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DEED 1/1 KJCSK

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Doc#: 1731241055 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/08/2017 10:44 AM Pg: 1 of 7

Dec ID 20171101650825

THE GRANTOR, Leslie Ann De Carl, trustee of the trust agreement dated April 21, 2004 and known as the Donald De Carl and Leslie Ann De Carl Revocable Trust and in pursuance of the power and authority vested in the Grantor as said Trustee and of every other power and authority the Grantor hereunto enabling, of the City of Des Plaines, County of Cook, State of Illinois, for and in consideration of Ten and 00/100 (\$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 in the following described Real Estate situated in the County of Cook, State of Illinois, to wit:

[See legal description attached hereto as Exhibit A] *located at 1420 Minor St Des Plaines IL 60016*

Commonly known as: 1967 Big Bend Drive,
Des Plaines, IL 60016

P.I.N.: 09-16-200-020-0000

SUBJECT TO: See Exhibit A and Exhibit B

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantors, as trustee aforesaid, does hereunto set their hand and seal the day and year first above written.

DATED this 21 day of OCTOBER, 2017

Leslie Ann De Carl trustee of the Donald De Carl and Leslie Ann De Carl Revocable Trust dated April 21, 2004

THIS TRANSACTION IS EXEMPT UNDER 35
ILLINOIS COMPILED STATUTES 305 / 4 (b) 16 35/145 (a) 131-43

[Signature]
NAME

10/31/2017
DATE

Exempt deed or instrument
eligible for recordation
without payment of tax

M Klein 11/3/17
City of Des Plaines

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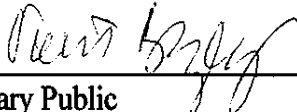
STATE OF ILLINOIS

COUNTY OF COOK

)
) SS.
)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that, Leslie Ann De Carl, is 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 she signed the said instrument as her free and voluntary act, individually and as trustee for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 31 day of OCTOBER, 2017



Notary Public

My Commission Expires _____



Prepared by and Mail to:
Peter Friedman
Holland & Knight LLP
131 South Dearborn St. 30th Floor
Chicago, IL 60603

Send Tax Bill to:
City Attorney
City of Des Plaines
1420 Miner St.
Des Plaines, IL 60016

Property of Cook County Clerk's Office

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EXHIBIT A

Property

Legal Description:

LOT 26 IN BIG BEND ESTATES, BEING A SUBDIVISION OF PART OF LOTS 1 AND 2 IN FREDERICH MEINHAUSEN'S DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A PART OF LOT 1 AND ALL OF LOT 2 IN THE SUBDIVISION OF LOT 28 IN LEONARD HODGE'S SUBDIVISION OF PART OF SECTIONS 16 AND 17 TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 1967 Big Bend Drive, Des Plaines, IL 60016

PIN: 09-16-200-020-0000

SUBJECT TO REAL ESTATE TAXES NOT YET DUE AND PAYABLE.

RIGHTS OF THE UNITED STATES OF AMERICA, THE STATE OF ILLINOIS, THE MUNICIPALITY AND THE PUBLIC, IN AND TO THAT PART OF LAND FALLING IN THE BED OF THE DES PLAINES RIVER, ALSO RIGHTS OF THE PROPERTY OWNERS IN AND TO THE FREE AND UNOBSTRUCTED FLOW OF THE WATERS OF SAID RIVER.

TERMS, PROVISIONS AND CONDITIONS CONTAINED IN AGREEMENT MADE BY HAWTHORNE LANE CIVIC ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, WOODCREST HOMES, INC., A CORPORATION OF ILLINOIS AND FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1964 AND KNOWN AS TRUST NUMBER 1140 DATED DECEMBER 21, 1964 AND RECORDED JANUARY 29, 1965 AS DOCUMENT 19370182 RELATING TO CONNECTION, MAINTENANCE AND USE OF CERTAIN DESCRIBED WATER AND SEWER FACILITIES AND COSTS WITH RESPECT THERETO.

BUILDING LINE 25 FEET FROM STREET LINE AS SHOWN ON PLAT OF BIG BEND ESTATES, RECORDED JANUARY 29, 1964 AS DOCUMENT 19370183.

GRANT RECORDED JUNE 2, 1965 AS DOCUMENT 19482516 TO THE COMMONWEALTH EDISON COMPANY AND MIDDLE STATES TELEPHONE COMPANY, THEIR SUCCESSORS AND ASSIGNS FOR RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, LAY, MAINTAIN, RELOCATE, REMOVE AND RENEW EQUIPMENT CONSISTING OF UNDERGROUND CONDUITS, CABLES, WIRES, ABOVE GROUND TRANSFORMER ENCLOSURES AND OTHER NECESSARY ELECTRICAL FACILITIES AND TO TRANSMIT AND DISTRIBUTE BY MEANS OF SAID EQUIPMENT, ELECTRICITY TO BE USED FOR HEAT, LIGHT, POWER AND OTHER PURPOSES, WITH RIGHT OF ACCESS TO THE SAME FOR THE MAINTENANCE THEREOF, ALSO TO TRIM OR REMOVE FROM TIME TO TIME SUCH TREES, BUSHES, AND SAPLINGS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE INSTALLATION AND MAINTENANCE OF SUCH FACILITIES, IN, UPON, UNDER AND ALONG THE STRIPS AND/OR PARCELS OF LAND LABELED "UTILITY" EASEMENT AND INDICATED BY BROKEN LINES AND SHADING ON THE PLAT ATTACHED THERETO MARKED EXHIBIT 'A' DATED MARCH 18, 1965.

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EXHIBIT B **DEED RESTRICTION**

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago (“District”), as authorized by the Metropolitan Water Reclamation District Act (70 ILCS 2605/1 *et seq.*), administers a Flood-Prone Property Acquisition Program (“Program”);

WHEREAS, the Program provides a process for units of local government to apply to the District for funds to assist in acquiring interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of such property as open space in perpetuity for the conservation of natural floodplain functions;

WHEREAS, the City of Des Plaines, an Illinois Home Rule Municipal Corporation acting through the City of Des Plaines Board, has applied for, and has been awarded, District funds, pursuant to an Intergovernmental Agreement with the District for the Acquisition, Conversion To and Maintenance of Open Space of Certain Flood Prone Parcels Located Along the Des Plaines River (“Intergovernmental Agreement”) to carry out the Project described therein;

WHEREAS, the terms of the Program require that the City of Des Plaines agree to conditions that restrict the use of the land to public open space in perpetuity;

Now, therefore, the grant is made subject to the following conditions:

1. Terms. Pursuant to the terms of the Intergovernmental Agreement by and between the City of Des Plaines and the District, the following conditions and restrictions shall apply in perpetuity to the parcel described in the attached deed (the “Parcel(s)”) and acquired by the City of Des Plaines for open space:
 - a. Compatible uses. The Parcel shall be dedicated and maintained in perpetuity as open space for the preservation and conservation of natural floodplain functions. Such uses may include, but are not necessarily limited to: 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.

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Any improvements on the Parcel shall be in accordance with proper floodplain management policies and practices. Structures built on the 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 the Federal Emergency Management Agency ("FEMA"), the District, or if required by any State, Tribal, County 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.
- d. **Transfer/Sale.** Any subsequent transfer or sale of the Parcel, by the City of Des Plaines or one of its successors in interest, must comply with this deed restriction. For any proposed transfer or sale, the District must give prior written approval, in accordance with the following requirement:
- i. The City of Des Plaines, or any successor in interest, may convey a property interest to the United States or any agency of the federal government, an agency of the State, or to a unit of local government. Conveyance of any property interest must reference and incorporate this original deed restriction, and it must incorporate a provision for the property interest to revert to the City of Des Plaines in the event that the transferee ceases to exist or loses its eligible status.
 - ii. The request by the City of Des Plaines, or any successor in interest, to transfer or sell the Parcel must include a signed statement from the proposed transferee in which it acknowledges and agrees to be bound by the terms of this deed restriction.
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 deed restriction, the Parcel conveyance and the terms of the Intergovernmental Agreement.
3. **Monitoring and Reporting.** Every three years on July 1, beginning in 2016, the City of Des Plaines, in coordination with any current successor in interest, shall submit to the District a report certifying that the City has inspected the Parcel within the month preceding the report, and that the Parcel continues to be maintained consistent with the Intergovernmental Agreement.

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4. **Enforcement.** The City of Des Plaines 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 this deed restriction. The relative rights and responsibilities of the City of Des Plaines and subsequent holders of the property interest at the time of enforcement (collectively, the "Successor in Interest"), shall include the following:
 - a. The City of Des Plaines shall notify the Successor in Interest in writing of any violations and advise them that they have 60 days to correct the violations.
 - i. If the Successor in Interest fails to demonstrate a good faith effort to come into compliance with the terms of the Agreement within the 60-day period, the City of Des Plaines 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 deed restriction by taking any measures it deems appropriate, including but not limited to one or more of the following:
 - a) Requiring transfer of title back to the City of Des Plaines as required in 1(d)(i). The Successor in Interest 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; or
 - b) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the City and its respective successors.
5. **Perpetual/Permanent Easement in favor of the District.** The City of Des Plaines, or any Successor in Interest, 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, this deed restriction, which is applicable to the City of Des Plaines and any Successor in Interest, shall constitute a perpetual and permanent easement in favor of the District for any and each of the above-referenced items contained herein.

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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 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 title to real estate under the laws of the State of Illinois.

Dated this 31 day of October, 2017.

Signature: *Leticia Ann DeCaro*
Grantor or Agent

SUBSCRIBED and SWORN to before me by said Grantor this 31 day of October 2017.

Vincent Brizgys
Notary Public



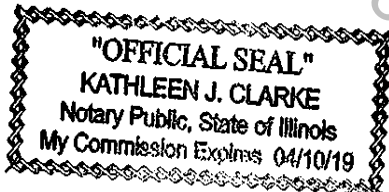
The grantee or his/her agent affirm and verify that the name of the grantee as shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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 8th day of November, 2017.

Signature: *Kathleen J. Clarke*
Grantee or Agent

SUBSCRIBED and SWORN to before me by said Grantee this 8 day of November, 2017.

Kathleen J. Clarke
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.]