

UNOFFICIAL COPY

31T

41043727 G

WARRANTY DEED 1/1

Doc#: 1913457006 Fee: \$60.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 05/14/2019 09:48 AM Pg: 1 of 7

Dec ID 20190501666477
ST/CO Stamp 1-303-959-456

MAIL RECORDED DEED TO:

Caitlyn Sharrow
Denzin Soltanzadeh, LLC
190 S LaSalle, Suite 2160
Chicago, IL 60603

MAIL FUTURE TAX STATEMENTS

TO:

Cook County d/b/a
Cook County Land Bank Authority
69 W. Washington Street, Suite 2938
Chicago, Illinois 60602

& not a party to a civil union
THE GRANTORS: **Rene Rios**, an unmarried man, of the County of Cook, State of Illinois, for and in consideration of TEN and NO/100 dollars (\$10.00) and other good and valuable consideration, in hand paid, does hereby CONVEY and WARRANT to GRANTEE: **Cook County d/b/a Cook County Land Bank Authority**, of the City of Chicago, County of Cook, State of Illinois, all interest in the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

LOT 3 IN BLOCK 20 IN FULLERTON GARDENS, A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 33 AND THE SOUTH ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 12-33-230-003-0000

Address of Real Estate: 9645 W. McLean Ave., Melrose Park, IL 60164

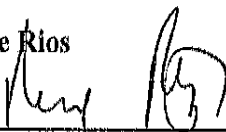
(unincorporated Melrose Park)

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises subject only to general real estate taxes not due and payable at the time of closing; covenants, conditions, and restrictions of record; building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the real estate; and the restrictions set forth in **Exhibit A**, attached hereto.

DATED this 29th day of April, 2019.

GRANTOR:

Rene Rios



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Rene Rios, 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 they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 29th day of April, 2019.



NOTARY PUBLIC



COOK COUNTY-ILLINOIS TRANSFER
STAMP:

NAME and ADDRESS OF PREPARER:



Caitlyn Sharrow
Denzin Soltanzadeh, LLC
190 S LaSalle, Suite 2160
Chicago, IL 60603

EXEMPT UNDER PROVISIONS OF 35
ILCS 200/31-45, PARAGRAPH (b), REAL
ESTATE TRANSFER ACT

DATE: April 29, 2019



Signature of Buyer, Seller or Representative

REAL ESTATE TRANSFER TAX		10-May-2018
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00
12-33-230-003-0000		20190501686477 1-303-959-456

UNOFFICIAL COPY

GRANTOR/GRANTEE AFFIDAVIT: STATEMENT BY GRANTOR AND GRANTEE AS REQUIRED BY §55 ILCS 5/3-5020 (from Ch. 34, par. 3-5020)

GRANTOR SECTION

The **GRANTOR** or her/his agent, affirms that, to the best of her/his knowledge, the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (ABI) 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 another 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: May 3, 2019

SIGNATURE: [Signature]
GRANTOR or AGENT

GRANTOR NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTOR signature.

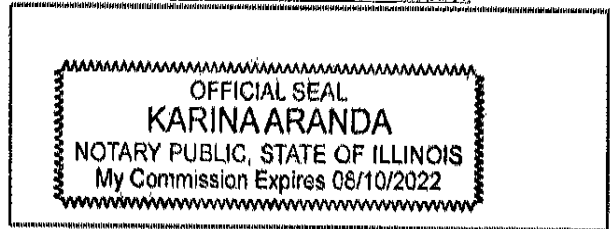
Subscribed and sworn to before me, Name of Notary Public:

By the said (Name of Grantor): Caitlyn Sharrow

On this date of: May 3, 2019

NOTARY SIGNATURE: [Signature]

AFFIX NOTARY STAMP BELOW



GRANTEE SECTION

The **GRANTEE** or her/his agent affirms and verifies that the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (ABI) 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: May 3, 2019

SIGNATURE: [Signature]
GRANTEE or AGENT

GRANTEE NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTEE signature.

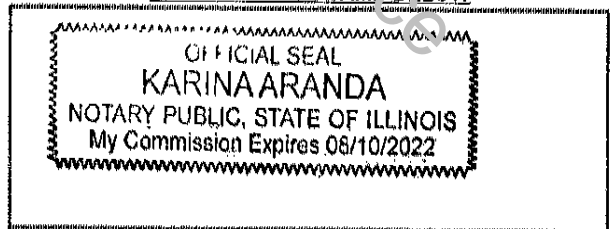
Subscribed and sworn to before me, Name of Notary Public:

By the said (Name of Grantee): Caitlyn Sharrow

On this date of: 05 | 3 | 2019

NOTARY SIGNATURE: [Signature]

AFFIX NOTARY STAMP BELOW



CRIMINAL LIABILITY NOTICE

Pursuant to Section 55 ILCS 5/3-5020(b)(2), 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 the **Illinois Real Estate Transfer Act; (35 ILCS 200/Art. 31)**

UNOFFICIAL COPY

Exhibit A to Deed

FEMA MODEL DEED RESTRICTION

In reference to the property ("Property") conveyed by the Deed between Rene Rios, participating in the federally-assisted acquisition project ("the Grantor") and County of Cook, a body politic and corporate, d/b/a Cook County Land Bank Authority ("CCLBA"), ("the Grantee"), its successors and assigns:

WHEREAS, the Flood Mitigation Assistance Program, as authorized in the National Flood Insurance Reform Act of 1994, Section 1366 and 1367, (42 USC, 4104c, 4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under National Flood Insurance Program;

WHEREAS, the mitigation grant provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interest 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 State of Illinois 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 August 9, 2016 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee;

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

WHEREAS, the Office of Cook County Department of Homeland Security and Emergency Management, acting by and through the Cook County Board has applied for and been awarded federal funds pursuant to an agreement with the State of Illinois dated October 6, 2016 ("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 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 Acquisition and Relocation for Open Space.

UNOFFICIAL COPY

- 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 use 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 of 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

UNOFFICIAL COPY

- 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 a 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 August 31st, 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; 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.

UNOFFICIAL COPY

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 to 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.

Property of Cook County Clerk's Office