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11KJCSL

# UNOFFICIAL COPY

**DEED**

Doc#: 1803306076 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/02/2018 10:23 AM Pg: 1 of 7

**THE GRANTOR**, Dorothy J. Borsch also known as Dorothy Borsch as trustee under the terms and provisions of a trust agreement dated December 11, 2001 and known as the Dorothy J. Borsch Trust as restated and amended on December 29, 2014 and titled the Dorothy J. Borsch Trust dated December 11, 2001, 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:

Dec ID 20180201694393  
ST/CO Stamp 0-602-337-824

[See legal description attached hereto as Exhibit A]

Commonly known as: 1776 Sherwood Road,  
Des Plaines, IL 60016

P.I.N.: 09-16-106-031-0000

**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 January, 2018

*Dorothy J. Borsch*

Dorothy J. Borsch also known as Dorothy Borsch as trustee under trust agreement known as the Dorothy J. Borsch Trust dated December 11, 2001

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

REC-1007 1/29/18  
City of Des Plaines

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

*Christina Kelly*  
NAME

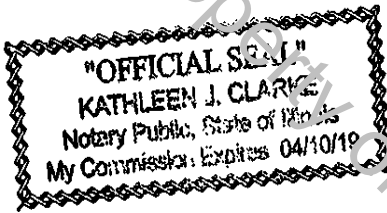
1-30-18  
DATE

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that, Dorothy J. Borsch, also known as Dorothy Borsch, 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 January, 2018



[Signature]  
Notary Public  
My Commission Expires April 10, 2019

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

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

Cook County Clerk's Office

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## EXHIBIT A

### **Property**

#### **Legal Description:**

LOTS 6 AND 7 IN THE SUBDIVISION OF THE NORTH ½ OF LOT 26 AND ALL OF LOT 27 IN LEONARD HODGE'S SUBDIVISION OF PART OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 1929 AS DOCUMENT NUMBER 10358009, IN COOK COUNTY, ILLINOIS.

**Commonly known as: 1776 Sherwood Road**

**PIN: 09-16-106-031-0000**

SUBJECT TO REAL ESTATE TAXES NOT YET DUE AND PAYABLE. AND 50 FOOT BUILDING LINE PER THE PLAT RECORDED AS DOCUMENT 10358009 ON MAY 2, 1929

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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 ("City"), acting through the City 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 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:

- I. Terms. Pursuant to the terms of the Intergovernmental Agreement by and between the City 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 (the "City") 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 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 requirements:
    - i. The City 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 in the event that the transferee ceases to exist or loses its eligible status.
    - ii. The request by the City, 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, 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.
  4. Enforcement. The City 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 and subsequent holders of the property interest at the time of enforcement (collectively, the "Successor in Interest"), shall include the following:
    - a. The City shall notify the Successor in Interest in writing of any violations and advise them that they have 60 days to correct the violations.

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- 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 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 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 in to 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. The City or its respective successor shall pay all reasonable attorneys' fees.
5. Perpetual/Permanent Easement in favor of the District. The City, 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 or sewer 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 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

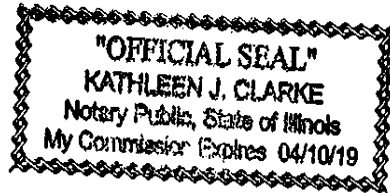
The grantor or his/her agent affirms that, to the best of his/her knowledge, the name of the grantee as shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title 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<sup>st</sup> day of January, 2018.

Signature: *Carol J. Bandy*  
Grantor or Agent

SUBSCRIBED and SWORN to before me by said Grantor this 31 day of January, 2018.

*Kathleen J. Clarke*  
Notary Public



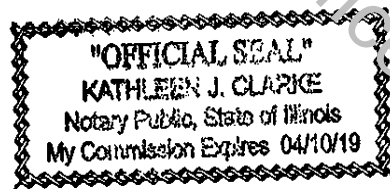
The grantee or his/her agent affirm and verify that the name of the grantee as shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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 31<sup>st</sup> day of January, 2018.

Signature: *Wesley R. Curly*  
Grantee or Agent

SUBSCRIBED and SWORN to before me by said Grantee this 31 day of Jan, 2018.

*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.]