

ORDINANCE 12-47

Passed: June 11, 2012

**AUTHORIZING THE INTERGOVERNMENTAL
TRANSFER OF PROPERTY TO THE DEKALB
PARK DISTRICT (HOPKINS PARK,
GLIDDEN/TAYLOR, AND DAWN/DAVID
PARCELS).**

WHEREAS, the City of DeKalb (“City”) is an Illinois home rule municipality and is a municipality pursuant to the definitions contained within the Local Government Property Transfer Act, 50 ILCS 605/1, *et. seq.* (“the Property Act”); and,

WHEREAS, the DeKalb Park District (“District”) is an Illinois public body which is also a municipality under the definition of the Property Act; and,

WHEREAS, the District and City are also public agencies for purposes of the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et. seq.* (“the Cooperation Act”); and,

WHEREAS, pursuant to the Property Act and the Cooperation Act, and pursuant to the applicable provisions of the Constitution of the State of Illinois, the City and District are authorized and empowered to transfer parcels of real property between and among themselves; and,

WHEREAS, in 1979, the City and Park District cooperated to purchase that parcel of land commonly referred to as Hopkins Park, legally described in the attached Exhibit A, from the County of DeKalb; and,

WHEREAS, as a component of that purchase, the City purchased an undivided 4/5 interest in Hopkins Park, and the District purchased an undivided 1/5 interest in Hopkins Park; and,

WHEREAS, the District has maintained and improved Hopkins Park since its purchase, and wishes to clarify its ownership of Hopkins Park so as to permit further and future improvements to be made; and,

WHEREAS, the District has passed an ordinance, attached hereto as Exhibit B, which formally requests the transfer of the Hopkins Park to the District; and,

WHEREAS, the City finds that such transfer is necessary and advantageous, serves the public welfare, and otherwise satisfies all conditions required under the Property Act and Cooperation Act; and,

WHEREAS, the City also owns a certain parcel located at the Northeastern Corner of Annie Glidden Road and Taylor Street within the City of DeKalb (the “Glidden Taylor Property”); and,

WHEREAS, the District has expressed an interest in acquiring such Glidden Taylor Property and using it for public park purposes, subject to the reservation of certain permanent easements on the Glidden Taylor Property; and,

WHEREAS, the City also owns those certain parcels located at 807 David, 804 and 806 Dawn, 807 Dawn and 808 Dawn, within the City of DeKalb (“the Dawn and David Parcels”); and,

WHEREAS, the District has expressed an interest in acquiring such Dawn and David Parcels and using them for public park purposes, subject to the reservation of certain permanent easements; and,

WHEREAS, the City finds that it is necessary to reserve certain easements, rights of way or other similar interests in the above-described parcels, as a condition of the transfer;

NOW THEREFORE BE IT ORDAINED by the City of DeKalb as follows:

Section 1: Park Transfer Authorized

The foregoing recitals are incorporated herein by reference. The City of DeKalb hereby agrees, pursuant to the Property Act, to transfer and/or quit claim its interest in Hopkins Park, as legally described in the attached Exhibit A, to the DeKalb Park District, subject to such restrictions and conditions as shall be recommended by City staff. The City of DeKalb further agrees to the transfer of the Glidden Taylor Property, as legally described on the attached Exhibit B, subject to the City’s reservation of those permanent easements documented in the attached Group Exhibit C. The City of DeKalb further authorizes the transfer of the Dawn and David Parcels as described in the attached Group Exhibit D, subject to the reservation of those permanent easements as documented in the attached Group Exhibit E. The City Manager and/or his designee is authorized to take all actions and execute any and all documentation on behalf of the City necessary to effectuate such transfer and to reserve the contemplated easements and any additional easements that he deems necessary, including the preparation and execution of acceptance of deeds and related documentation, and including the negotiation and approval of any restrictions that either party may deem appropriate or necessary. The City Manager is further expressly authorized to work with City staff to locate areas where the best interests of the City are served by the reservation of easements, rights of way, or other similar property interests, and to document those interests in a form and content acceptable to him. The City’s approval of the transfer of the parcels to the Park District is expressly conditioned upon the Park District’s acceptance, grant and execution of documents necessary to provide the above-referenced easements, rights of way, and similar property interests as shall be determined to be necessary or appropriate by the City Manager or his designee.

Further, relative to the Dawn and David Parcels, the City Manager or his designee is authorized to seek the approval of IEMA and the Regional Director of FEMA for the transfers, prior to making such transfers.

With respect to the Glidden/Taylor property, the City shall agree to maintain and manage the stormwater management and stormwater detention and drainage improvements upon the parcel,

subject to the District's agreement to: 1) not fill or alter the surface elevations of the stormwater storage areas or their inlets and outlets; 2) maintain planted prairie vegetation by burning, cutting, herbicide application and vegetation replanting to keep stormwater pipe inlets and outfalls clear; and, 3) permit the City to have a right of entry upon the property from adjacent streets at any time to access, maintain, improve, clean, replace or otherwise work upon the stormwater infrastructure. The City shall also be authorized to agree to maintain the sidewalks and pathways located within the rights of way and easements reserved by the City (although the District shall be responsible for mowing and any snow removal activities that it may choose to perform on such pathways, and shall be responsible for any damage to the sidewalks and pathways caused by its activities).

Section 2: General Provisions

REPEALER: All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

SEVERABILITY: Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.

EFFECTIVE DATE: Upon its passage and approval according to law, this Ordinance shall, by authority of the City Council be published in pamphlet form. On the tenth day after the date of publication, this Ordinance shall be in full force and effect. Publication date: June 12, 2012. Effective date: June 22, 2012.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 12th day of June, 2012 and approved by me as Mayor on the same day. First and second reading on June 11, 2012. Roll call vote 8-0. Aye: Jacobson, Teresinski, Lash, Gallagher, Naylor, Baker, O'Leary, Povlsen.

ATTEST:



DIANE K. WRIGHT, City Clerk



KRIS POVLSSEN, Mayor



Exhibit A: Legal Description for Hopkins Park:

Beginning at a point in the center of the DeKalb Sycamore Road which is 36 feet North, 45 degrees and 51 minutes East from the intersection of the Southerly line of Assessor's Lot 12 with the center line of said road and which intersection is North 37 degrees 30 minutes West 613.5 feet from the Quarter Section corner on the East line of Section 14, Township 40 North, Range 4 East of the Third Principal Meridian; thence North 46 degrees 51 minutes East along the center line of said road 717 feet; thence North 16 degrees 16 minutes West 1018 feet; thence North 89 degrees 31 minutes West 294 feet; thence South 70 degrees 16 minutes West 432 feet; thence South 14 degrees East 638.5 feet; thence North 76 degrees East 30 feet; thence South 14 degrees East 560 feet; thence in a direct line to the place of beginning situated in DeKalb County, Illinois.

Exhibit B:
Legal Description for Glidden Taylor Property

PIN: 08-22-300-051

PART OF THE WEST HALF OF THE WEST HALF OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22, THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 40.0 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 421.6 FEET TO THE SOUTHWEST CORNER OF SPRUCE HILL SUBDIVISION; THENCE NORTHERLY ALONG THE WEST LINE OF SPRUCE HILL SUBDIVISION AND THE NORTHERLY EXTENSION OF SAID WEST LINE, A DISTANCE OF 1207.48 FEET; THENCE WESTERLY PARALLEL WITH THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, A DISTANCE OF 9.19 FEET TO A POINT THAT IS 461.6 FEET EAST OF THE WEST LINE OF SAID SECTION 22, THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 22, A DISTANCE OF 87.97 FEET; THENCE WESTERLY PARALLEL WITH THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, A DISTANCE OF 421.6 FEET TO A POINT THAT IS 40.0 FEET EAST OF THE WEST LINE OF SECTION 22; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 22, A DISTANCE OF 1300.0 FEET TO THE PLACE OF BEGINNING.

**Exhibit C-1:
Legal Description for Permanent Easement for Utilities along Road Right of Way**

That part of the West Half of the West Half of Section 22, Township 40 North, Range 4 East of the Third Principal Meridian in DeKalb County, Illinois, described as follows:

Commencing at the southwest corner of said Section 22, thence on an assumed bearing of South 89 degrees 36 minutes 33 seconds East, 461.54 feet along the south line of said West Half to the southwest corner of Spruce Hill Subdivision, according to the plat thereof recorded January 19, 1966 as Document No. 330851; thence North 00 degrees 17 minutes 52 seconds East, 55.10 feet along the west line of said subdivision to the Point of Beginning; thence continuing North 00 degrees 17 minutes 52 seconds East, 10.00 feet along said west line; thence North 89 degrees 35 minutes 04 seconds West, 321.54 feet; then North 34 degrees 38 minutes 10 seconds West, 68.63 feet; thence North 00 degrees 01 minute 30 seconds West, 240 feet; thence North 89 degrees 58 minutes 30 seconds East, 35.0 feet; then North 00 degrees 01 minutes 30 seconds West, 100.0 feet; thence South 89 degrees 58 minutes 30 seconds West, 35.0 feet; thence North 00 degrees 01 minutes 30 seconds West, 837.89 feet; thence North 88 degrees 58 minutes 51 seconds West, 20.0 feet along a line parallel with the centerline of the right-of-way of the Union Pacific Railroad (formerly known as the Chicago & North Western Railway Company); thence South 00 degrees 01 minute 30 seconds East, 1184.48 feet; thence South 34 degrees 38 minutes 10 seconds East, 73.04 feet; thence South 89 degrees 35 minutes 04 seconds East, 338.97 feet to the Point of Beginning.

Exhibit C-2

Legal Description for Permanent Easement for Utilities along Eastern Boundary

Primary Easement Area: The following described area shall constitute the Primary Easement Area, within which Grantees are hereby granted the right to construct, operate, maintain, improve, supplement and remove the Fiber Optic Facilities; the east 10 feet of the following described tract of land:

PART OF THE WEST HALF OF THE WEST HALF OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SECTION 22, THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 40.0 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 421.6 FEET TO THE SOUTHWEST CORNER OF SPRUCE HILL SUBDIVISION; THENCE NORTHERLY ALONG THE WEST LINE OF SPRUCE HILL SUBDIVISION AND THE NORTHERLY EXTENSION OF SAID WEST LINE, A DISTANCE OF 1207.48 FEET; THENCE WESTERLY PARALLEL WITH THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, A DISTANCE OF 9.19 FEET TO A POINT THAT IS 461.6 FEET EAST OF THE WEST LINE OF SAID

SECTION 22, THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 22, A DISTANCE OF 87.97 FEET; THENCE WESTERLY PARALLEL WITH THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, A DISTANCE OF 421.6 FEET TO A POINT THAT IS 40.0 FEET EAST OF THE WEST LINE OF SECTION 22; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 22, A DISTANCE OF 1300.0 FEET TO THE PLACE OF BEGINNING. SITUATED IN THE COUNTY OF DEKALB AND THE STATE OF ILLINOIS.

Also the south 50 feet of the above described tract of land, also described on Exhibit B, shall run with the land and shall be fully binding Grantor and all subsequent owners of the Property.

Supportive Easement Area: The following described area shall constitute the Supportive Easement Area, within which Grantees are hereby granted the right to construct, maintain, improve, supplement or remove Fiber Optic Facilities installed or to be installed within the Primary Easement Area as required by Grantee from time to time: all areas of the Property outside the Primary Easement Area not improved by buildings or permanent signage or parking improvements; the easement granted hereby over the Supportive Easement Area shall be non-exclusive to Grantees, shall run with the land and shall be fully binding Grantor and all subsequent owners of the Property; the east 20 feet of the above described tract of land. Also the south 60 feet of the above described tract of land. The supportive easement shall expire October 30, 2005.

Group Exhibit D: Dawn and David Parcels

807 David:

Lot 2 of Park Place Subdivision in the City of DeKalb, Illinois, a Subdivision of part of the East 70 acres of the West ½ of the Northwest ¼ of Section 27, Township 40 North, Range 4, East of the Third Principal Meridian, according to the Plat thereof recorded in Book "J" of Plats, Page 60, on June 6th, 1957, as Document Number 286872, in DeKalb County, Illinois.

PIN 08-27-104-010

804-06 Dawn:

Lot 5 in Peterson's Plat of Resubdivision of a part of the First Addition to Park Place Subdivision and a part of the Second Addition to Park Place Subdivision, and a part of Section 27, Township 40 North, Range 4, East of the Third principal Meridian, as per the plat thereof recorded in the DeKalb County Recorder's Office on October 9th, 1963, in Book "M" of Plats, Page 66, as Document No. 318390, situated in DeKalb County, Illinois.

PIN 08-27-105-010

807 Dawn:

Lot 6 in the First Addition to Park Place Subdivision, being a subdivision of a part of the North 10 acres of the East 70 acres of the West ½ of the Northwest ¼ of Section 27, Township 40 North, Range 4, East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of DeKalb County, Illinois, on September 4, 1958 in Book "K" of Plats, page 29, as Document No. 292156, situated in DeKalb County, Illinois.

PIN: 08-27-104-019

808 Dawn:

Lot 2 of the Second Addition to Park Place Subdivision, as per plat recorded in Book "K" of Plats, page 42, as Document No. 294537 on March 12, 1959 in the Recorder's Office of DeKalb County, Illinois situated in DeKalb County, Illinois.

PIN 08-27-105-009

Group Exhibit E: Required Easements for Dawn and David Parcels

807 David, 804-06 Dawn Court, 808 Dawn Court: Permanent easement for sidewalk, public or private utilities, grading, drainage, stormwater detention or retention, right of way and roadway usage over the northerly ten feet of each parcel. For 807 David, such usage shall include the northerly thirty (30) feet of the parcel.

807 Dawn Court: Permanent easement for sidewalk, public or private utilities, grading, drainage, right of way and roadway usage over the southerly ten feet of each parcel.

All Dawn and David Parcels: All parcels shall be subject to a recorded open space deed restriction, substantially in the form as provided below:

OPEN SPACE RESTRICTION

Prepared by/Return to:
CITY OF DEKALB
LEGAL DEPARTMENT
200 S. 4th Street
DeKalb, IL 60115

The City of DeKalb, an Illinois Municipal Corporation, has accepted the conveyances of property marked and described in the attached Exhibit A and, by causing its duly authorized representative to sign this instrument on its behalf, agrees to hold the herein described real estate subject to the terms of the Stafford Act, regulations promulgated thereunder (44 CFR 206.434), as they read now and as they may be amended in the future, and the Grant Agreement or Agreements authorizing the acquisition of the legally described property, which documents and regulations include, among other provisions, the following conditions and restrictions:

1. The City of DeKalb agrees that the land shall be used only for purposes compatible with open space, recreational, or wetlands management practices.

2. The City of DeKalb agrees that no new structures or improvements shall be erected on the premises other than a public restroom or public facility that is open on all sides and functionally related to the open space use.

3. The City of DeKalb acknowledges that no future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided.

4. The City of DeKalb agrees that it shall convey the property, or any interest in the property, only to another public entity and only with prior approval from IEMA and the

Regional Director of FEMA. Such conveyance shall be made expressly subject to the above-referenced conditions and restrictions which shall run with the property in perpetuity.

5. The DeKalb Park District, by signing below, agrees and covenants to be bound by the foregoing restrictions and regulations fully, and without limitation.

DATED this 12th day of June, 2012.

CITY OF DEKALB, an Illinois Municipal Corporation

BY: 
Mark Biernacki, City Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF DEKALB)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Mark Biernacki, 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 and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 12th day of June, 2012.


NOTARY PUBLIC





2014002071

DOUGLAS J. JOHNSON
RECORDER - DEKALB COUNTY, IL

RECORDED: 3/12/2014 04:08 PM
REC FEE: 60.00

OPEN SPACE RESTRICTION

Prepared by/Return to:
CITY OF DEKALB
LEGAL DEPARTMENT
200 S. 4th Street
DeKalb, IL 60115

PAGES: 3

The City of DeKalb, an Illinois Municipal Corporation, has accepted the conveyances of property marked and described in the attached Exhibit A and, by causing its duly authorized representative to sign this instrument on its behalf, agrees to hold the herein described real estate subject to the terms of the Stafford Act, regulations promulgated thereunder (44 CFR 206.434), as they read now and as they may be amended in the future, and the Grant Agreement or Agreements authorizing the acquisition of the legally described property, which documents and regulations include, among other provisions, the following conditions and restrictions:

1. The City of DeKalb agrees that the land shall be used only for purposes compatible with open space, recreational, or wetlands management practices.

2. The City of DeKalb agrees that no new structures or improvements shall be erected on the premises other than a public restroom or public facility that is open on all sides and functionally related to the open space use.

3. The City of DeKalb acknowledges that no future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided.

4. The City of DeKalb agrees that it shall convey the property, or any interest in the property, only to another public entity and only with prior approval from IEMA and the Regional Director of FEMA. Such conveyance shall be made expressly subject to the above-referenced conditions and restrictions which shall run with the property in perpetuity.

5. The DeKalb Park District, by signing below, agrees and covenants to be bound by the foregoing restrictions and regulations fully, and without limitation.

DATED this 21 day of October, 2013.

CITY OF DEKALB, an Illinois Municipal Corporation

BY: 
Rudy Espiritu, Interim City Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF DEKALB)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Rudy Espiritu, 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 and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 21 day of October, 2013.

Diane K. Wright
NOTARY PUBLIC



Exhibit A: Legal Description

807 David:

Lot 2 of Park Place Subdivision in the City of DeKalb, Illinois, a Subdivision of part of the East 70 acres of the West ½ of the Northwest ¼ of Section 27, Township 40 North, Range 4, East of the Third Principal Meridian, according to the Plat thereof recorded in Book "J" of Plats, Page 60, on June 6th, 1957, as Document Number 286872, in DeKalb County, Illinois.

PIN 08-27-104-010



2014002072

DOUGLAS J. JOHNSON
RECORDER - DEKALB COUNTY, IL
RECORDED: 3/12/2014 04:08 PM
REC FEE: 60.00

OPEN SPACE RESTRICTION

Prepared by/Return to:
CITY OF DEKALB
LEGAL DEPARTMENT
200 S. 4th Street
DeKalb, IL 60115

PAGES: 3

The City of DeKalb, an Illinois Municipal Corporation, has accepted the conveyances of property marked and described in the attached Exhibit A and, by causing its duly authorized representative to sign this instrument on its behalf, agrees to hold the herein described real estate subject to the terms of the Stafford Act, regulations promulgated thereunder (44 CFR 206.434), as they read now and as they may be amended in the future, and the Grant Agreement or Agreements authorizing the acquisition of the legally described property, which documents and regulations include, among other provisions, the following conditions and restrictions:

1. The City of DeKalb agrees that the land shall be used only for purposes compatible with open space, recreational, or wetlands management practices.

2. The City of DeKalb agrees that no new structures or improvements shall be erected on the premises other than a public restroom or public facility that is open on all sides and functionally related to the open space use.

3. The City of DeKalb acknowledges that no future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided.

4. The City of DeKalb agrees that it shall convey the property, or any interest in the property, only to another public entity and only with prior approval from IEMA and the Regional Director of FEMA. Such conveyance shall be made expressly subject to the above-referenced conditions and restrictions which shall run with the property in perpetuity.

5. The DeKalb Park District, by signing below, agrees and covenants to be bound by the foregoing restrictions and regulations fully, and without limitation.

DATED this 21 day of October 2013.

CITY OF DEKALB, an Illinois Municipal
Corporation

BY: *Rudy Espiritu*
Rudy Espiritu, Interim City Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF DEKALB)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Rudy Espiritu, 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 and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 21 day of October, 2013.
Diane K. Wright
NOTARY PUBLIC



Exhibit A

Legal Description

804-06 Dawn:

Lot 5 in Peterson's Plat of Resubdivision of a part of the First Addition to Park Place Subdivision and a part of the Second Addition to Park Place Subdivision, and a part of Section 27, Township 40 North, Range 4, East of the Third principal Meridian, as per the plat thereof recorded in the DeKalb County Recorder's Office on October 9th, 1963, in Book "M" of Plats, Page 66, as Document No. 318390, situated in DeKalb County, Illinois.
PIN 08-27-105-010



2014002073

DOUGLAS J. JOHNSON
RECORDER - DEKALB COUNTY, IL
RECORDED: 3/12/2014 04:08 PM
REC FEE: 40.00

OPEN SPACE RESTRICTION

Prepared by/Return to:
CITY OF DEKALB
LEGAL DEPARTMENT
200 S. 4th Street
DeKalb, IL 60115

PAGES: 3

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1. The City of DeKalb agrees that the land shall be used only for purposes compatible with open space, recreational, or wetlands management practices.
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3. The City of DeKalb acknowledges that no future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided.
4. The City of DeKalb agrees that it shall convey the property, or any interest in the property, only to another public entity and only with prior approval from IEMA and the Regional Director of FEMA. Such conveyance shall be made expressly subject to the above-referenced conditions and restrictions which shall run with the property in perpetuity.
5. The DeKalb Park District, by signing below, agrees and covenants to be bound by the foregoing restrictions and regulations fully, and without limitation.

DATED this 21 day of October, 2013.

CITY OF DEKALB, an Illinois Municipal Corporation

BY: *Rudy Espiritu*
Rudy Espiritu, Interim City Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF DEKALB)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Rudy Espiritu, 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 and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 21 day of October, 2013.

Diane K. Wright

NOTARY PUBLIC

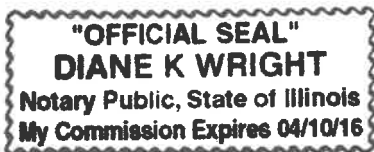


Exhibit A: Legal Description

807 Dawn:

Lot 6 in the First Addition to Park Place Subdivision, being a subdivision of a part of the North 10 acres of the East 70 acres of the West ½ of the Northwest ¼ of Section 27, Township 40 North, Range 4, East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of DeKalb County, Illinois, on September 4, 1958 in Book "K" of Plats, page 29, as Document No. 292156, situated in DeKalb County, Illinois.

PIN: 08-27-104-019



2014002074

DOUGLAS J. JOHNSON
RECORDER - DEKALB COUNTY, IL
RECORDED: 3/12/2014 04:08 PM
REC FEE: 60.00

OPEN SPACE RESTRICTION

Prepared by/Return to:
CITY OF DEKALB
LEGAL DEPARTMENT
200 S. 4th Street
DeKalb, IL 60115

PAGES: 3

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1. The City of DeKalb agrees that the land shall be used only for purposes compatible with open space, recreational, or wetlands management practices.
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3. The City of DeKalb acknowledges that no future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided.
4. The City of DeKalb agrees that it shall convey the property, or any interest in the property, only to another public entity and only with prior approval from IEMA and the Regional Director of FEMA. Such conveyance shall be made expressly subject to the above-referenced conditions and restrictions which shall run with the property in perpetuity.
5. The DeKalb Park District, by signing below, agrees and covenants to be bound by the foregoing restrictions and regulations fully, and without limitation.

DATED this 21 day of October, 2013.

CITY OF DEKALB, an Illinois Municipal Corporation

BY: *Rudy Espiritu*
Rudy Espiritu, Interim City Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF DEKALB)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Rudy Espiritu, 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 and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 21 day of October, 2013.



Diane K. Wright
NOTARY PUBLIC

Exhibit A:

Legal Description

808 Dawn:

Lot 2 of the Second Addition to Park Place Subdivision, as per plat recorded in Book "K" of Plats, page 42, as Document No. 294537 on March 12, 1959 in the Recorder's Office of DeKalb County, Illinois situated in DeKalb County, Illinois.

PIN 08-27-105-009



2014002075

DOUGLAS J. JOHNSON
RECORDER - DEKALB COUNTY, IL
RECORDED: 3/12/2014 04:08 PM
REC FEE: 60.00

PERMANENT EASEMENT AGREEMENT

FOR VALUABLE CONSIDERATION,
receipt of which is hereby acknowledged,
the City of DeKalb, an Illinois Municipal
Corporation ("Grantor") hereby grants
and conveys to the City of DeKalb
("Grantee") and its affiliates, licensees, successors and assigns (hereinafter collectively,
"the Grantees") easements as further described below to construct, operate, maintain,
improve, supplement and remove the following described public and private utilities
("the Utilities"), under, upon and across the following legally described property ("the
Property") within the areas (hereinafter the "Easement Areas") of the Property
described below, and also to maintain those open space and related restrictions as
contemplated below, to wit:

PAGES: 4

The Property consists of the following described parcels:

807 David:

Lot 2 of Park Place Subdivision in the City of DeKalb, Illinois, a Subdivision of part of the East 70 acres of the West ½ of the Northwest ¼ of Section 27, Township 40 North, Range 4, East of the Third Principal Meridian, according to the Plat thereof recorded in Book "J" of Plats, Page 60, on June 6th, 1957, as Document Number 286872, in DeKalb County, Illinois.

PIN 08-27-104-010

804-06 Dawn:

Lot 5 in Peterson's Plat of Resubdivision of a part of the First Addition to Park Place Subdivision and a part of the Second Addition to Park Place Subdivision, and a part of Section 27, Township 40 North, Range 4, East of the Third principal Meridian, as per the plat thereof recorded in the DeKalb County Recorder's Office on October 9th, 1963, in Book "M" of Plats, Page 66, as Document No. 318390, situated in DeKalb County, Illinois.

PIN 08-27-105-010

807 Dawn:

Lot 6 in the First Addition to Park Place Subdivision, being a subdivision of a part of the North 10 acres of the East 70 acres of the West ½ of the Northwest ¼ of Section 27, Township 40 North, Range 4, East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of DeKalb County, Illinois, on September 4, 1958 in Book "K" of Plats, page 29, as Document No. 292156, situated in DeKalb County, Illinois.

PIN: 08-27-104-019

808 Dawn:

Lot 2 of the Second Addition to Park Place Subdivision, as per plat recorded in Book "K" of Plats, page 42, as Document No. 294537 on March 12, 1959 in the Recorder's Office of DeKalb County, Illinois situated in DeKalb County, Illinois.
PIN 08-27-105-009

The Easement Areas include the following:

807 David, 804-06 Dawn Court, 808 Dawn Court: Permanent easement for sidewalk, public or private utilities, grading, drainage, stormwater detention or retention, right of way and roadway usage over the northerly ten feet of each parcel. For 807 David, such usage shall include the northerly thirty (30) feet of the parcel.

807 Dawn Court: Permanent easement for sidewalk, public or private utilities, grading, drainage, right of way and roadway usage over the southerly ten feet of each parcel.

The Property shall also be subject to that Open Space Restriction prepared and recorded of even date herewith, and all subsequent owners of the Property shall be subject to its requirements.

The City acknowledges that, by virtue of a quit claim deed, it is transferring its ownership interest in the property to the DeKalb Park District ("the District"). The District, by signing below, is agreeing and acknowledging that all of the easements, rights of way and related interests possessed by the City shall remain with the City, whether created by virtue of this Easement Agreement or by virtue of a previously recorded document. The Quit Claim Deed to be recorded shall only convey the ownership of the Property, subject to all recorded easements (including the easements created herein), and also subject to the Open Space Restrictions recorded against the Property.

This Conveyance was authorized by Ordinance of the City of DeKalb, at an open meeting lawfully convened, on June 11, 2012, a certified copy of which is attached hereto as Exhibit A. The City acknowledges that it is granting easement rights to itself; this grant of easement is intended to immediately precede the intergovernmental transfer of the Property to the DeKalb Park District, with such transfer to the Park District being subject to these easements being reserved by the City, for the City (and its successors and assigns) current and future use. Within the easement areas, the City may, at any time and without any notice to any party, construct further or additional Utilities, take actions to maintain, repair or remove current Utilities, or to inspect, plan, survey or otherwise interact with current, future or planned Utilities. No party, including any successor owner of the Property, shall construct or maintain any structure, item or improvement on or over the Easement Areas, so as to impede, impair or preclude such access. The City shall not have any obligation of restoration of the Easement Areas following any work within the Easements related to any present, future or planned Utilities.

The City is the lawful owner of the Property and has full right and power to enter into and grant and convey the rights conveyed herein. Any successor owner of the Property, including but not limited to the DeKalb Park District, shall be prohibited from constructing any improvements within or changing the grade of the Easement Areas without the City's express, written consent. In the event that any subsequent owner damages any Utility within the Easement Areas, such successor owner shall reimburse the City for the cost incurred to repair such damage.

The City shall agree to maintain and manage the stormwater management and stormwater detention and drainage improvements upon the parcels, which obligation shall be conditioned upon the District's agreement to: 1) not fill or alter the surface elevations of the stormwater storage areas or their inlets and outlets; 2) maintain planted prairie vegetation by burning, cutting, herbicide application and vegetation replanting to keep stormwater pipe inlets and outfalls clear; and, 3) permit the City to have a right of entry upon the property from adjacent streets at any time to access, maintain, improve, clean, replace or otherwise work upon the stormwater infrastructure.

The City further agrees to maintain the sidewalks and pathways located within the rights of way and easements reserved by the City (although the District shall be responsible for mowing and any snow removal activities that it may choose to perform on such pathways, and shall be responsible for any damage to the sidewalks and pathways caused by its activities).

DATED this 21 day of October, 2013.

CITY OF DEKALB, an Illinois Municipal Corporation

BY: 
Rudy Espiritu, Interim City Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF DEKALB)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Rudy Espiritu, 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 and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 21 day of October, 2013.



Diane K. Wright
NOTARY PUBLIC

COUNTY/ILLINOIS TRANSFER
STAMPS

Exempt under the provisions of:
35 ILCS 200/31-45(b) and (e)

DEKALB PARK DISTRICT

BY: Lisa Wells Small
Acting Executive Director
1/21/14

~~STATE OF ILLINOIS)
)
) SS.
COUNTY OF DEKALB)~~

~~I, the undersigned, a Notary Public in and for said County and State aforesaid, DO
HEREBY CERTIFY that Lisa Wells Small, 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 and delivered the said instrument as his
free and voluntary act, for the uses and purposes therein set forth, including the release
and waiver of the right of homestead.~~

~~Given under my hand and notarial seal this 21st day of January 2014~~

~~Josephine F. Poble
NOTARY PUBLIC~~

Prepared By/ Return To:
City of DeKalb
Legal Department
200 S. Fourth Street
DeKalb, IL 60115

