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2120010041

Doc# 2120010041 Fee \$93.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/19/2021 01:12 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: 1516 N. 40th Ave., Stone Park, IL

LOT 19 IN BLOCK 25, EXCEPT THAT PART TAKEN FOR RIGHT OF WAY, IN H.O. STONE & COMPANY'S WORLD FAIR ADDITION, BEING A SUBDIVISION OF PART OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-04-300-048-0000

Reservation of Temporary Construction Easement

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

REAL ESTATE TRANSFER TAX		19-Jul-2021
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00
15-04-300-048-0000 20210501647930 0-232-338-192		

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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.

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Grantee:

Village of Stone Park

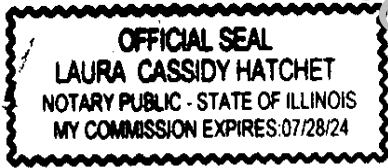
By: *Beniamino Mazzulla*
Beniamino Mazzulla
Mayor

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

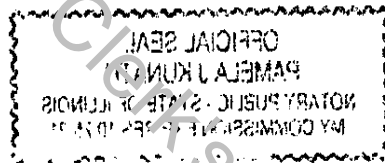
I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Beniamino Mazzulla, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered 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 24th day of February, 2021.
Laura Cassidy Hatchet
Notary Public

(SEAL)



Commission Expires: 7/28/2024



VILLAGE OF STONE PARK
COOK COUNTY, IL
EXEMPT-1516 N. 40th Ave
REAL ESTATE TRANSFER TAX
ORDINANCE No. 87-4

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APPROVED:

Brian Berkovich 3.24.21
 Executive Director Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Catherine A O'Connor 3/23/21
 Director of Engineering Date

APPROVED AS TO FORM AND LEGALITY:

Margaret J. Conroy 3/24/21 JMP
 Head Assistant Attorney Date

Erin Mally 3,24,21
 General Counsel Date

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COOK COUNTY CLERK OFFICE
 RECORDING DIVISION
 118 N. CLARK ST. ROOM 120
 CHICAGO, IL 60602-1387

Property of Cook County Clerk's Office

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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: 4 | 21 | 2021

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:

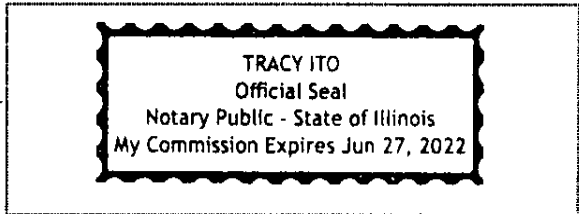
Tracy Ito

By the said (Name of Grantor): MWRDGC

AFFIX NOTARY STAMP BELOW

On this date of: 4 | 21 | 2021

NOTARY SIGNATURE: [Signature]



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: 2 | 24 | 2021

SIGNATURE: [Signature]
GRANTEE or AGENT

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

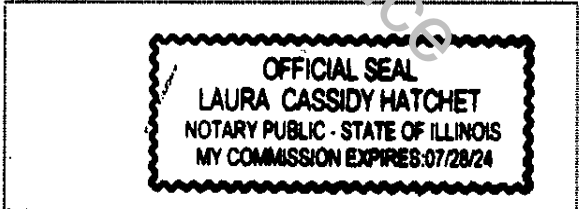
Subscribed and sworn to before me, Name of Notary Public:

By the said (Name of Grantee): Benjamin Mazzella

AFFIX NOTARY STAMP BELOW

On this date of: 2 | 24 | 2021

NOTARY SIGNATURE: [Signature]



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)**