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Doc#: 1730449070 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/31/2017 09:06 AM Pg: 1 of 7

Dec ID 20171001643044
ST/CO Stamp 1-257-447-456

WARRANTY DEED Statutory (ILLINOIS)

40013817 NW 111

THE GRANTOR Victor P. Kamka, widower of Kathleen M. Kamka and not remarried, of 1899 Big Bend Drive Des Plaines, Illinois 60016 for and in consideration of Ten and no/100 (\$10.00) DOLLARS, and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to The City of Des Plaines, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois and the Illinois Municipal code 65 ILCS 5/1-1-1 et Seq., THE GRANTEE, fee simple title and all interest to 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]

Commonly known as: 1899 Big Bend Drive
Des Plaines, IL 60016-3516

~~AND NOT A PARTY TO A CIVIL UNION,~~

P.I.N.: 09-16-106-073-0000

SUBJECT TO: See Exhibits A and B attached hereto and made a part hereof.

In Witness Whereof, said Grantor has caused his name to be signed to these presents his 25 day of October, 2017.

By: Victor P. Kamka
Victor P. Kamka

THIS TRANSACTION IS EXEMPT UNDER 35
ILLINOIS COMPILED STATUTES 305/4 (B)

Maria Klein
NAME

10/25/17
DATE

Exempt deed or Instrument
eligible for recordation
without payment of tax.

M Klein 10/25/17
City of Des Plaines

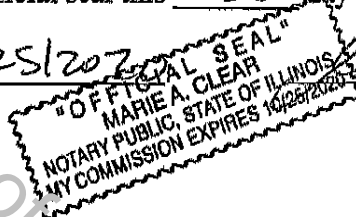
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State of Illinois,)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Victor P. Kamka, 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 official seal this 25 day of October, 2017.

Commission expires 10/25/2021



Marie A. Clear
NOTARY PUBLIC

This instrument prepared by: Peter Friedman, Esq.
Holland & Knight LLC
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603-5506

MAIL TO:
Peter Friedman Esq.
Holland & Knight LLC
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603-5506

SEND SUBSEQUENT TAX BILLS TO:
City Counsel
City of Des Plaines
1420 Miner St
Des Plaines, IL 60016-4404

RECORDER'S OFFICE BOX NO. _____

REAL ESTATE TRANSFER TAX		26-C-1 2017
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00
09-16-106-073-0000 20171001643044 1-257-447-456		

UNOFFICIAL COPY**Exhibit A****Property****Legal Description:**

LOT 38 IN BIG BEND ESTATES, A RESUBDIVISION OF PARTS OF LOTS 1 AND 2 IN FREDERICH MEINHAUSEN'S DIVISION OF LAND IN SECTION 15 AND SECTION 16, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF PART OF LOT 1 AND ALL OF LOT 2 IN THE SUBDIVISION OF LOT 28 IN LEONARD HODGE'S SUBDIVISION OF PARTS OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1872 AS DOCUMENT NO. 50684, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1899 Big Bend Drive, Des Plaines, Illinois 60016

PIN 09-16-106-073-0000

SUBJECT TO:

REAL ESTATE TAXES NOT YET DUE AND PAYABLE.

BUILDING SETBACK LINE OF 25 FEET FROM THE NORTHERLY LOT LINE AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED JANUARY 29, 1965 AS DOCUMENT NO. 19370183 AND AS ESTABLISHED BY THE GRANT RECORDED JUNE 2, 1965 AS DOCUMENT NO. 19482516.

EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY AND MIDDLE STATES TELEPHONE COMPANY, AND THEIR RESPECTIVE 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 BIG BEND ESTATES PLAT OF SUBDIVISION RECORDED JANUARY 29, 1965 AS DOCUMENT NO. 19370183 AND AS ESTABLISHED BY THE GRANT RECORDED JUNE 2, 1965 AS DOCUMENT NO. 19482516.

TERMS, PROVISIONS AND CONDITIONS CONTAINED IN AGREEMENT RECORDED JANUARY 29, 1965 AS DOCUMENT NO. 19379183 RELATING TO CONNECTION, MAINTENANCE AND WATER USAGE.

RIGHTS, IF ANY OF THE UNITED STATES OF AMERICA, THE STATE OF ILLINOIS, THE MUNICIPALITY AND THE PUBLIC IN AND TO THAT PART OF THE LAND LYING WITHIN THE BEND OF THE DES PLAINES RIVER, AND THE RIGHTS OF OTHER OWNERS OF LAND BORDERING ON THE RIVER IN RESPECT TO THE WATER OF SAID RIVER.

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EXHIBIT B

Deed Restriction

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program provided by the Federal Emergency Management Agency (FEMA-DR- 1935-IL), 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;
 - 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, 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 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.

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- 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, Tribe, 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 or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose 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 March 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

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subsequent holders of the property interest at the time of enforcement, shall include the following:

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 assignees 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 or Tribe, 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 Tribe, 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.

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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his/her agent affirms that, to the best of his/her knowledge, the name of the grantee as shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or limited liability company or foreign corporation or limited liability company 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 and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

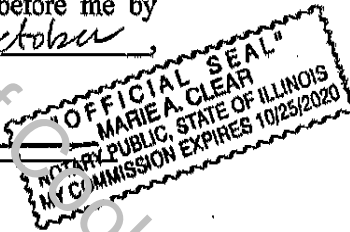
Dated this 25 day of October, 2017.

Signature:

Victor P. [Signature]
Grantor or Agent

SUBSCRIBED and SWORN to before me by said Grantor this 25 day of October, 2017.

[Signature]
Notary Public



The grantee or his/her agent affirm and verifies that the name of the grantee as 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 and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

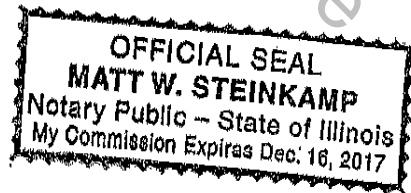
Dated this 25th day of October, 2017.

Signature:

[Signature]
Grantee or Agent

SUBSCRIBED and SWORN to before me by said Grantee this 25th day of October, 2017.

[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 Tax Act.]