THE VILLAGE OF GLENVIEW, OVER LOT 1 IN THE GLEN <UB NO. 2, BEING A RESUBDIVISION OF PART OF LOT 10 IN GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 2, BE A SUBDIVISION OF PART OF SECTIONS 15, 21, 22, 23, 26, 27, 28 AND 34, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: NONEXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, AS CREATED BY GRANT OF EASEMENT RECORDED MAY 24, 2001 AS DOCUMENT 0010545591, BY THE UNITED STATES OF AMERICA TO THE VILLAGE OF GLENVIEW, ITS SUCCESSORS AND ASSIGNS,

OVER THAT PART OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST MOST CORNER OF LOT 10 IN GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 2, BEING A SUBDIVISION OF PART OF <SECITONS 15, 21, 22, 23, 26, 27, 28 AND 34, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING ALSO A POINT ON THE WEST LINE OF SHERMER ROAD AS DEDICATED BY SAID SUBDIVISION; THENCE SOUTH 37 DEGREES, 31 MINUTES, 19 SECONDS EAST ALONG SAID WEST LINE OF SHERMER ROAD 37.83 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST 288.06 FEET; THENCE NORTH 00 DEGREES, 05 MINUTES, 16 SECONDS WEST 39.74 FEET TO THE SOUTHWEST MOST CORNER OF SAID LOT 10; THE REMAINING <OURSES BEING ALONG THE SOUTHERLY LINE OF SAID LOT 10; THENCE NORTH 89 DEGREES, 48 MINUTES, 19 SECONDS EAST 60.55 FT; THENCE SOUTH 24 DEGREES, 00 MINUTES, 00 SECONDS EAST 10.89 FEET; THENCE NORTH 90 DEGREE 3 00 MINUTES, 00 SECONDS EAST 200.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "A"

PERMITTED EXCEPTIONS

1. General real estate taxes which are not yet due and payable;
2. Acts of Grantee and its assigns.
3. 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.
4. 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.
5. Grantee, for itself and its successors and assigns, covenants that following Closing, it will grant to Grantor such irrevocable, perpetual, valid, binding and enforceable easements, without charge to Grantor, on, in, over, under, through and across the utility corridors identified on the Development Plan attached to the Exchange Agreement for Real Estate, dated February 6, 2001, by and between Grantor and Grantee ("Agreement"), as may be reasonably required by Grantor, for public utility easements or infrastructure improvements to parcels within the area comprising the former Glenview Naval Air Station. Any easement created hereunder shall not (i) unreasonably interfere or adversely affect the development, use or ownership of the Property, (ii) be located under any above-ground structure or improvement located or to be located at the Property, or (iii) expose Grantee or the Property to material cost, risk or liability. Despite the proscription herein contained, Grantor shall use its best efforts to locate any such easements in a public right-of-way or behind buildings. Grantor shall repair and restore the portion of the Property disturbed (and any improvements thereon) as a result of its installation, construction or maintenance of such easement. Grantor shall be responsible for the maintenance of the infrastructure installed within any such easement. Both the installation and maintenance of infrastructure within easements shall be diligently completed after the work commences. Grantor shall indemnify Grantee for any damage to the Property, or personal injury, or property damage to any person occurring as a result of or in any way arising under or related to Grantor's installation and maintenance of such improvements.
6. Right of repurchase in favor of Grantor pursuant to the Agreement, which shall expire five (5) years after the recording of this Deed.
7. Grantee hereby agrees to indemnify, defend and hold harmless Grantor and Mesirow Stein Real Estate, Inc. and each of their respective agents, trustees, officers, directors, employees, attorneys, successors and assigns, from and against all claims for personal injury or property damage, cost or expense, including reasonable attorneys' fees, claims, causes of action, mechanics' lien claims, lien claims against public funds (*i.e.* money, bonds, warrants or funds), or any other claims, causes of action, or charges, that may be filed or asserted against the Property, Grantor or Mesirow Stein Real

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Estate, Inc. and each of their respective agents, trustees, officers, directors, employees, attorneys, successors and assigns, arising out of the negligent acts or omissions of Grantee, or its agents, employees, successors or assigns.

8. Covenants described in Paragraph 11 of the Agreement which relate to the development, zoning, subdivision of the Property and the construction of improvements thereon.
9. Plat of Subdivision.
10. NOTICE OF REQUIREMENTS FOR STORM WATER DETENTION, RECORDED MARCH 19, 1998 AS DOCUMENT 98214005 BY THE GLENVIEW NAVAL AIR STATION REDEVELOPMENT PROJECT.
11. EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY AND ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT DATED AUGUST 22, 1979 AND RECORDED OCTOBER 4, 1979 AS DOCUMENT 25178782, ALSO SHOWN ON THE PLAT OF GLENVIEW NAVAL AIR STATION SUBDIISION NO. 2 RECORDED MARCH 31, 1999 AS DOCUMENT 99313067.

(AFFECTS THOSE PARTS OF THE UNDERLYING LAND, DESCRIBED AS FOLLOWS: THE NORTH 10 FEET OF THE EAST 346 FEET OF THE SOUTH 5 CHAINS OF THE EAST 10 CHAINS OF THE SOUTHEAST 1/4 OF SECTION 21 LYING EAST OF A LINE 264 FEET EAST OF THE WEST BOUNDARY LINE OF SAID 5 CHAINS AND THE NORTH 10 FEET & EAST 15 FEET OF LOT 10)
12. 10 FOOT PUBLIC UTILITY EASEMENT ALONG THE NORTH LINE OF THE LAND AS SHOWN ON THE PLAT OF GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 2, RECORDED MARCH 31, 1999 AS DOCUMENT 99313067.
13. A NON-EXCLUSIVE AND PERPETUAL UTILITY EASEMENT IS HEREBY RESERVED AND GRANTED TO THE VILLAGE OF GLENVIEW AND PUBLIC UTILITY AND CABLE COMPANIES, IN, UPON, ALONG AN UNDER THOSE PARTS OF THE LOTS THEREIN SHOWN ON THE PLAT HEREOF AS TO ACCESS, CONSTRUCT, INSTALL, LAY, MAINTAIN, OPERATE, RELOCATE, RENEW AND/OR REMOVE EQUIPMENT AND APPURTENANCES NECESSARY FOR OPERATION OF GAS, ELECTRIC, TELEPHONE, CABLE, WATER, SANITARY SEWER, OR STORM WATER DRAINAGE FACILITIES WITHIN THE PUBLIC UTILITY EASEMENT AREA, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO ENTER UPON OR OVER THE PUBLIC UTILITY EASEMENT AREA WITHOUT THE CONSENT OF THE OWNER OF THE PROPERTY, SUBJECT TO SAID EASEMENT, AND ALSO TO CUT, TRIM OR REMOVE, TRESS BUSHES, ROOTS SAPLINGS, AND OTHER LANDSCAPING AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GRANTED. NO BUILDINGS OR STRUCTURES SHALL BE PLACED WITHIN THE PUBLIC UTILITY EASEMENT. NOTWITHSTANDING ANY PROVISIONS CONTAINED HEREIN TO THE CONTRARY, NO AERIAL WIRES SHALL BE SUSPENDED, ERECTED OR PLACED ABOVE THE GROUND WITHIN THE NORTH 10 FEET AND THE EASTERLY 15 FEET, AS SHOWN ON THE PLAT OF GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 2, RECORDED AS DOCUMENT 99313067.
14. AN EXCLUSIVE AND PERPETUAL EASEMENT IN FAVOR OF VILLAGE OF GLENVIEW, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO ACCESS, INSTALL, OPERATE AND MAINTAIN AND REMOVE FACILITIES USED FOR BUT NOT LIMITED TO VILLAGE LIGHTING, WATER SUPPLY AND DISTRIBUTION, SANITARY AND STORM WATER COLLECTION AND DISCHARGE ACROSS, ALONG, UPON AND UNDER THE SURFACE OF THE LAND SHOWN ON THE PLAT THEREOF EXCEPTING THEREFROM THE AREAS UNDER BUILDINGS AND STRUCTURES.

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15. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 2 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.
- (B) RIGHTS OF PUBLIC TO THE CONCURRENT USE OF SAID EASEMENT.
16. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 3 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.
17. PUBLIC UTILITIES EASEMENT, AS SHOWN ON THE PLAT AND SET FORTH IN THE CERTIFICATE ON THE PLAT OF THE GLEN SUBDIVISION RECORDED AS DOCUMENT NUMBER -, AS FOLLOWS:
- OVER THE SOUTH 15 FEET OF THE NORTH 25 FEET OF THE LAND; AND
OVER A 10-FOOT STRIP AS SHOWN ON SAID PLAT OF SUBDIVISION.
18. GENERAL BLANKET EASEMENT PROVISIONS CONTAINED IN THE PLAT OF THE GLEN SUBDIVISION RECORDED AS DOCUMENT NUMBER -, RESERVING AND GRANTING TO THE VILLAGE OF GLENVIEW, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO ACCESS, INSTALL, MAINTAIN, OPERATE AND REMOVE FACILITIES USED FOR BUT NOT LIMITED TO VILLAGE LIGHTING, WATER SUPPLY AND DISTRIBUTION, SANITARY AND STORM WATER COLLECTION AND DISCHARGE ACROSS, ALONG, UPON AND UNDER THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT, EXCEPT THE AREAS UNDER BUILDINGS AND STRUCTURES. ALSO GRANTED IS THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS, PAVEMENT, PARKING, FENCING, LIGHTING, AND LANDSCAPING PURSUANT TO THE PUBLIC UTILITY EASEMENT AS MAY REASONABLY BE REQUIRED INCIDENT TO THE RIGHTS THEREIN GIVEN AND THE RIGHT TO ENTER UPON, OVER OR ADJOINING TO THE VILLAGE FACILITIES WITHOUT PRIOR WRITTEN CONSENT OF THE OWNER OF THE PROPERTY.

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