

UNOFFICIAL COPY

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2000-03-29 15:37:14
Cook County Recorder 25.00

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, GLENVIEW PARK DISTRICT, an Illinois unit of local government, 1930 Prairie Street, Glenview, Illinois 60025, the following described real estate situated in the County of Cook, in the State of Illinois, to-wit:

7795743 SZ MS

LOT 12 IN GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 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, COOK COUNTY, ILLINOIS.

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Permanent Real Estate Index Numbers: 04-22-302-004-0000, 04-27-102-010-0000, 04-28-201-005-0000, and 04-28-202-009-0000

Address of Real Estate: North West Quadrant of the property commonly referred to as the former Glenview Naval Air Station

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 Deputy Village Clerk, as of the 27th day of March, 2000.

VILLAGE OF GLENVIEW, an Illinois home-rule municipal corporation

IMPRESS CORPORATE SEAL HERE

By: Nancy L. Firfer
Nancy L. Firfer, Village President

ATTEST: Joseph F. Wade
Joseph F. Wade, Deputy Village Clerk

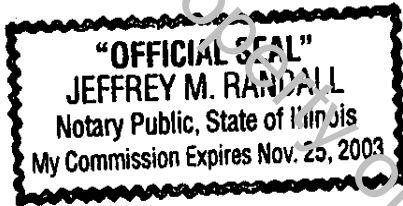
Exempt under the provisions of 35 ILCS 200/31-45(b)
Jeffrey M. Randall
Jeffrey M. Randall, Attorney for Grantor

BOX 333-C7

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 Nancy L. Firfer, personally known to me to be the Village President of the Village of Glenview, and Joseph F. Wade, personally known to me to be the Deputy 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 Deputy 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 27th day of March, 2000.



Jeffrey M. Randall

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:
Glenview Park District
Attention: Superintendent of Parks
1936 Prairie Street
Glenview, Illinois 60025

Please Mail To:
Samuel W. Witwer, Jr., Esq.
Witwer, Burlage, Poltrock & Giampietro
125 South Wacker Drive, Suite 2700
Chicago, Illinois 60606

EXHIBIT "A"

PERMITTED EXCEPTIONS

1. General real estate taxes which are not yet due and payable;
2. Covenants, conditions and restrictions of record;
3. Private and public utility easements;
4. Special governmental taxes or assessments;
5. Acts of Grantee and its assigns.
6. 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 (the "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.
7. 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.
8. Grantee, for itself, and its successors and assigns, covenants that it will grant to Grantor such irrevocable, perpetual, valid, binding and enforceable easements 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.
9. Grantee covenants and agrees that the Property shall be used in perpetuity for no other purpose other than as described in the Development Plan as defined in the Agreement for Purchase and Sale of Real Estate ("Agreement") dated February 19, 1998, by and between Grantor, as Seller, and Grantee, as Purchaser, for the Property, which purpose is a public nine (9) hole golf course.
10. Grantee covenants and agrees that it shall seek all necessary approvals and obtain all necessary permits from all regulatory authorities, including, but not limited to, the Grantor, and commence construction of the infrastructure for the use consistent with the Development Plan within twelve (12) months from rezoning and final subdivision approval as provided in the Agreement, and within eighteen (18) months from rezoning and final subdivision commence construction of the structures on the Property. In the event that construction does not commence within twelve (12) months as provided herein, or any extended term as may be approved in writing by Grantor, the zoning obtained by Grantee for the Property shall by action of the Board of Trustees of Grantor, following a public hearing, without referral to or recommendation by the Plan Commission of Grantor, be rezoned to Public Lands (P-1), which was the existing zoning category of the Property as of the date of the Agreement.