

# UNOFFICIAL COPY



\*2222947003D\*

## QUIT CLAIM DEED AND RESERVATION OF EASEMENT AGREEMENT

between

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic,

Grantor,

and

VILLAGE OF CRESTWOOD,

Grantee.

Doc# 2222947003 Fee \$88.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/17/2022 10:06 AM PG: 1 OF 6

*This space reserved for recorder's use only*

PIN:

PART OF 24-33-112-050-0000

### LEGAL DESCRIPTION:

LOT 2 IN BOONSTRA'S SUBDIVISION OF PART OF WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 12901 South Central Avenue, Lot 2, Crestwood, Illinois 60445

This document bears the date of August 11, 2022.

This Instrument Prepared by Susan T. Morakalis, General Counsel

By: Brendan J. Dailey  
Principal Attorney  
100 East Erie Street  
Chicago, Illinois 60611

### REAL ESTATE TRANSFER TAX

17-Aug-2022



COUNTY:	0.00
ILLINOIS:	0.00
TOTAL:	0.00

24-33-112-050-0000

| 20220801600770 | 0-727-298-640

EXEMPT FROM ILLINOIS TRANSFER TAX PURSUANT TO 35ILCS 200/31-45(b)

RETURN TO: Metropolitan Water Reclamation District – Real Estate Division  
100 E. Erie Street – 3<sup>rd</sup> Floor  
Chicago, Illinois 60611

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P 6  
S Y-66  
SC      
INT Ry

**UNOFFICIAL COPY****QUIT CLAIM DEED AND  
RESERVATION OF EASEMENT  
AGREEMENT****20-GM-001  
STM:EMA:EJD**

(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 Crestwood, a municipal corporation and non-home rule unit of government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois ("Grantee"), the following described real estate (the "Property"):

Address: 12901 South Central Avenue, Lot 2, Crestwood, Illinois 60445

LOT 2 IN BOONSTRA'S SUBDIVISION OF PART OF WEST ½ OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: PART OF 24-33-112-050-0000

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 Flood Control/Streambank Stabilization Project on Tinley Creek ("Project") after Final Completion, in accordance with the Intergovernmental Agreement for the Project dated July 10, 2014 ("IGA"), 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

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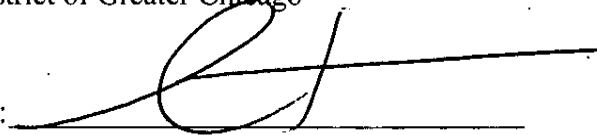
conservation of natural floodplain functions. Such uses may include, but are not necessarily limited to: parks for outdoor recreational activities; wetlands management; nature reserves; unimproved, unpaved parking lots; buffer zones; and other uses consistent with the Project. Grantee and its successors, 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.
- 4. 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.

This Deed is dated this 14th day of JUNE, 2022

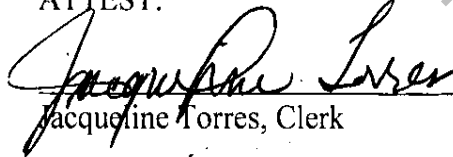
Grantor:

The Metropolitan Water Reclamation  
District of Greater Chicago

By: 

Marcelino Garcia  
Chairman of the Committee on Finance

ATTEST:

  
Jacqueline Torres, Clerk

Send subsequent tax bills, and after  
recording return to:

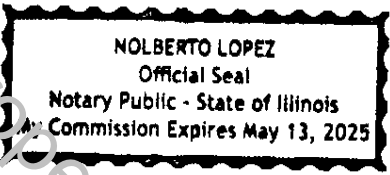
Village of Crestwood  
13800 South Cicero Avenue  
Crestwood, IL 60418

Exempt under provisions of Section 31-45(b)

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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Marcelino Garcia 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 15<sup>th</sup> day of June, 2022,  
(SEAL)  Nolberto Lopez  
Notary Public  
Commission Expires: 5/13/25

Grantee:

Village of Crestwood

By: [Signature]  
Louis Presta  
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 Louis Presta, 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 19<sup>th</sup> day of August, 2020.  
(SEAL) Catherine Marie Johnson  
Notary Public  
Commission Expires: 11/01/21



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APPROVED:

Brian Beckhouse                      6.6.22  
 Executive Director                      Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Catherine A O'Connor                      6/6/2022  
 Director of Engineering                      Date

APPROVED AS TO FORM AND LEGALITY:

Margaret T. Conway                      06/01/2022  
 Head Assistant Attorney                      Date

Simon Morris                      6.2.2022  
 General Counsel                      Date

Proposed 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: 7 | 21 | 20 22

SIGNATURE: Brendan Dailey  
GRANTOR or AGENT

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

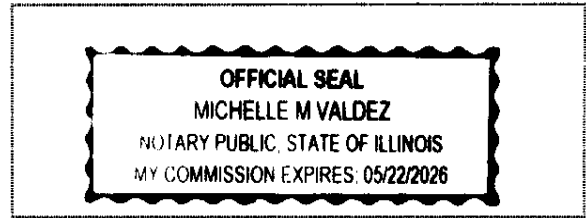
Subscribed and sworn to before me, Name of Notary Public:

By the said (Name of Grantor): BRENDAN DAILEY

On this date of: 7 | 21 | 20 22

NOTARY SIGNATURE: Michelle M Valdez

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: 07 | 08 | 20 22

SIGNATURE: Kenneth Klein  
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:

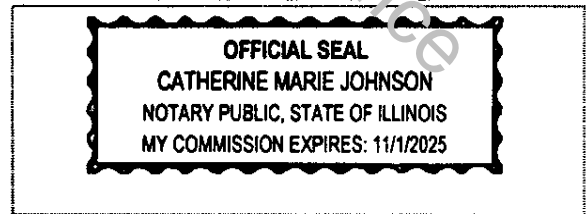
Catherine Marie Johnson

By the said (Name of Grantee): Kenneth Klein

On this date of: 07 | 08 | 20 22

NOTARY SIGNATURE: Catherine Marie Johnson

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)**