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TRUSTEE'S DEED

MAIL TO:

Paula V. Randall  
175 E. Hawthorn Parkway  
Suite 145  
Vernon Hills, IL 60061



Doc#: 1522322026 Fee: \$58.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/11/2015 08:56 AM Pg: 1 of 11

GRANTEE-TAXPAYER'S ADDRESS:  
VILLAGE OF GLENVIEW  
1225 WAUKEGAN RD.  
GLENVIEW, IL 60025

THIS INDENTURE WITNESSETH,

That the Grantor, MARIO M. SAVINO AS TRUSTEE OF THE MARIO M. SAVINO 1989 TRUST DATED MAY 12, 1989, of the County of Cook and State of Illinois for and in consideration of Ten and no/hundredths Dollars (\$10.00), and other good and valuable consideration in hand paid, conveys and quit claims unto VILLAGE OF GLENVIEW, the following described real estate to-wit:

LOT 23 IN WYATT AND COON'S OAKWOOD KNOLL SUBDIVISION UNIT NO. 1 BEING A SUBDIVISION OF PART OF LOTS 4 AND 5 IN HATTENDORF'S SUBDIVISION OF PART OF LOT 1 IN ASSESSOR'S DIVISION OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

04-35-122-013-0000

C/K/A: 1348 PINE ST., GLENVIEW, IL 60025

To have and to hold said premises forever, SUBJECT TO THE FEMA DEED RESTRICTION AND THE MWRD DEED RESTRICTION ATTACHED HERETO AND MADE A PART HEREOF.

In Witness Whereof, the Grantor aforesaid has hereunto set his hand

this 6 day of August 2015

*Mario M. Savino*

MARIO M. SAVINO AS TRUSTEE OF  
THE MARIO M. SAVINO 1989 TRUST  
DATED MAY 12, 1989

REAL ESTATE TRANSFER TAX	
COUNTY:	07-Aug-2015
ILLINOIS:	0.00
TOTAL:	0.00
04-35-122-013-0000   20150801614727   1-370-425-216	

COOK COUNTY RECORDER OF DEEDS  
*[Signature]*  
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State of Illinois

County of Cook

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that MARIO M. SAVINO AS TRUSTEE OF THE MARIO M. SAVINO 1989 TRUST DATED MAY 12, 1989 personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6 day of AUGUST 2015.



*[Signature]*  
Notary Public

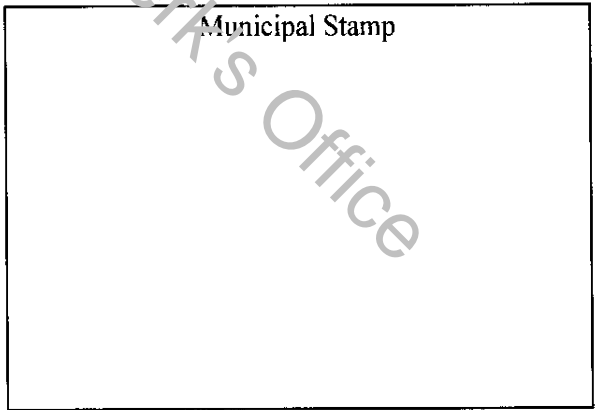
### COOK COUNTY - ILLINOIS TRANSFER STAMP

EXEMPT UNDER PROVISIONS OF PARAGRAPH B SECTION 31-45 OF THE REAL ESTATE TRANSFER TAX LAW.

DATE: 8-6-2015

*[Signature]*

MARIO M. SAVINO AS TRUSTEE OF THE MARIO M. SAVINO 1989 TRUST DATED MAY 12, 1989



THIS INSTRUMENT WAS PREPARED BY:

Gregory Catrambone  
Law Office of Gregory Catrambone, P.C.  
10555 W. Cermak Road  
Westchester, IL 60154  
(708) 562-1191

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## MWRD DEED RESTRICTION

In reference to the property commonly known as 1348 Pine Street, Glenview, Illinois ("Parcel") conveyed by the Deed between i) Mario M. Savino, as trustee under trust agreement dated May 12, 1989 and known as the Mario M. Savino 1989 Trust, ("Grantor") participating in the acquisition project funded by the Metropolitan Water Reclamation District of Greater Chicago (the "District") and ii) the Village of Glenview ("Grantee" or "Village"), its successors and assigns:

**WHEREAS**, the Grantee and the District entered into an Intergovernmental Agreement by and Between the Village of Glenview and the Metropolitan Water Reclamation District of Greater Chicago for the Acquisition, Conservation to and Maintenance of Open Space of Certain Flood Prone Parcels of Real Property Located along the West Fork of the North Branch of the Chicago River (the "Agreement") to authorize a parcel acquisition project (the "Project");

**WHEREAS**, the Agreement authorizes the Grantee to acquire the Parcel in accordance with specific terms and conditions including Grantee restricting the Parcel's future use; and

**NOW, THEREFORE**, the following restrictions hereby apply to the Parcel:

1. Terms. Pursuant to the terms of the Agreement and Project referenced therein, the following conditions and restrictions shall apply in perpetuity to the Parcel described in the attached deed and acquired by the Village pursuant to the Agreement concerning the acquisition of Parcels for open space:
  - a. Compatible uses. The Parcel shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with the Project.
  - b. Structures. No new structures or improvements shall be erected on the Parcel other than:
    - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
    - ii. A public rest room; or
    - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above.

Any improvements on the Parcel shall be in accordance with proper floodplain management policies and practices. Structures built on the

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Parcel according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus one foot of freeboard, or greater, if required by FEMA, the District, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

- c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Parcel, nor may any application for such assistance be made to any Federal entity or source. The Parcel is not eligible for coverage under the NFIP for damage to structures on the Parcel occurring after the date of the Parcel settlement, except for pre-existing structures being relocated off the Parcel as a result of the project.
- d. Transfer/Sale. Except as provided in Article 4 of the Agreement, this Parcel is not expected to be transferred, sold, or otherwise disposed of (other than to another unit of state or local government) prior to the earlier of:
- i. the last date of the economic life of the Parcel or
  - ii. a date to be provided by Notice to the Village. Any such transfer, sale, or disposition of the Parcel shall also be in compliance with Exhibit D to the Agreement.
  - iii. If title to the Parcel is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:
    - a) The Village shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
    - b) At the time of title transfer, the Village shall retain such conservation easement, and record it with the deed.
  - iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the Village in the event that the transferee ceases to exist or loses its eligible status under this section.

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2. **Inspection.** The District, its representatives and assigns shall have the right to enter upon the Parcel, at reasonable times and with reasonable notice, for the purpose of inspecting the Parcel to ensure compliance with the terms of this part, the Parcel conveyance and the terms of the Agreement.
3. **Monitoring and Reporting.** Every three years on July 1, beginning in 2015, the Village in coordination with any current successor in interest, shall submit to the District a report certifying that the Village has inspected the Parcel within the month preceding the report, and that the Parcel continues to be maintained consistent with the Agreement.
4. **Enforcement.** The Village and its respective representatives, successors and assigns, is responsible for taking measures to bring the Parcel back into compliance if the Parcel is not maintained according with the terms of the Agreement. The relative rights and responsibilities of the Village and subsequent holders of the property interest at the time of enforcement, shall include the following:
  - a. The Village will notify the grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
    - i. If the grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the Agreement within the 60-day period, the Village shall enforce the terms of the Agreement by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
    - ii. The District, its representatives, and assignees may enforce the terms of the Agreement by taking any measures it deems appropriate, including but not limited to one or more of the following:
      - a) Requiring transfer of title. The grantee or the current holder of the property interest shall bear the costs of bringing the Parcel back into compliance with the terms of the Agreement,
      - b) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the Village and its respective successors, and
      - c) Perpetual/Permanent Easement in favor of the

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District. The Village acknowledges that in the future, the District may require use of the purchased Parcel for the purpose of constructing a flood control project, including, but not limited to, reservoirs, floodwalls, levees, bio-retention systems, porous pavement, bioswales, constructed wetlands, underground storage, and conveyance improvements. To that end, the Village shall grant and cause to be recorded on each Parcel a perpetual and permanent easement in favor of the District for any and each of the above-referenced items contained herein.

Property of Cook County Clerk's Office

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Grantor's Signature: (SIGNATURES ON FOLLOWING PAGE)  
Mario M. Savino

Name (printed): MARIO M. SAVINO

Title: Trustee of the MARIO M. SAVINO 1989 TRUST DATED MAY 12, 1989

Date: 8/6/2015

Grantee's Signature: Village of Glenview  
Todd Hileman, by Paul [Signature]  
as attorney in fact

Name (printed): Todd Hileman

Title: Village Manager

Date: 8/6/15

4849-9850-4229, v. 1

Property of Cook County Clerk's Office

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## FEMA DEED RESTRICTION

In reference to the property commonly known as 1348 Pine Street, Glenview, Illinois ("Property") conveyed by the Deed between Mario M. Savino, as trustee under trust agreement dated May 12, 1989 and known as the Mario M. Savino 1989 Trust, participating in the federally-assisted acquisition project ("the Grantor") and the Village of Glenview ("the Grantee"), its successors and assigns:

**WHEREAS**, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 *et seq.*, identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

**WHEREAS**, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

**WHEREAS**, the Property is located in the Village of Glenview, and the Village of Glenview participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

**WHEREAS**, the Village of Glenview, acting by and through the Village Board of Trustees, has applied for and been awarded federal funds pursuant to an Illinois Emergency Management Agency State-Local Hazards Mitigation Grant Program Assistance Agreement (FEMA-DR-4116-IL) ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program's grantee;

**WHEREAS**, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 50, the Grant Agreement, and the State-Local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

**NOW, THEREFORE**, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the The Stafford Act program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. **Compatible uses.** The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition, and Relocation for Open Space.

b. **Structures.** No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;



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ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. ~~Disaster Assistance and Flood Insurance.~~ No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the Property occurring after the date of the property settlement, except for pre-existing structures being relocated off the Property as a result of the project.

d. ~~Transfer.~~ The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest ~~only~~ to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose

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of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on July 1, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. if the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assigns may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(SIGNATURES ON FOLLOWING PAGE)

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Grantor's Signature: Mario M. Savino

Name (printed): MARIO M. SAVINO

Title: Trustee of The MARIO M. SAVINO 1989 TRUST  
DATED MAY 12, 1989

Date: 8-8-9015

Grantee's Signature: Village of Glenview  
Todd Hileman, by ~~Paul D. Hileman~~  
as attorney in fact

Name (printed): Todd Hileman

Title: Village Manager

Date: 8/6/15