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Doc# 1804415151 Fee \$52.00
RHSP FEE:\$9.00 RPRF FEE: \$1.00
AFFIDAVIT FEE: \$2.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 02/13/2018 04:00 PM PG: 1 OF 8

QUITCLAIM DEED

Pursuant to authority under the "Flood Control Act of 1945", 615 ILCS 15/4, the **People of the State of Illinois, Department of Natural Resources, Office of Water Resources**, do hereby **Convey and Quitclaim** all rights, title and interest of the State of Illinois in and to certain real estate acquired under the terms and conditions of an agreement between the City of Des Plaines, Illinois, and the State of Illinois, Department of Natural Resources, Office of Water Resources, hereinafter referred to as the "DEPARTMENT", for the City of Des Plaines Flood Mitigation Project entered into the 14th day of April, 2014 (Contract #312, as amended), **unto the City of Des Plaines**, an Illinois municipal corporation and home rule unit of government, situated in the County of Cook and the State of Illinois, hereinafter referred to as the "CITY", **the following described real estate, to wit:**

LOT 28 IN BIG BEND ESTATES, A RESUBDIVISION OF PARTS OF LOTS 1 AND 2 OF FREDERICH MEINSHAUSEN'S DIVISION OF LANDS IN SECTION 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.

ADDRESS OF PROPERTY: 1959 Big Bend Drive, Des Plaines, Illinois
PERMANENT PARCEL NUMBER: 09-16-106-063

Subject to the following reservations and covenants, which shall run with the land, as shown in the attached Exhibit A.

The Department reserves all present rights and any future rights which may occur to enforce the restrictive covenants or agreements both at law and in equity. The Grantee or Transferee agrees that any breach or threatened breach of the covenants and conditions may be enjoined upon the application by the Department. In addition, the Director of the Department will have the option to reclaim the property if the Grantee or Transferee fails to remove or correct any violations of the covenants or conditions within sixty (60) days after the mailing of written notice thereof by said Director to the Grantee or Transferee. If any subsequent Grantee or Transferee ceases to exist or loses its eligible status, this property shall revert to the State.

No Des Plaines Stamp
Deed to City of Des Plaines
KK

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STATE OF ILLINOIS

RECOMMENDED:

APPROVED:

By: *Daniel Injerd*
Daniel Injerd, Director
Office of Water Resources

By: *Wayne A. Rosenthal*
Wayne A. Rosenthal, Director
Department of Natural Resources

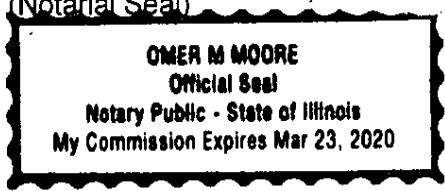
STATE OF ILLINOIS)
) ss.
COUNTY OF SANGAMON)

APPROVED FOR EXECUTION

Date: 12/13/17
Legal Counsel: *[Signature]*

I, OMER M. MOORE, a Notary Public in the State and County aforesaid, DO HEREBY CERTIFY that Wayne A. Rosenthal, personally known to me to be the Director of the Department of Natural Resources, a Department of the Government of the State of Illinois, and Daniel Injerd, personally known to me to be the Director of the Office of Water Resources of said Department, and whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Directors of the Department of Natural Resources and the Office of Water Resources, they signed and delivered the said instrument, as their free and voluntary act and as the free and voluntary act of said Department and Office, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of December, 2017.
(Notarial Seal)



Omer M Moore
Notary Public

I, Bruce Rauner, Governor of the State of Illinois, pursuant to the provisions of the "Flood Control Act of 1945", 615 ILCS 15/4, do hereby approve the conveyance of the aforementioned lands.

Bruce Rauner
Bruce Rauner,
Governor

Exempt under Section 31-45 (b)(1) of the Real Estate Transfer Tax Law.

1-12-18
Date

[Signature]
Seller or Representative
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PREPARED BY:
Illinois Department of Natural Resources
Division of Realty
One Natural Resources Way
Springfield, IL 62702-1271

AFTER RECORDING MAIL TO:
Megan Cawley, Attorney
Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, IL 60603

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
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RECORDER OF DEEDS

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EXHIBIT A

In reference to the property or properties ("Property") which is legally described in this subject deed and which was conveyed by the deed between Mary Ann Hageman participating in the federally-assisted acquisition project described below, with the State of Illinois, Department of Natural Resources, Office of Water Resources ("the Grantor") and now conveyed to the City of Des Plaines, Illinois, an Illinois municipal corporation and home rule unit of government, ("the Grantee", or "City"), 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 City has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated April 14, 2014 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in City of Des Plaines, Illinois, and the City participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

Whereas, the City, acting by and through the City Council of the City of Des Plaines, has applied for and been awarded federal funds pursuant to an agreement with State of Illinois, dated April 14, 2014, ("State-local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, 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 §5170c, Hazard Mitigation Grant 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

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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.

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

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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 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 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;

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and current holder of the property interest.

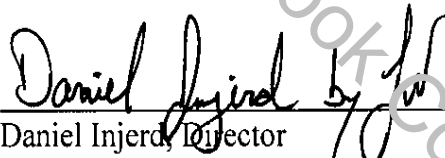
b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

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.

Grantor: State of Illinois, Department of Natural Resources
Office of Water Resources

By: 
Daniel Injerd, Director
Office of Water Resources

Date 12-8-17

Grantee: City of Des Plaines, Illinois

By: 
Michael G. Bartholomew, City Manager

Date 1/29/18

Last Updated: 07/27/2012 - 15:23

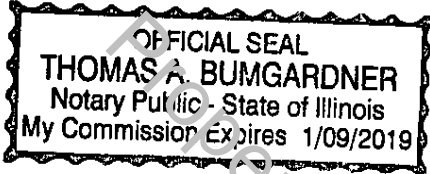
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STATEMENT BY GRANTOR AND GRANTEE

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 30th day of January, 2018.

Grantor:
State of Illinois, Department of Natural Resources



Signature: *Connie Waggoner*
By: Connie Waggoner, Director, Office of Realty and Environmental Planning

SUBSCRIBED and SWORN to before me by said Grantor this 30th day of January, 2018.

Thomas A. Bumgardner
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 5th day of February, 2018.

Grantee: City of Des Plaines, Illinois

Signature: *Megan R. Cawley*
By: Megan R. Cawley, Attorney

SUBSCRIBED and SWORN to before me by said Grantee this 5th day of February, 2018.

Kathleen A. Kestler
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.]