

# UNOFFICIAL COPY



\*2202642026D\*

Doc# 2202642026 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/26/2022 01:39 PM PG: 1 OF 7

## SPECIAL WARRANTY DEED

MAIL RECORDED DEED TO:

MAIL FUTURE TAX STATEMENTS

TO:

Village of Robbins  
3327 W. 137th Street  
Robbins, Illinois 60472

THE GRANTORS, County of Cook, a body politic and corporate, d/b/a Cook County Land Bank Authority, of the City of Chicago, 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 GRANT, SELL, and CONVEY to GRANTEE Village of Robbins, an Illinois municipal corporation all interest in the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

**THE NORTH 30 FEET OF THE SOUTH 150 FEET OF THE EAST 1/2 OF THE WEST 1/4 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

Permanent Index Number (PIN): 28-01-101-067-0000

Address of Real Estate: 13634 S. Troy Avenue, Robbins, Illinois 60472

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 liens 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.

GRANTOR, for itself and its successors and assigns, hereby covenants and represents that it has not done, or suffered to be done, anything whereby the premises hereby conveyed is, or may be, in any manner encumbered or charged, except as recited herein, and that it will warrant and defend the premises against all persons lawfully claiming by, through or under grantor and none other.

DATED this 15<sup>th</sup> day of December, 2021.



**VILLAGE OF ROBBINS**  
Real Estate Exempt Transfer Tax

Date: 12/22/21  
1639 *SD*

*2165C 0069234*

*7/7 RW*

*Cook County Title*

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COUNTY OF COOK, A BODY POLITIC AND CORPORATE, D/B/A COOK COUNTY LAND BANK AUTHORITY

*Eleanor Gorski by Caitlyn Sharrow*  
Eleanor Gorski, by Caitlyn Sharrow,  
as attorney in fact

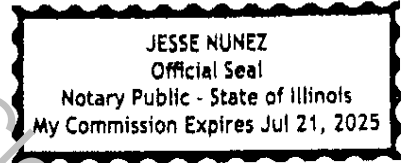
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that **Caitlyn Sharrow**, with Power of Attorney for **Eleanor Gorski, the Executive Director of the County of Cook, a body politic and corporate, d/b/a Cook County Land Bank Authority**, 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 she signed, sealed and delivered the said instrument on behalf of the Executive Director of Cook County Land Bank and as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 15<sup>th</sup> day of December, 2021

*Jesse Nunez*  
\_\_\_\_\_  
NOTARY PUBLIC

IMPRESS SEAL HERE





NAME and ADDRESS OF PREPARER:

Caitlyn Sharrow, Esq.  
Denzin Soltanzadeh, LLC  
190 S. LaSalle Street, Suite 2160  
Chicago, Illinois 60603

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

DATE: December 15, 2021

*Caitlyn Sharrow*  
\_\_\_\_\_  
Signature of Seller or Representative

REAL ESTATE TRANSFER TAX		21-Jan-2022
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00

28-01-101-067-0000 | 20211201680802 | 2-045-820-560

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## STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantor 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.

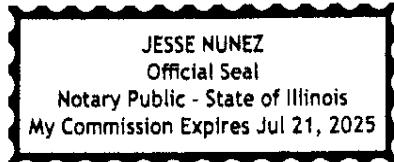
Dated December 15, 2021

Signature:   
Grantor or Agent

SUBSCRIBED and SWORN to before me

This 15th day of December, 2021

  
NOTARY PUBLIC



The grantee or his agent affirms and verifies that the name of the grantee 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.

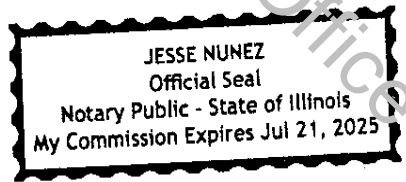
Dated December 15, 2021

Signature:   
Grantee or Agent

SUBSCRIBED and SWORN to before me

This 15th day of December, 2021

  
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 the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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## EXHIBIT A MWRD MODEL DEED RESTRICTION

**WHEREAS**, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the "Act"), as amended on June 18, 2014 by Public Act 098-0652; and

**WHEREAS**, the Act declares that stormwater management in Cook County shall be under the general supervision of Metropolitan Water Reclamation District of Greater Chicago (MWRDGC); and

**WHEREAS**, the Act as amended on June 18, 2014 by Public Act 98-0652, specifically authorizes the MWRDGC to plan, implement, and finance regional and local activities relating to stormwater management in Cook County; and

**WHEREAS**, MWRDGC is designing a Flood Control Project on Midlothian Creek in Robbins (Contract 14-253-3F) (the "Project");

**WHEREAS**, this Parcel is being acquired by the Village of Robbins for the future construction of the stormwater park component of the Project;

**WHEREAS**, the terms of the Intergovernmental Agreement between the MWRDGC and the Village of Robbins for the acquisition of parcels for the Project requires that the Village of Robbins agree to conditions that restrict the use of the land for the Project and stormwater management purposes in perpetuity;

Now, therefore, the grant is made subject to the following conditions:

1. Terms. Pursuant to the terms of the Intergovernmental Agreement by and between the Village of Robbins and the MWRDGC, the following conditions and restrictions shall apply in perpetuity to the parcel described in the attached deed (the "Parcel(s)") and acquired by the Village for the Project and any related stormwater management purposes:
  - a. Compatible uses. The Parcel shall be dedicated and maintained in perpetuity for the Project or any related stormwater management purposes, as determined by the District. In the event that the parcel is not used for the Project, it shall remain 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; 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 the Project.
  - b. Structures. No new structures or improvements shall be erected on the Parcel 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.

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Any improvements on the Parcel shall be in accordance with proper floodplain management policies and practices. Structures built on the Parcel according to paragraph (b) of this section shall be flood-proofed or elevated to at least the base flood level plus one foot of freeboard, or greater, if required by the Federal Emergency Management Agency ("FEMA"), the District, or if required by any State, Tribal, County 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 Parcel, nor may any application for such assistance be made to any Federal entity or source.
- d. Transfer/Sale. Any subsequent transfer or sale of the Parcel, by the Village or one of its successors in interest, must comply with this deed restriction. For any proposed transfer or sale, the District must give prior written approval, in accordance with the following requirements:
  - i. The Village, or any successor in interest, may convey a property interest to the United States or any agency of the federal government, an agency of the State, or to a unit of local government. Conveyance of any property interest must reference and incorporate this original deed restriction, and it must incorporate a provision for the property interest to revert to the Village in the event that the transferee ceases to exist or loses its eligible status.
  - ii. The request by the Village, or any successor in interest, to transfer or sell the Parcel must include a signed statement from the proposed transferee in which it acknowledges and agrees to be bound by the terms of this deed restriction.
2. Inspection. The District, its representatives and assigns shall have the right to enter upon the Parcel, at reasonable times and with reasonable notice, for the purpose of inspecting the Parcel to ensure compliance with the terms of this deed restriction, the Parcel conveyance and the terms of the Intergovernmental Agreement.
3. Monitoring and Reporting. Every three years on July 1, beginning in 2017, the Village, in coordination with any current successor in interest, shall submit to the District a report certifying that the Village has inspected the Parcel within the month preceding the report, and that the Parcel continues to be maintained consistent with the Intergovernmental Agreement.
4. Enforcement. The Village and its respective representatives, successors and assigns, is responsible for taking measures to bring the Parcel back into compliance if the Parcel is not maintained according with the terms of this deed restriction. The relative rights and responsibilities of the Village and subsequent holders of the property interest at the time of enforcement (collectively, the "Successor in Interest"), shall include the following:
  - a. The Village shall notify the Successor in Interest in writing of any violations and advise them that they have 60 days to correct the violations.
    - i. If the Successor in Interest fails to demonstrate a good faith effort to come into compliance with the terms of the Agreement within the 60-day period, the Village shall enforce the terms of the Agreement 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.

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- ii. The District, its representatives, and assignees may enforce the terms of the deed restriction by taking any measures it deems appropriate, including but not limited to one or more of the following:
  - (a) Requiring transfer of title back to the Village as required in 1(d)(i). The Successor in Interest or the current holder of the property interest shall bear the costs of bringing the Parcel back into compliance with the terms of the Agreement; or
  - (b) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the Village and its respective successors. The Village or its respective successor shall pay all reasonable attorneys' fees.
5. Perpetual/Permanent Easement in favor of the District. The Village, or any Successor in Interest, acknowledges that the District may require use of the purchased Parcel for the purpose of constructing the Flood Control Project on Midlothian Creek in Robbins, or any other flood control or sanitary/storm sewer project, including, but not limited to, reservoirs, floodwalls, levees, bioretention systems, porous pavement, bioswales, constructed wetlands, underground storage, and conveyance improvements. The District may also use any of the Parcels for construction staging purposes to carry out any such flood control project in the area. To that end, this deed restriction, which is applicable to the Village and any Successor in Interest, shall constitute a perpetual and permanent easement in favor of the District for any and each of the above referenced items contained herein.

Property of Cook County Clerk's Office

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## PLAT ACT AFFIDAVIT

State of Illinois

} SS.

County of Cook

County of Cook, d/b/a Cook County Land Bank Authority ("CCLBA"), being duly sworn on oath, states that Caitlyn Sharrow resides at 190 S. LaSalle, Suite 2160, Chicago, IL 60603. That the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

- Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;
  - OR -
  - the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.
- 2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
- 3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
- 4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- 5. The conveyance of parcels of land or interest therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
- 6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
- 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
- 8. Conveyances made to correct descriptions in prior conveyances.
- 9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.
- 10. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois registered surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land. Amended by P.A. 80-318, 1 eff. October 1, 1977.

CIRCLE THE NUMBER ABOVE WHICH IS APPLICABLE TO THE ATTACHED DEED.

Affiant further state that CCLBA makes this affidavit for the purpose of inducing the Clerk's Office of Cook County Illinois, to accept the attached deed for recording.

Eleanor Gowski by Caitlyn Sharrow  
As Attorney In fact

SUBSCRIBED and SWORN to before me

this 15th day of December, 2021.

Jesse Nunez

