

# UNOFFICIAL COPY

5 EXECUTOR'S DEED  
20028672NC 111

Doc# 2102206297 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 01/22/2021 02:27 PM Pg: 1 of 11

**THE GRANTOR**, George E. Koeune and Therese N. Matyjka, as Independent Co-Executors of the Estate of Katherine Koeune, Deceased, by virtue of the will of Katherine Koeune, Deceased and the letters testamentary issued to them by the Circuit Court of Cook County, State of Illinois in Case No. 2019P003332 which letters of Office are now in full force and effect, and in exercise of the power of sale granted to them in and by the Will of Katherine Koeune, Deceased and in pursuance of the power and authority vested in the Grantor as said Independent Co-Executors and of every other power and authority, the Grantor hereunto enabling, of 1794 Rand Road, of Des Plaines, Illinois, 60016.

for and in consideration of One Hundred Eighty-Five Thousand and 00/100 (\$185,000.00) 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 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 and incorporated herein by this reference]

Commonly known as: 1794 Rand Road,  
Des Plaines, IL 60016

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

P.I.N.: 09-16-107-014-0000

S. Brown 12/14/2020  
City of Des Plaines

Together with all right, title and interest whatsoever, at law or in equity of said Katherine Koeune, Deceased, in and to the premises.

**SUBJECT TO:** See Exhibit A and Exhibit B incorporated herein by this reference

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

THIS TRANSACTION IS EXEMPT UNDER 35  
ILLINOIS COMPILLED STATUTES 305 / 4 (b ).

[Signature]  
NAME

12-16-20  
DATE

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DATED this 8 day of December, 2020

*George E. Koeune*

George E. Koeune, as Independent Co-Executor of the Estate of Katherine Koeune, Deceased,

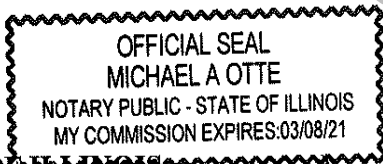
*Therese N. Matyja*

Therese N. Matyja, as Independent Co-Executor of the Estate of Katherine Koeune, Deceased,

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, Therese N. Matyja, 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, 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 8 day of December, 2020

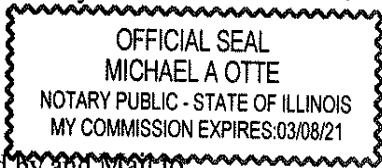


*Michael A. Otte*  
Notary Public  
My Commission Expires 3-8-21

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 George E. Koeune 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 the said instrument as his 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 official seal, this 8 day of December, 2020



*Michael A. Otte*  
Notary Public  
My Commission Expires 3-8-21

Prepared by and Man to:  
Peter Friedman  
Elrod Friedman LLP  
325 N. LaSalle St Suite 450  
Chicago, IL 60654

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

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## EXHIBIT A

### Property

#### Legal Description:

LOT 5 (EXCEPT THE SOUTHWESTERLY 17 FEET THEREOF) IN THE SUBDIVISION OF THE NORTHWESTERLY 265 FEET OF LOT 24 OF LEONARD HODGES 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: 1794 Rand Rd, Des Plaines, IL 60016

PIN: 09-16-107-01+0000

SUBJECT TO REAL ESTATE TAXES NOT YET DUE AND PAYABLE AND

TEMPORARY (FIVE YEAR OR UNTIL COMPLETED) CONSTRUCTION EASEMENT FOR PARCEL CONTAINING 0.005 Acre (234 SQUARE FEET) MORE OR LESS, FOR PURPOSE OF ROADWAY CONSTRUCTION AND OTHER HIGHWAY PURPOSES, ON, OVER, AND THROUGH, THE LAND RECORDED OCTOBER 7, 2019 AS DOCUMENT 1928046307.

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## EXHIBIT B

### FEMA Model Deed Restriction

In reference to the property or properties ("Property") conveyed by the Deed between George E. Koeune and Therese N. Matyja as Independent Co-Executors of the Estate of Katherine Koeune, deceased by virtue of letters testamentary issued by the Circuit Court of Cook County, Illinois in Case No 2019 P003332 in full force and effect, participating in the federally-assisted acquisition project ("the Grantor(s)") and the City of Des Plaines, an Illinois municipal corporation and home rule unit of government, ("the Grantee"), 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 pre-disaster mitigation grants under § 5133, Pre-Disaster Mitigation, to assist States and local governments in implementing cost-effective hazard mitigation measures to reduce injuries, loss of life, and damage and destruction of property;

WHEREAS, the mitigation grant program provides a process for a local government, through the State of Illinois ("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 State has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a Pre-Disaster Mitigation Grant with FEMA, Grant No. EMC-2018-PC-0005 ("Grant Agreement"), signed January 28, 2020 and herein incorporated by reference; making the State (Illinois Emergency Management Agency) a mitigation grant program grantee;

WHEREAS, the City of Des Plaines, 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 the State dated July 21, 2020, Intergovernmental Grant Agreement Between the State of Illinois, Illinois Emergency Management Agency and the City of Des Plaines, ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

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

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, retroactive to the original date of the Deed transferring ownership of the land from the Pre-Disaster Mitigation Grant program participant, the Grantor, to the City of Des Plaines:

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1. **Terms.** Pursuant to the terms of the Pre-Disaster 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.
  - 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 (*see* 44 C.F.R. §80.19(a)(2)) 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 (44 C.F.R. §80.19), and documentation of its status as a qualified conservation organization if applicable.

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- 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 (44 C.F.R. §80.19), 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 (44 C.F.R. §80.19).
  - 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 (44 C.F.R. § 80.19), 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 (44 C.F.R. §80.19) 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 (44 C.F.R. § 80.19).
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 (44 C.F.R. Part 80), the Property conveyance and of the grant award.
  3. **Monitoring and Reporting.** Every three years beginning on July 1, 2023, 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.

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- 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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Signed by Grantor(s), witnesses and notarization in accordance with local law.

Grantor's Name George E. Koeune as Independent Co-Executor of the Estate of Katherine Koeune, deceased


Date 12-8-20

Grantor's Signature George E. Koeune

Grantor's Title Independent Co-Executor of the Estate of Katherine Koeune,

State of Illinois )  
) SS.  
County of Cook )

I, the undersigned, a Notary Public for the above county and state, DO HEREBY CERTIFY that George E. Koeune, is personally known to me to be the same person whose name is subscribed as Grantor, and he/she appeared before me this day in person, and acknowledged that he/she signed, sealed, and delivered the foregoing instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Dated: 12-8-20  
(SEAL)  MAO  
Notary Public  
My commission expires: 3-8-21

Grantor's Name Therese N. Matyja as Independent Co-Executor of the Estate of Katherine Koeune, deceased

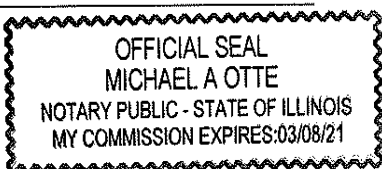
Date 12-8-20

Grantor's Signature Therese N. Matyja

Grantor's Title Independent Co-Executor of the Estate of Katherine Koeune

State of Illinois )  
) SS.  
County of Cook )

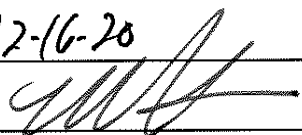
I, the undersigned, a Notary Public for the above county and state, DO HEREBY CERTIFY that Therese N. Matyja, is personally known to me to be the same person whose name is subscribed as Grantor, and he/she appeared before me this day in person, and acknowledged that he/she signed, sealed, and delivered the foregoing instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Dated: 12-8-20  
(SEAL)  MAO  
Notary Public  
My commission expires: 3-8-21



# UNOFFICIAL COPY

Signed by Grantee, witnesses and notarization in accordance with local law.

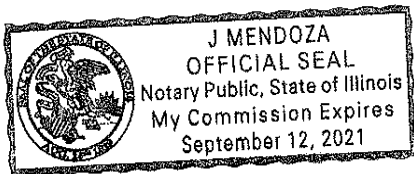
Grantee's Name City of Des Plaines  
 Date 12-16-20  
 Grantee's Signature   
 Grantee's Title Michael G. Bartholomew, City Manager


State of Illinois )  
 ) SS.  
 County of Cook )

I, the undersigned, a Notary Public for the above county and state, DO HEREBY CERTIFY that Michael G. Bartholomew, is personally known to me to be the same person whose name is subscribed as City Manager of the City of Des Plaines, an Illinois home rule municipal corporation, and he appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

Dated: 12/15/20

(SEAL)



  
 Notary Public  
 My commission expires: 9/12/21

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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 8 day of December, 2020.

*George E. Keune*

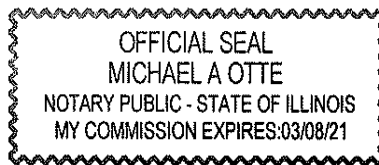
*Thomas V. Stalypa*

Signature: \_\_\_\_\_

Grantor or Agent

SUBSCRIBED and SWORN to before me by said Grantor this 8 day of December, 2020.

*[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 \_\_\_\_\_ day of \_\_\_\_\_, 2020.

*[Signature]*

Signature: \_\_\_\_\_

Grantee or Agent

SUBSCRIBED and SWORN to before me by said Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
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.]

# UNOFFICIAL COPY

## 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 \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Signature: \_\_\_\_\_  
Grantor or Agent

SUBSCRIBED and SWORN to before me by said Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

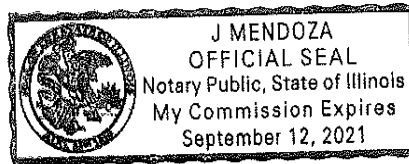
The grantee or his/her agent affirm and verifies that the name of the grantee as shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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 16th day of December, 2020.

Signature: \_\_\_\_\_  
Grantee of Agent

SUBSCRIBED and SWORN to before me by said Grantee this 15th day of DECEMBER, 2020.

J Mendosa  
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.]