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## SPECIAL WARRANTY DEED

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 (\$10.00) DOLLARS in hand paid, and other good and valuable considerations, pursuant to authority granted by the Glenview Village Board, grants and specially warrants unto the UNITED STATES POSTAL SERVICE, and its assigns, an independent establishment of the Executive Branch of the Government of the United States (39 U.S.C. §201), having its principal office at the following address: United States Post Office Facilities Service Office, 62 Stratford Drive, Bloomingdale, Illinois 60117-7000, the following described real estate situated in the County of Cook, in the State of Illinois, to-wit:



Doc#: 0526932036 Fee: \$30.00  
 Eugene "Gene" Moore  
 Cook County Recorder of Deeds  
 Date: 09/26/2005 11:01 AM Pg: 1 of 4

8264222 Dr MS

[See Exhibit A attached hereto and incorporated herein by reference.]

(The foregoing real property is referred to herein as the "Property".)

**SUBJECT TO: (collectively "Permitted Exceptions")**

- (A) 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.
- (B) 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. Grantee agrees to cooperate in good faith with the Government, or Grantor, if 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 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.
- (C) Grantee, for itself, and its successors and assigns, covenants that it will grant to the Grantor such irrevocable, perpetual, valid, binding and enforceable easements, without charge to the Grantor, as may be reasonably required by the Grantor, for public utility easements and temporary access roads for construction, to provide access or infrastructure improvements to parcels within the area known as The Glen. 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 structure or improvement located or to be located on the Property landscaping, or sidewalks, or (iii) expose Grantee or the Property to material cost, risk or liability. Despite the proscription contained in subsection (ii) above, the easements may be located under landscaping not within sidewalk areas immediately surrounding buildings, under sidewalks not immediately surrounding buildings, under streets, and under other rights-of-way. 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

9P6057  
09/02/05

**Box 400-CTCC**

Exempt under provisions of Paragraph b, Section 4,  
Real Estate Transfer Tax Act.

9-21-05  
Date

*Mary Schultz*  
Buyer, Seller or Representative

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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 the Grantor's installation of such improvements.

- (D) Acts of Grantee and its agents.
- (E) Covenants contained in Deeds recorded as Document Number 98036651 and 98287407.
- (F) Notice of requirements for storm water detention, recorded March 19, 1998 as Document 98214005 by the Glenview Naval Air Station Redevelopment Project.
- (G) 10 foot public utility easement along the easterly line of the land as shown on the plat of Glenview Naval Air Station Subdivision No. 2, recorded March 31, 1999 as Document 99313067, corrected by Certificate of Correction, recorded October 12, 1999 as Document Number 99958619.
- (H) 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 easterly 10 feet as shown on the plat of Glenview Naval Air Station Subdivision No. 2, recorded as Document Number 99313067, corrected by Certificate of Correction, recorded October 12, 1999 as Document Number 99958619.
- (I) Right of Repurchase and Right of First Offer, as described in Paragraph 10 of Land Exchange Agreement by and between United States Postal Service and the Village of Glenview dated March 15, 2005.
- (J) Terms, provisions and conditions relating to the easement for ingress and egress for the benefit of the Property, granted on plat of Dominick's subdivision recorded as document number 0310350268, over the northwesterly 18 feet over land now known as lot 2 in Dominick's resubdivision, recorded as document number 0322610066.

And Grantor covenants with said Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property, and Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of others claiming by through or under said Grantor, but against none other, subject, however, to the Permitted Exceptions.

- (k) Easement in favor of SBC and Commonwealth Edison, located within the northerly eight feet of the Property.
- (l) 25 foot public utility easement (located along southerly and southeasterly line)
- (m) 18 foot ingress, egress and utility easement (located along southeasterly line)

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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 Manager, this 6th day of September 2005.

ATTEST: Todd Hileman  
Todd Hileman, Village Manager

VILLAGE OF GLENVIEW, an Illinois home-rule municipal corporation

By: Kerry D. Cummings  
Kerry D. Cummings, Village President

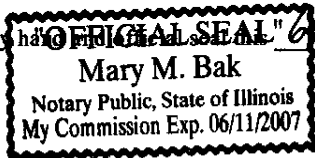
Property of Cook County Clerk's Office

Exempt under the provisions of 15 ILCS 200/71-45(b)  
Jeffrey M. Randall  
Jeffrey M. Randall, Attorney for Grantor

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 Kerry D. Cummings, personally known to me to be the Village President of the Village of Glenview, and Todd Hileman, personally known to me to be the Village Manager 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 Manager, 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 6th day of September 2005.



Mary M. Bak  
NOTARY PUBLIC

**This Instrument was prepared by:**  
Jeffrey M. Randall, Esq.  
Robbins, Salomon & Patt, Ltd.  
2222 Chestnut Avenue, Suite 101  
Glenview, Illinois 60026

**Mail Subsequent Tax Bills To:**  
United States Post Office  
Facilities Service Office  
62 Stratford Drive  
Bloomingdale, Illinois 60117-7000

**Please Mail To:**  
Maria Infanger, Esq.  
Postal Service Attorney  
222 S. Riverside Plaza, Suite 1200  
Chicago, Illinois 60606-6105

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## EXHIBIT A

### LEGAL DESCRIPTION

Lot 30 in Glenview Naval Air Station Subdivision No. 2, being a Subdivision in 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.

Permanent Real Estate Index Number: 04-27-303-004-0000

Address of Real Estate: Lot 30 in the Glenview Naval Air Station, Subdivision No. 2, Glenview Illinois