

UNOFFICIAL COPY



Doc# 2108217053 Fee \$88.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/23/2021 12:57 PM PG: 1 OF 6

**QUIT CLAIM DEED AND  
RESERVATION OF EASEMENTS  
AGREEMENT**

(RESERVED FOR RECORDING DATA)

Grantor, the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic organized and existing under the laws of the State of Illinois ("Grantor"), for good and valuable consideration and subject to the terms and conditions herein, CONVEYS and QUIT CLAIMS to the Village of Stone Park, 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 ("Grantee"), the following described real estate (the "Property"):

Address: 1540 N. 43rd Ave., Stone Park, IL

LOT 154 IN MILLS AND SONS MEADOWCREEK, A SUBDIVISION OF THE SOUTH 3/8 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE WEST 1/2 OF THE WEST 1/2 THEREOF) LYING NORTH OF LAKE STREET, ALL IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

PIN: 15-05-403-027-0000

Reservation of Temporary Construction Easement

1. Grantor conveys the Property described herein and explicitly reserves the following property interests in the Property:
2. Grantor, its agents, consultants, contractors, and invitees, reserves a non-exclusive temporary construction easement ("Temporary Construction Easement") in, over, across and through the Property for the purposes of constructing the Addison Creek Channel Improvements Project ("Project"), which includes the right, privilege, and authority during the construction to use all or any portion of the Property for access to the work, transportation, and storage of materials, tools, equipment and surplus excavation.

# UNOFFICIAL COPY

Said Temporary Construction Easement shall be from the execution of this Agreement until Final Completion of the Project. Final Completion is defined in the Intergovernmental Agreement by and between Grantor and Grantee entered into on October 11, 2018 ("IGA").

## Reservation of Permanent Easement:

Grantor conveys the Property described herein and explicitly reserves the following property interests in the Property:

1. Grantor, its agents, consultants, contractors, and invitees, reserves a non-exclusive permanent easement ("Permanent Easement") in, over, across and through the Property for the purposes of maintaining the Project improvements after Final Completion, and for the purpose of constructing any other flood control, streambank stabilization, or sewer projects that may be approved by the Grantor's Board of Commissioners, including, but not limited to, reservoirs, floodwalls, levees, bioretention systems, porous pavement, bioswales, constructed wetlands, underground storage, and conveyance improvements. To that end, the Property 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; unimproved, unpaved parking lots; buffer zones; and other uses consistent with the Project. Grantee and its successors, assigns, and beneficiaries may not construct a building or buildings or other structures or permanent improvements upon the Permanent Easement, without the prior written consent of the District's Executive Director, or their designee.
2. This reservation of a Permanent Easement in, over, across and through the Property shall not be interpreted as creating an affirmative duty of the Grantor to maintain the Project improvements after Final Completion. Pursuant to the terms of the IGA, it shall be the responsibility of Grantee, at its sole cost and expense, to perpetually maintain the Project improvements. In the event Grantee fails to maintain the Project improvements, Grantor may, at its sole option, cause such maintenance to be performed with the costs to be paid by the Grantee, as set forth in the IGA.
3. The rights, easement and privileges relating to the Permanent Easement shall continue in full force and effect from the date herein in perpetuity, shall run with the land and shall be binding upon the successors and assigns as well as the grantees of the Grantee, unless amended, modified or terminated by an agreement executed, acknowledged and recorded by Grantor and Grantee.

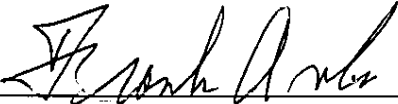
This Deed and Agreement are subject to the provisions of the IGA, including without limitation Article 13 (Indemnification). Nothing herein shall be construed as a waiver or modification of any provision of the IGA, which remains in effect according to its terms.

# UNOFFICIAL COPY

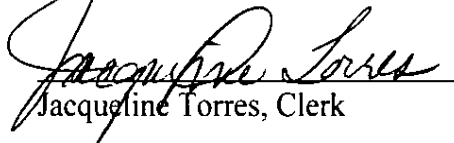
This Deed is dated this 24<sup>th</sup> day of SEPTEMBER, 2020

Grantor:

The Metropolitan Water Reclamation  
District of Greater Chicago

By:   
Frank Avila  
Chairman of the Committee on Finance

ATTEST:

  
Jacqueline Torres, Clerk

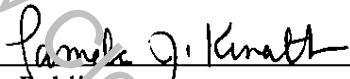
STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF COOK )

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Frank Avila and Jacqueline Torres, personally known to me to be the same persons whose names are 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 acts for the uses and purposes therein set forth.

Given under my hand and official seal, this 24<sup>th</sup> day of September, 2020.

(SEAL)



  
Notary Public  
Commission Expires: 10/25/21

Send subsequent tax bills, and after recording return to:

Village of Stone Park  
1825 North 32<sup>nd</sup> Avenue  
Stone Park, Illinois 60165

Exempt under provisions of Section 31-45(b)

**VILLAGE OF STONE PARK  
COOK COUNTY, IL  
EXEMPT-1540 N. 43<sup>rd</sup> Ave  
REAL ESTATE TRANSFER TAX  
ORDINANCE No. 37-4**

# UNOFFICIAL COPY

Grantee:

Village of Stone Park

By: *Beniamino Mazzulla*  
Beniamino Mazzulla  
Mayor

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF COOK        )

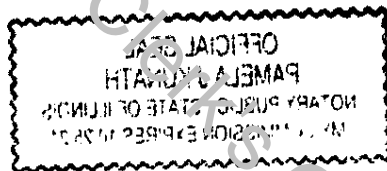
I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Beniamino Mazzulla, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 31 day of August, 2020.

(SEAL)

*Aracely Gutierrez*  
Notary Public

Commission Expires: 3-27-22



# UNOFFICIAL COPY

APPROVED:

<u>Brian Berkovich</u>	9.21.20
Executive Director	Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

<u>Catherine A. O'Connor</u>	9/10/20
Director of Engineering	Date

APPROVED AS TO FORM AND LEGALITY:

<u>Ellen Avery</u>	9/21/2020
Head Assistant Attorney	Date

<u>Saman M. Haddad</u>	9/21/2020
General Counsel	Date

569209\_1

Property of Cook County Clerk's Office

# 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: 11 | 3 | 2020

SIGNATURE: *J. An. Sorell*  
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): MWR DSC

On this date of: 11 | 3 | 20

NOTARY SIGNATURE: *Pamela J. Kunath*

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: 10 | 6 | 2020

SIGNATURE: *Benamino Mazzetta*  
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): Benamino Mazzetta

On this date of: 10 | 6 | 2020

NOTARY SIGNATURE: *Aracely Gutierrez*

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)