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Doc# 2313533128 Fee \$88.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/15/2023 03:16 PM PG: 1 OF 6

QUIT CLAIM DEED AND RESERVATION OF EASEMENT AGREEMENT

PINs: 24-36-312-024; 24-36-310-012;
24-36-313-012

STM:MTC:BJD

(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 Robbins, 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"):

PARCEL 1:

THE EAST 5.91 CHAINS OF THE WEST 12.73 CHAINS OF THE SOUTH 14.66 CHAINS OF THE SOUTH WEST QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 840.18 FEET OF SAID SOUTH WEST QUARTER AND THE ARC OF THE NORTH WESTERLY RIGHT OF WAY LINE OF PUBLIC HIGHWAY (REXFORD ROAD OR BROADWAY STREET) ACCORDING TO THE PLAT DOCUMENT 11313204, SAID ARC HAVING A RADIUS OF 1482.69 FEET AND SAID PLACE OF BEGINNING BEING 316.69 FEET NORTH OF THE SOUTH LINE OF SAID SOUTH WEST QUARTER; THENCE NORTH ALONG SAID EAST LINE 300.68 FEET; THENCE WEST AND PERPENDICULAR TO LAST DESCRIBED COURSE 115.3 FEET; THENCE SOUTH PARALLEL TO SAID EAST LINE 396.46 FEET TO THE INTERSECTION OF THE NORTH WESTERLY RIGHT OF WAY LINE OF SAID PUBLIC HIGHWAY; THENCE NORTH EASTERLY ALONG SAID ARC HAVING A RADIUS OF 1482.69 FEET AND BEING THE NORTH WESTERLY RIGHT OF WAY OF SAID PUBLIC HIGHWAY 150 FEET TO PLACE OF BEGINNING AND ALSO EXCEPT THAT PART LYING SOUTH EASTERLY OF THE NORTH WESTERLY LINE OF SAID PUBLIC HIGHWAY) IN COOK COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

REAL ESTATE TRANSFER TAX

15-May-2023



COUNTY:	0.00
ILLINOIS:	0.00
TOTAL:	0.00

-1-

24-36-310-012-0000

| 20230301674071 | 1-626-747-600

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PARCEL 2:

LOTS 1 THROUGH 11 IN KEDZIE AVENUE ADDITION TO BLUE ISLAND SUBDIVISION IN THE SOUTH WEST QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

PARCEL 3:

LOTS 82 THROUGH 105 IN KEDZIE AVENUE ADDITION TO BLUE ISLAND SUBDIVISION IN THE SOUTH WEST QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

PINs: 24-36-312-024; 24-36-310-012; 24-36-313-012

Address: 13259 Woodlawn Avenue, Robbins, Illinois

Reservation of Temporary Construction Easement: Grantor conveys the Property described herein and explicitly reserves the following property interests in the Property:

1. Grantor, for itself, 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 Flood Control Project on Midlothian Creek in the Village of Robbins, Illinois (Contract 14-253-5F) ("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.
2. 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 as of August 1, 2019 ("IGA").

Reservation of Permanent Easement:

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

1. Grantor, for itself, 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.

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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 10 (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 March, 2023.

Grantor:

The Metropolitan Water Reclamation
District of Greater Chicago

By: [Signature]
Marcelino Garcia
Chairman of the Committee on Finance

ATTEST:

[Signature]
Jacqueline Torres
Clerk

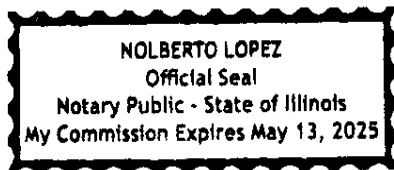


STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that 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 14th day of March, 2023;

(SEAL)



[Signature]
Notary Public

Commission Expires: 5/13/2025

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Prepared by:

Brendan J. Dailey
Principal Attorney
Metropolitan Water Reclamation District of Greater Chicago
100 E. Eric Street
Chicago, IL 60611
daileyb@mwr.org



VILLAGE OF ROBBINS
Real Estate Exempt Transfer Tax

Date: Feb. 17, 2023
1754

Send subsequent tax bills, and after recording return to:

Village of Robbins
3327 W 117th St.
Robbins, IL 60472



VILLAGE OF ROBBINS
Real Estate Exempt Transfer Tax

Date: Feb. 17, 2023
1755

Exempt under provisions of Section 31-45(b)

Grantee:

Village of Robbins



VILLAGE OF ROBBINS
Real Estate Exempt Transfer Tax

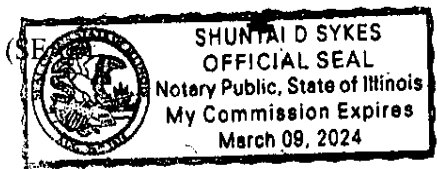
Date: Feb 17, 2023
1756

By: Darren E. Bryant
Darren E. Bryant
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 Darren Bryant, 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 16th day of Feb, 2023



[Signature]
Notary Public
Commission Expires: March 9, 2024

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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: 05 | 09 | 2023

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:

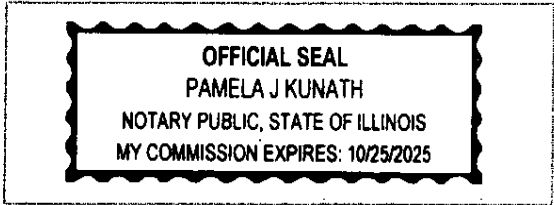
Pamela J. Kunath

By the said (Name of Grantor): Brendan Dailey

AFFIX NOTARY STAMP BELOW

On this date of: 05 | 09 | 2023

NOTARY SIGNATURE: Pamela J. Kunath



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: 04 | 28 | 2023

SIGNATURE: Darren E. Bryant
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:

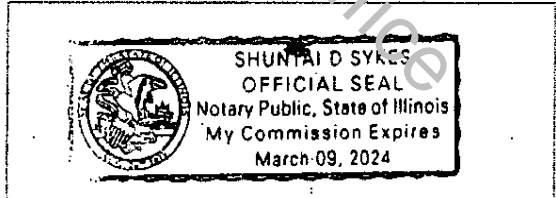
Shuntai D. Sykes

By the said (Name of Grantee): Darren E. Bryant

AFFIX NOTARY STAMP BELOW

On this date of: 04 | 28 | 2023

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)**)