

VILLAGE of GLENWOOD  
SPECIAL MEETING NOTICE AND AGENDA  
NOVEMBER 14, 2019, 7:00 p.m.

I HEREBY CALL AND GIVE NOTICE THAT A SPECIAL MEETING OF THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLENWOOD WILL BE HELD ON NOVEMBER 14, 2019 AT 7:00 p.m. AT THE GLENWOOD VILLAGE HALL LOCATED AT ONE ASSELBORN WAY, GLENWOOD, ILLINOIS 60425. THE AGENDA FOR THE SPECIAL BOARD MEETING IS BELOW:

  
Village President

SPECIAL BOARD MEETING AGENDA  
November 14, 2019, 7:00 p.m.

Call to Order

Pledge of Allegiance

Roll Call

Open to the Public

APPROVAL OF REQUEST FOR EXECUTIVE CLOSED SESSION UNDER SECTION 2 (C) (5) REAL ESTATE WITH ACTION TO BE TAKEN AND REASON TO RECONVENE AT THE END OF THE MEETING

APPROVAL OF A RESOLUTION APPROVING: (1) A REAL ESTATE CONTRACT FOR THE VILLAGE'S PURCHASE OF PIN 32-04-109-009-0000; AND (2) THE VILLAGE'S CLOSING OF THE TRANSACTION (251 N. Park Drive)

APPROVAL OF A RESOLUTION APPROVING: (1) A REAL ESTATE CONTRACT FOR THE VILLAGE'S PURCHASE OF PIN 32-04-109-007-0000; AND (2) THE VILLAGE'S CLOSING OF THE TRANSACTION (307 N. Park Drive)

Adjournment

Posted and Distributed: November 12, 2019

**VILLAGE OF GLENWOOD**

**COOK COUNTY, ILLINOIS**

**RESOLUTION NO. 2019 - \_\_\_\_\_**

**A RESOLUTION APPROVING: (1) A REAL ESTATE CONTRACT FOR THE VILLAGE'S PURCHASE OF PIN 32-04-109-009-0000; AND (2) THE VILLAGE'S CLOSING OF THE TRANSACTION**

(251 N. Park Drive)

**ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF GLENWOOD  
THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2019**

**RESOLUTION NO. 2019 - \_\_\_\_\_**

**A RESOLUTION APPROVING: (1) A REAL ESTATE CONTRACT FOR THE VILLAGE'S PURCHASE OF PIN 32-04-109-009-0000; AND (2) THE VILLAGE'S CLOSING OF THE TRANSACTION**

(251 N. Park Drive)

WHEREAS, the Village has negotiated a real estate contract which is attached as Exhibit 1 for the Village's purchase of the property described by PIN 32-04-109-009-0000 and further legally described in an exhibit to the real estate contract which is attached as Exhibit 1 (hereinafter the "Subject Property");

WHEREAS, the Village finds that it is in the best interests and the welfare of the Village to approve the real estate contract attached as Exhibit 1 and close upon the transfer of the Subject Property in furtherance of a flood control project; and

NOW THEREFORE, be it resolved by the President and Board of Trustees of the Village of Glenwood pursuant to its Home Rule powers as follows:

**Section 1. Recitals.**

The foregoing recitals are true, a material part of this Resolution, and are incorporated herein as if they were fully set forth in this section.

**Section 2. Approval of Real Estate Contract.**

The Village of Glenwood herein approves the real estate contract for the Village's purchase of the Subject Property that is attached hereto as Exhibit 1. The Village President, Ronald Gardiner, is authorized to execute said real estate contract for and on behalf of the Village of Glenwood provided it is substantially in the form attached as Exhibit 1 and otherwise

acceptable to the Village President. The Village Clerk, Dion Lynch, is authorized to attest to the Village President's execution of said real estate contract for and on behalf of the Village of Glenwood.

**Section 3. Authorization to close upon the transfer of the Subject Property.**

The Village is authorized to close upon its purchase of the Subject Property. The Village President, Ronald Gardiner and the Village Attorney, John Donahue, are each given the authority to execute on behalf of the Village such documents that are necessary for the Village to purchase the Subject Property, said documents to include, but may not necessarily be limited to: closing statements, Grantor-grantee statements, wire instructions, wire transfers, ALTA statements, GAP undertaking, documents required by the title company to close the transaction including any escrow instructions or agreements, and such other documents as may be required to close upon the Village's purchase of the Subject Property. The Village is further authorized to make the necessary payment of the purchase price and to further pay any title fees and costs that are necessary to purchase the Subject Property pursuant to the approved Real Estate Contract attached as Exhibit 1.

**Section 4. Home Rule.**

This Resolution, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether this Resolution should: (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law; or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Glenwood that to the extent that the terms of this Resolution should be inconsistent with any non-preemptive state law, this Resolution shall supersede state law in that regard within its jurisdiction.

**Section 5. Effective Date.**

This Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED by roll call vote this 14<sup>th</sup> day of November, 2019.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 14<sup>th</sup> day of November, 2019.

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Ronald J. Gardiner, Village President

ATTEST:

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Dion Lynch, Village Clerk

**EXHIBIT 1**  
(Real Estate Contract)

## REAL ESTATE SALE CONTRACT

**1. Purchaser/Property.** Village of Glenwood, an Illinois Municipal Corporation, (“Purchaser”) agrees to purchase the real estate legally described in Exhibit 1 in Cook County, Illinois, which has a common address of 251 N. Park Drive, Glenwood, Illinois along with the buildings and all improvements and fixtures on said property and within said buildings. (hereinafter “Real Estate”) at a total purchase price that shall under no circumstances exceed \$155,000 and be finally determined as of the date of closing by the following formula: (1) \$113,000.00; plus (2) an additional amount, which when added to \$113,000, is sufficient to obtain a release of all mortgages against the Real Estate as determined by the mortgage company’s pay-off letter after a reduction credit is given for any escrow amounts held by the mortgage holder for the payment of property tax and property insurance; and (3) an amount sufficient to pay all reasonable and customary closing and transaction costs typically incurred by a seller of property as set forth in Section 10 of this Agreement. In the event the purchase price as determined by the above formula as of the date of closing exceeds \$155,000, the price for the sale of the Real Estate shall be \$155,000.000. To the extent that any mortgage lender does not allow the property insurance and tax escrow to be applied to the mortgage pay-off, the Seller shall assign its escrow refund to the Purchaser. The transaction shall be subject to all the terms set forth herein (the “Agreement”).

**2. Seller/deed.** Dolly Stewart (“Seller”) agrees to sell the Real Estate described above at the price and terms set forth above, and to convey or cause to be conveyed to Purchaser, title thereto by a recordable warranty deed, with release of homestead rights subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) general taxes for the year 2019 (payable in 2020) and subsequent years which are not yet due and payable at closing; (d) the covenant language that is attached hereto as Exhibit 2, which covenant language shall be incorporated into the deed given to the Purchaser. The Real Estate shall be transferred to the Purchaser free and clear of: (1) the rights and interest of any tenants or any other party in possession if any (except to the extent the Seller have been allowed to remain in possession after closing pursuant to Section 6); and (2) any liens, mortgages or security interests or other encumbrances which, if they are still in existence as of closing, shall be removed by the using the funds to be paid to Seller upon the delivery of the deed.

**3. FEMA/IEMA.** This real estate contract is entered into in accordance with a grant from the Federal Emergency Management Agency (FEMA) and/or the Illinois Emergency Management Agency (IEMA). The following signed documents that are all attached as Exhibit 1 are incorporated into this Real Estate Sales Contract and are part of it:

- a. Acquisition Agreement with the legal description for the Real Estate attached thereto.
- b. Department of Homeland Security, Federal Emergency Management Agency Declaration and Release.
- c. Department of Homeland Security, Federal Emergency Management Agency, Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space, FEMA’S Hazard Mitigation Assistance Programs.

**4. Seller obligations prior to closing.** The Seller, covenants to the Buyer that, prior to the closing on the Real Estate: (1) she will not enter any new or additional mortgages for the Real Estate; and (2) that she will timely pay all property tax bills that come due for the Real Estate. In the event Seller's obligations under this paragraph are not complied with, Buyer may, in its sole discretion, terminate this contract or, at Buyer's sole discretion, enter into an amended agreement requiring Seller to pay, at closing, all extra costs and any interest as necessary to remediate the effect and impact of Buyer's failure to comply with this Paragraph.

**5. Closing.** Provided Title is acceptable in all respects to the Purchaser, closing shall be on or before the later of either: (i) January 15, 2020; or (ii) 60 days after the execution of this contract; or (iii) at such other mutually agreed upon later date. Closing shall be at the office of the title company. Closing shall be contingent upon the determination by Purchaser, made in the sole discretion of the Purchaser that:

- a. Seller is able to provide good fee simple title to the Real Estate;
- b. The Real Estate is or will be transferred to the Purchaser free and clear of: (i) the rights and interest of any tenants or any other party in possession if any (other than the Seller pursuant to Section 6) ; and (2) any liens, mortgages, security interests or other encumbrances;
- c. Seller obtains all the necessary approvals and documents from any bank or other entity that may be necessary to release all mortgages or other liens at closing;
- d. The Purchaser's ability to obtain a policy of title insurance insuring its interest in the Real Estate;
- e. The Purchaser's receipt of the grant funding for its purchase of the Real Estate based upon the purchase price as set forth in this Contract; and
- f. The Seller's compliance with the terms of this contract.

In the event any of the above contingencies are not met as of the date and time of closing, the Purchaser may either: (1) agree to extend the closing date to a date certain; or (2) cancel this contract by written notice to the Seller. If this contract is cancelled, this contract shall be null and void with neither party having any further obligation to the other.

**6. Possession/Holdover.** Possession of the Real Estate and all improvements and fixtures on it shall be transferred to the Purchaser no later than May 15, 2020. When the Seller vacates the Real Estate, it shall be in substantially the same condition as it was as of the date this Agreement is executed. Seller shall remove all of her personal property from the Real Estate prior to transferring possession and shall not remove any fixtures, appliances, window treatments, nor any other items that are attached to the Real Estate. Any and all of Seller's personal property that remains in the Real Estate after the Seller vacates the Real Estate shall be deemed abandoned and the Purchaser may take possession and ownership of, and dispose of, such property in any manner desired by the Purchaser. Seller shall not pay any rent or charge for her occupancy of the Real Estate between closing through May 15, 2020. If Seller remains in possession after May 15, 2020, Seller shall pay agreed upon damages to the Purchaser in the amount of \$100.00 per day for each day the Seller remains in possession after May 15, 2020. These agreed upon damages are a good faith determination of the damages that will be suffered by the Purchaser should Seller remain in the Real Estate after May 15, 2020. In the event the

Real Estate is fully or partially damaged, or for any reason becomes uninhabitable, then, notwithstanding any other term of this Agreement, the Seller shall be obligated to immediately vacate the Real Estate and turn over possession to the Purchaser. The Purchaser shall have no obligation to fix, maintain or repair any deficiency with the Real Estate and no obligation to fix, maintain or repair any mechanical equipment located on the Real Estate. The Seller understands that the Purchaser is acquiring the Real Estate for the purpose of demolishing it. All utilities (water, gas, sewer, garbage and electric) shall be paid by the Seller during Seller's occupancy after closing. Purchaser shall not pay any amounts coming due for any purpose as a result of Seller's occupancy after closing.

**7. Seller's Deliveries.** On the Closing Date, Seller shall cause the following to be delivered to Purchaser, each duly executed and notarized, as appropriate:

- (i) A Warranty Deed, meeting the requirements of this Agreement transferring the Real Estate to the Purchaser;
- (ii) An Affidavit of Title signed by the Seller of the Real Estate in the form attached as Exhibit 3.
- (iii) A Bill of Sale for all improvements and fixtures located on the Real Estate in the customary form.
- (iv) A current payoff demand letter which shows the amounts due on any and all mortgages on the Real Estate after credit is given for all escrow amounts held by, or on behalf of, the mortgage holder for the payment of property tax and property insurance. In the event no credit is given for any property tax and insurance amounts against the mortgage pay-off, the Seller shall also provide an assignment of any refund of their property tax and insurance escrow amounts to the Purchaser in a form that is satisfactory to the Purchaser.
- (v) Any and all documents and approvals sufficient to release any and all mortgages, liens, security interests or other interests in the Real Estate at closing.
- (vi) All keys and garage door openers to the Real Estate in Seller's possession.
- (vii) All affidavits, indemnities, undertakings and certificates required by the Title Company of the Seller to enable it to issue a Title Policy in accordance with the terms hereof to the Purchaser.
- (viii) Any documents not otherwise provided for in this Agreement that are required by the title company to enable it to close the transaction and issue a title policy.

**8. Purchaser's Deliveries.** On the Closing Date, Purchaser shall cause the following to be delivered to Seller, each dated and duly executed and notarized, as appropriate:

- (i) All affidavits, indemnities, undertakings and certificates required by the Title Company of the Purchaser to enable it to issue the Title Policy in accordance with the terms of this Agreement.

- (ii) The Purchase Price and any other monetary payment due Sellers and any additional amounts necessary to pay any costs and fees required to be paid by Purchaser.

**9. Joint Deliveries.** On the Closing Date, provided all conditions and contingencies have been satisfied, the parties shall jointly deposit with Title Company the following, each dated and duly executed and notarized, as appropriate:

- (i) Closing Statement.
- (ii) State, and county, if applicable, transfer tax declarations and any required forms completed to establish any exemption from any real estate transfer taxes that is applicable because the transfer is to a public entity.
- (iii) An ALTA statement and a “gap” undertaking in the form customarily required by the Title Company of a seller and purchaser of property to enable it to issue the Title Policy in accordance with the terms hereof for the Real Estate.

**10. Closing Costs.** The Closing costs shall be paid as follows:

By Sellers:

- (a) Any costs to the extent they exceed the costs required to be paid by the Purchaser on behalf of the Seller.

By Purchaser:

- (a) Preparation of the documents required of the Purchasers
- (b) Purchaser’s legal expenses
- (c) 100% of the Title Company closing escrow fees.
- (d) Recording fees for the Deed
- (e) Any other closing costs customarily charged to the Purchaser and/or Seller by the Title Company that are not otherwise allocated pursuant to this Section;
- (f) Survey, if Purchaser desires a survey;
- (g) Any and all costs associated with Purchaser’s title insurance policy; and
- (h) Seller’s reasonable attorneys’ fees

**11. No Broker involvement.** The Seller and Purchaser each represent to the other that it has not used the services of any real estate broker for this transaction. The Seller and Purchaser shall defend, indemnify and hold harmless the other from any claims or demands with respect to any brokerage fees or agents’ commission or other compensation asserted by any person, firm or corporation for any action performed, or claimed to have been performed, on their behalf in connection with the transaction contemplated herein.

**12. Title commitment.** Purchaser shall, within 5 business days after the execution of this Real Estate contract order a title commitment from Fidelity National Title Insurance Company. The title commitment received shall show title in the Seller subject only to (a) the general

exceptions contained in the policy, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller shall so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. All cost related to the procurement of the title commitment and the issuance to of the Owner's title insurance policy to the Purchaser shall be paid by the Purchaser.

**13. Survey.** In the event the Purchaser requires a survey, it shall be the responsibility of the Purchaser to order such survey and pay all costs related to such survey.

**14. Title and Survey defects.** If the title commitment or plat of survey discloses either unpermitted title exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser (herein referred to as "defects"), purchaser shall give written notice of same to the Seller. Seller shall have 30 days from the date of delivery of such notice to have the exceptions removed from the commitment or to correct such survey defects and, in such event, the time of closing shall be 35 days after delivery of the Purchaser's notice that there are defects or the time expressly specified in paragraph 5, whichever is later. If Seller fails to have the defects removed or corrected in the time specified above, Purchaser may terminate this contract or may elect, upon notice to Seller, within 10 days after the expiration of the Seller's 30-day cure period, to take title as it then is. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

**15. Real estate taxes.** Seller represents that all property taxes due for the 2018 tax year (taxes payable in 2019) and for all prior tax years, plus any interest or penalties that may be due on such amounts have been fully paid. If any amounts are due for the 2018 tax year or for any prior year, Seller shall bring to closing a certificate of redemption showing the amount of the real estate taxes owed for payments that were previously due and payable along with any penalties and interest and deposit sufficient funds as deemed required by the title company for the payment of such taxes at closing.

**16. Water.** The Village shall be allowed to enter the Real Estate to undertake a water meter reading prior to closing. The Village shall issue a water bill for all water charges due and owing for the Real Estate which shall be paid by Seller prior to, or at, closing. Seller shall continue to pay all water charges for the period in which they remain in possession after closing.

**17. Real Estate Transfer Taxes.** At closing, Seller and Purchaser shall execute a completed Real Estate Transfer Declaration in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois showing the transfer of the Real Estate to Purchaser as being exempt from the provisions of the Real Estate Transfer Tax Act because the transfer is to a governmental entity. The Seller and the Purchaser shall also execute the customary grantor-grantee statement required by Cook County for such exempt transactions.

**18. Personal property.** All improvements and fixtures located on or within the Real Estate, shall be transferred to the Purchaser at closing by a Bill of Sale which is in a form that is

acceptable to the Purchaser free and clear of any security interests. Seller shall not remove any property attached to the Real Estate or fixtures from the Real Estate at any time prior to closing or at any time prior to Seller's transfer of possession to the Purchaser.

**19. Purchaser's due diligence period.** Purchaser shall have 30 days after the date this contract is last signed to inspect and evaluate the Real Estate and determine whether it is satisfactory for Purchaser's intended uses and needs ("Feasibility Period"). During the Feasibility Period, Purchaser and its agents and contractors shall have the right to enter upon and inspect the Real Estate and all conditions affecting the Real Estate and to determine, in its sole discretion, that the circumstances concerning the Real Estate and this transaction are satisfactory to the Purchaser in all respects. Purchaser may terminate this agreement at any time during the Feasibility Period for any reason by giving written notice to the Seller. Purchaser shall be responsible for all the costs of its inspection of the Real Estate. Purchaser shall restore any damage to the Property caused by Purchaser or Purchaser's Representatives. Purchaser shall indemnify and hold Seller harmless from and against any and all claims, loss, cost, expense, liability and damage (including reasonable attorneys' fees and litigation expenses) arising out of or caused by the actions of Purchaser or Purchaser's Representatives with respect to Purchaser's inspection.

**20. Walkthrough.** Prior to closing, the Purchaser shall have the right to walkthrough the Real Estate in order to confirm that the condition of the Real Estate and all improvements on it are substantially the same as they were as of the date the Purchaser's Feasibility Period expired, normal wear and tear excepted.

**21. Uniform Vendor and Purchaser Risk Act.** The provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall be applicable to this Agreement.

**22. Time is of the essence.** Time is of the essence for this contract.

**23. Notices.** All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

**24. IRS Section 1445.** Seller represents that they are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

**25. Amendment.** This Real Estate Sale Contract may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance, resolution or motion of the Village approving such written amendment, as provided by law and by the execution of such written amendment by the Parties.

**26. Entire Agreement.** This Real Estate Sale Contract sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Real Estate Sale Contract supersedes all prior written agreements, negotiations



**EXHIBIT 1**  
(FEMA/IEMA Documents)

The following documents are attached:

- a. Acquisition Agreement and the legal description for the Real Estate attached thereto.
- b. Department of Homeland Security Federal Emergency Management Agency Declaration and Release.
- c. Department of Homeland Security, Federal Emergency Management Agency, Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space, FEMA'S Hazard Mitigation Assistance Programs.

## ACQUISITION AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of November, 2019, by and between the Village of Glenwood, a municipal corporation, by its agent and attorney John F. Donahue, hereinafter called Village, and Dolly Stewart, hereinafter called SELLER(s).

### WITNESSETH:

That the Village is acting under a grant from the Illinois Emergency Management Agency (IEMA), and/or Illinois Department of Natural Resources (IDNR) to purchase certain property in the Village of Glenwood, Cook County, Illinois, which the Sellers own a parcel as described in Exhibit A1", attached hereto and made a part hereof.

Seller represent that their property is located in the floodplain and qualify for the assistance being granted and are **UNDER NO OBLIGATION TO SELL THEIR PROPERTY UNDER THIS PROGRAM, BUT DO SO VOLUNTARILY.**

The parties agree as follows:

1. Sellers have been given the opportunity to review the appraisal of 251 N. Park Drive, Glenwood, Illinois 60425, which said appraisal has been reviewed and approved by IEMA, with the established pre-flood fair market value (FMV) as of the date of September 11, 2015 of \$113,000.00.
2. Sellers acknowledge that the price to be paid for clear title is the pre-flood fair market value with deductions in the amount of \$0 for any flood insurance payment received by Sellers for structural damage, \$0 for any Individual Assistance program (IA) funds for which the homeowner cannot document as expended on repair of the damaged structure.
3. Sellers agree that they will, in writing, furnish to the City within five (5) days from the date of this agreement, a list of all liens of any kind known to the Sellers, including but not limited to mortgages, mechanics liens, judgement liens, and past due taxes.
4. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property, including real estate taxes for the entire year 2018 and prior years if they have not previously been paid. It is further understood that the Hazard Mitigation Grant Program Funds being used for the purchase of the property, cannot and will not duplicate benefits received for the same from any other funds. Sellers will return any disaster aid money received if it amounts to a

duplication of benefits.

5. Sellers understand and agree that any replacement housing purchased with IEMA and/or IDNR monies **WILL NOT BE IN ANY FLOOD ZONE A** (100 year flood zone) as identified in the Flood Insurance Rate Maps of any applicable jurisdiction.
6. Sellers agree they will execute all necessary documents to transfer title to the property to the City and also agree to execute now and in the future, any and all document requirements by the City, IEMA and/or IDNR to complete this transaction and to comply with City, State or Federal regulations.
7. No fixtures, materials or improvements to the real estate shall be removed from the premises, and, because of legal liability reasons, the City will not permit any materials to be salvaged at this time or at the time of demolition. Any violation of this agreement may result in changing the fair market value of the structure. The value of the property removed will be solely determined by the City and will be deducted from the purchase price, if the purchase price has not yet been paid in full or to be repaid by the Seller within ten (10) days after removal if the purchase price has been paid to the Seller.
8. Sellers represent onto the City that they will vacate the property as required by the Real Estate contract.
9. Sellers acknowledge that they have had an opportunity to review this contract and they have had an opportunity, if they so choose, to contact an attorney of their choice to review this Agreement and enter into the Agreement fully understanding the nature thereof and saves and holds harmless the city or any representative, of any liability or responsibility as a result of this contract or anything incident to the sale.

This agreement is binding upon the heirs, executors, successors and assigns of all parties.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

\_\_\_\_\_  
Seller(s)

Village of Glenwood,  
a municipal corporation,

BY:

Exhibit 1

(Legal Description)

LOT 275 IN GLENWOOD MANOR UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 251 N. Park Drive, Glenwood, Illinois 60425  
P.I.N. # 32-04-109-009-0000

DEPARTMENT OF HOMELAND SECURITY  
 FEDERAL EMERGENCY MANAGEMENT AGENCY  
**DECLARATION AND RELEASE**

**O.M.B. No. 1660-0002**  
**Expires August 31, 2013**

**DECLARATION AND RELEASE**

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

- I am a citizen or non-citizen national of the United States.
- I am a qualified alien of the United States.
- Print full name and age of minor child: I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: \_\_\_\_\_

**By my signature I certify that:**

- \* Only one application has been submitted for my household.
- \* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
- \* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

**I understand that**, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to \$250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

**I understand that** the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

**I authorize FEMA to verify** all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

**I authorize** all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME ( <i>print</i> )	SIGNATURE	DATE OF BIRTH	DATE SIGNED
INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.	
ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE

**PRIVACY ACT STATEMENT**

**AUTHORITY:** The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121-5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c)(1).

**PRINCIPAL PURPOSE(S):** This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

**ROUTINE USE(S):** The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by routine uses published in DHS/FEMA-008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

**DISCLOSURE:** The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this form is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting the form. This collection of information is required to obtain or retain benefits. You are not required to complete this collection of information unless a valid O.M.B. control number is displayed on this form. Send comments regarding the accuracy of the burden and estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002). **NOTE: Do not send your completed form to this address.**

DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
**Statement of Voluntary Participation for  
Acquisition of Property for Purpose of Open Space  
FEMA's Hazard Mitigation Assistance Programs**

THIS AGREEMENT is made and entered into this on (date) November 11, 2015, by and between (name of Subgrantee) Village of Glenwood, hereinafter referred to as "Subgrantee," and (property owner) Dolly Stewart, hereinafter referred to as "Seller." The parties agree as follows:

1. Seller affirms that I/we own the property located at (legal address) 251 N. Park Drive, Glenwood, IL. 60425, hereinafter referred to as "property."
2. Subgrantee has notified Seller that the Subgrantee may wish to purchase the referenced property, and, if Seller agrees to sell, Seller must permanently relocate from property.
3. Subgrantee has identified that the purchase offer valuation of the property as of (date) Sept. 11, 2015 is \$ 113,000, as determined by appropriate valuation procedures implemented by Subgrantee and based on FEMA acquisition requirements provided in 44 C.F.R. Part 80, and relevant program guidance as documented below (e.g., *Pre-Disaster Mitigation, Hazard Mitigation Grant Program, Flood Mitigation Assistance*). \_\_\_\_\_
4. Subgrantee has notified the Seller that **neither the State nor the Local Government will use its eminent domain authority to acquire the property for open-space purpose if the Seller chooses not to participate, or if negotiations fail.**
5. Subgrantee has notified Seller that if the Seller agrees to sell the property to the Subgrantee the transaction is voluntary and the Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are available to property owners who must sell their properties involuntarily.
6. Subgrantee affirms that it has provided the notifications and explained the information described in the preceding paragraphs to the seller, and property identified above is not a part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.
7. This Agreement shall expire on (date of closing) Date of closing, unless Seller has voluntarily sold Property to the Subgrantee by that date.

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subgrantee's Authorized Agent Signature

\_\_\_\_\_  
Date

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for Property Owners Voluntary Participation Statement is estimated to average 1 hour per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data and completing and submitting the form. You are not required to respond to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC, 20472, and Paperwork Reduction Project (1660-0103). **Note: Do not send your completed form to this address.**

## EXHIBIT 2

(Covenant language which shall be included in the deed)

In reference to the property at **251 Park Drive, Glenwood, Illinois** conveyed by the Deed between Dolly Stewart participating in the federally-assisted acquisition project (Grantor) and the Village of Glenwood, Illinois (Grantee), and its successors and assigns:

Whereas, the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

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

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: 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 FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property 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, and approved by FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administration.

c. Disaster Assistance and Flood Insurance. No Federal entity or source or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to any entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on May 1, the Grantee, in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee, the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R., Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee of the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment: This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Grantor's signature(s) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Grantee's Name & Title: Village of Glenwood, Illinois

\_\_\_\_\_ Date \_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF COOK                    )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Dolly Stewart, 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 they signed, signed, sealed and delivered the said instrument as their 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

Notary Public

**EXHIBIT 3**  
(Form of Affidavit of Title)

**AFFIDAVIT OF TITLE**

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

The undersigned, Dolly Stewart, hereinafter referred to as Seller does hereby depose and say as follows:

1. Seller owns the legal title in certain real estate (hereinafter referred to as the "Property") which is legally described as follows:

LOT 275 IN GLENWOOD MANOR UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 251 N. Park Drive, Glenwood, Illinois 60425  
P.I.N. # 32-04-109-009-0000

2. This Affidavit is made by Seller in connection with the sale of the Property to the Village of Glenwood, hereinafter referred to as Buyer and is given to induce the Buyer to make or complete the purchase of the Property.

3. No labor, services, or materials have been furnished or delivered to the Property or used for improvements or repairs thereof at any time within the past six (6) months that have not been fully and completely paid for, and Seller has no debts, outstanding contracts, or liabilities that could give rise to or result in a lien or a claim of lien against the Property under the Illinois Mechanic Lien Act. **Seller also state that she has not done anything to the Property that would adversely affect the title since the effective date on the title commitment up through and including the closing date.**

4. All fixtures now located in or on the Property are fully paid for and are not subject to any conditional sales contracts, chattel mortgages, or other security interests.

5. No persons are in possession of the Property except Seller, and that there are no other leases, oral or written or other arrangements concerning the Property under which any person other than Seller has any possessory rights in the Property.

6. To the best of Seller's knowledge and belief, there are no driveway agreements, overlaps, boundary lines in dispute, or unrecorded easements in regard to the Property nor are there any improvements from adjoining properties that encroach on the Property.

7. To the best of Seller's knowledge and belief, the Property is not subject to any taxes or special assessments other than those shown as existing liens by the public records.

8. To the best of Seller's knowledge and belief, there are no presently existing violations of any restrictions or easements of record affecting the Property.

9. There is no outstanding contract, unrecorded deed, mortgage, or other conveyance affecting the Property executed by Seller or to the knowledge of Seller.

10. Except for the Village of Glenwood given it is the purchaser, neither Seller nor his agents have received any notice from any other city, village, or other governmental authority of any violation of any applicable dwelling or building code or any other law or regulation.

11. Under penalty of perjury, Seller declares that he has examined this Affidavit of Title and to the best of Seller's knowledge and belief it is true, correct, and complete.

Dated: \_\_\_\_\_, 20\_\_\_\_.

**SELLER**

\_\_\_\_\_

**Dolly Stewart**

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Dolly Stewart, personally known to me to be the same person whose name is subscribed to the foregoing Affidavit of Title appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal  
and sworn to before me this \_\_\_\_\_ day  
of November, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**VILLAGE OF GLENWOOD**

**COOK COUNTY, ILLINOIS**

**RESOLUTION NO. 2019 - \_\_\_\_\_**

**A RESOLUTION APPROVING: (1) A REAL ESTATE CONTRACT FOR THE  
VILLAGE'S PURCHASE OF PIN 32-04-109-007-0000; AND (2) THE VILLAGE'S  
CLOSING OF THE TRANSACTION**

(307 N. Park Drive)

**ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF GLENWOOD  
THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2019**

RESOLUTION NO. 2019 - \_\_\_\_\_

**A RESOLUTION APPROVING: (1) A REAL ESTATE CONTRACT FOR THE VILLAGE'S PURCHASE OF PIN 32-04-109-007-0000; AND (2) THE VILLAGE'S CLOSING OF THE TRANSACTION**

(307 N. Park Drive)

WHEREAS, the Village has negotiated a real estate contract which is attached as Exhibit 1 for the Village's purchase of the property described by PIN 32-04-109-007-0000 and further legally described in an exhibit to the real estate contract which is attached as Exhibit 1 (hereinafter the "Subject Property");

WHEREAS, the Village finds that it is in the best interests and the welfare of the Village to approve the real estate contract attached as Exhibit 1 and close upon the transfer of the Subject Property in furtherance of a flood control project; and

NOW THEREFORE, be it resolved by the President and Board of Trustees of the Village of Glenwood pursuant to its Home Rule powers as follows:

**Section 1. Recitals.**

The foregoing recitals are true, a material part of this Resolution, and are incorporated herein as if they were fully set forth in this section.

**Section 2. Approval of Real Estate Contract.**

The Village of Glenwood herein approves the real estate contract for the Village's purchase of the Subject Property that is attached hereto as Exhibit 1. The Village President, Ronald Gardiner, is authorized to execute said real estate contract for and on behalf of the Village of Glenwood provided it is substantially in the form attached as Exhibit 1 and otherwise

acceptable to the Village President. The Village Clerk, Dion Lynch, is authorized to attest to the Village President's execution of said real estate contract for and on behalf of the Village of Glenwood.

**Section 3. Authorization to close upon the transfer of the Subject Property.**

The Village is authorized to close upon its purchase of the Subject Property. The Village President, Ronald Gardiner and the Village Attorney, John Donahue, are each given the authority to execute on behalf of the Village such documents that are necessary for the Village to purchase the Subject Property, said documents to include, but may not necessarily be limited to: closing statements, Grantor-grantee statements, wire instructions, wire transfers, ALTA statements, GAP undertaking, documents required by the title company to close the transaction including any escrow instructions or agreements, and such other documents as may be required to close upon the Village's purchase of the Subject Property. The Village is further authorized to make the necessary payment of the purchase price and to further pay any title fees and costs that are necessary to purchase the Subject Property pursuant to the approved Real Estate Contract attached as Exhibit 1.

**Section 4. Home Rule.**

This Resolution, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether this Resolution should: (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law; or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Glenwood that to the extent that the terms of this Resolution should be inconsistent with any non-preemptive state law, this Resolution shall supersede state law in that regard within its jurisdiction.

**Section 5. Effective Date.**

This Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED by roll call vote this 14<sup>th</sup> day of November, 2019.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 14<sup>th</sup> day of November, 2019.

---

Ronald J. Gardiner, Village President

ATTEST:

---

Dion Lynch, Village Clerk

**EXHIBIT 1**  
(Real Estate Contract)

## REAL ESTATE SALE CONTRACT

**1. Purchaser/Property.** Village of Glenwood, an Illinois Municipal Corporation, (“Purchaser”) agrees to purchase the real estate legally described in Exhibit 1 in Cook County, Illinois, which has a common address of 307 N. Park Drive, Glenwood, Illinois along with the buildings and all improvements and fixtures on said property and within said buildings. (hereinafter “Real Estate”) at a total purchase price that shall under no circumstances exceed \$ \_\_\_\_\_.

**2. Seller/deed.** Kerry Durkin and Gwen Durkin (“Sellers”) agrees to sell the Real Estate described above at the price and terms set forth above, and to convey or cause to be conveyed to Purchaser, title thereto by a recordable warranty deed, with release of homestead rights subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) general taxes for the year 2019 (payable in 2020) and subsequent years which are not yet due and payable at closing; (d) the covenant language that is attached hereto as Exhibit 2, which covenant language shall be incorporated into the deed given to the Purchaser. The Real Estate shall be transferred to the Purchaser free and clear of: (1) the rights and interest of any tenants or any other party in possession if any (except to the extent the Seller has been allowed to remain in possession after closing pursuant to Section 5); and (2) any liens, mortgages or security interests or other encumbrances which, if they are still in existence as of closing, shall be removed by the using the funds to be paid to Seller upon the delivery of the deed.

**3. FEMA/IEMA.** This real estate contract is entered into in accordance with a grant from the Federal Emergency Management Agency (FEMA) and/or the Illinois Emergency Management Agency (IEMA). The following signed documents that are all attached as Exhibit 1 are incorporated into this Real Estate Sales Contract and are part of it:

- a. Acquisition Agreement with the legal description for the Real Estate attached thereto.
- b. Department of Homeland Security, Federal Emergency Management Agency Declaration and Release.
- c. Department of Homeland Security, Federal Emergency Management Agency, Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space, FEMA’S Hazard Mitigation Assistance Programs.

**4. Closing.** Provided Title is acceptable in all respects to the Purchaser, closing shall be on or before the later of either: (i) January 15, 2020; or (ii) 60 days after the execution of this contract; or (iii) at such other mutually agreed upon later date. Closing shall be at the office of the title company. Closing shall be contingent upon the determination by Purchaser, made in the sole discretion of the Purchaser that:

- a. Sellers are able to provide good fee simple title to the Real Estate;
- b. The Real Estate is or will be transferred to the Purchaser free and clear of: (i) the rights and interest of any tenants or any other party in possession if any (other than the Sellers pursuant to Section 5) ; and (2) any liens, mortgages, security interests or other encumbrances;

- c. Sellers obtain all the necessary approvals and documents from any bank or other entity that may be necessary to release all mortgages or other liens at closing;
- d. The Purchaser's ability to obtain a policy of title insurance insuring its interest in the Real Estate;
- e. The Purchaser's receipt of the grant funding for its purchase of the Real Estate based upon the purchase price as set forth in this Contract; and
- f. The Sellers' compliance with the terms of this contract.

In the event any of the above contingencies are not met as of the date and time of closing, the Purchaser may either: (1) agree to extend the closing date to a date certain; or (2) cancel this contract by written notice to the Seller. If this contract is cancelled, this contract shall be null and void with neither party having any further obligation to the other.

**5. Possession/Holdover.** Possession of the Real Estate and all improvements and fixtures on it shall be transferred to the Purchaser no later than May 15, 2020. When the Sellers vacate the Real Estate, it shall be in substantially the same condition as it was as of the date this Agreement is executed. Sellers shall remove all of their personal property from the Real Estate prior to transferring possession and shall not remove any fixtures, appliances, window treatments, nor any other items that are attached to the Real Estate. Any and all of Sellers' personal property that remains in the Real Estate after the Seller vacates the Real Estate shall be deemed abandoned and the Purchaser may take possession and ownership of, and dispose of, such property in any manner desired by the Purchaser. Seller shall not pay any rent or charge for her occupancy of the Real Estate between closing through May 15, 2020. If Seller remains in possession after May 15, 2020, Seller shall pay agreed upon damages to the Purchaser in the amount of \$100.00 per day for each day the Seller remains in possession after May 15, 2020. These agreed upon damages are a good faith determination of the damages that will be suffered by the Purchaser should Seller remain in the Real Estate after May 15, 2020. In the event the Real Estate is fully or partially damaged, or for any reason becomes uninhabitable, then, notwithstanding any other term of this Agreement, the Sellers shall be obligated to immediately vacate the Real Estate and turn over possession to the Purchaser. The Purchaser shall have no obligation to fix, maintain or repair any deficiency with the Real Estate and no obligation to fix, maintain or repair any mechanical equipment located on the Real Estate. The Sellers understands that the Purchaser is acquiring the Real Estate for the purpose of demolishing it. All utilities (water, gas, sewer, garbage and electric) shall be paid by the Sellers during Sellers' occupancy after closing. Purchaser shall not pay any amounts coming due for any purpose as a result of Seller's occupancy after closing.

**7. Sellers' Deliveries.** On the Closing Date, Sellers shall cause the following to be delivered to Purchaser, each duly executed and notarized, as appropriate:

- (i) A Warranty Deed, meeting the requirements of this Agreement transferring the Real Estate to the Purchaser;
- (ii) An Affidavit of Title signed by the Seller of the Real Estate in the form attached as Exhibit 3.
- (iii) A Bill of Sale for all improvements and fixtures located on the Real Estate in the customary form.

- (iv) A current payoff demand letter which shows the amounts due on any and all mortgages on the Real Estate.
- (v) Any and all documents and approvals sufficient to release any and all mortgages, liens, security interests or other interests in the Real Estate at closing.
- (vi) All keys and garage door openers to the Real Estate in Seller's possession.
- (vii) All affidavits, indemnities, undertakings and certificates required by the Title Company of the Seller to enable it to issue a Title Policy in accordance with the terms hereof to the Purchaser.
- (viii) Any documents not otherwise provided for in this Agreement that are required by the title company to enable it to close the transaction and issue a title policy.

**8. Purchaser's Deliveries.** On the Closing Date, Purchaser shall cause the following to be delivered to Seller, each dated and duly executed and notarized, as appropriate:

- (i) All affidavits, indemnities, undertakings and certificates required by the Title Company of the Purchaser to enable it to issue the Title Policy in accordance with the terms of this Agreement.
- (ii) The Purchase Price and any other monetary payment due Sellers and any additional amounts necessary to pay any costs and fees required to be paid by Purchaser.

**9. Joint Deliveries.** On the Closing Date, provided all conditions and contingencies have been satisfied, the parties shall jointly deposit with Title Company the following, each dated and duly executed and notarized, as appropriate:

- (i) Closing Statement.
- (ii) State, and county, if applicable, transfer tax declarations and any required forms completed to establish any exemption from any real estate transfer taxes that is applicable because the transfer is to a public entity.
- (iii) An ALTA statement and a "gap" undertaking in the form customarily required by the Title Company of a seller and purchaser of property to enable it to issue the Title Policy in accordance with the terms hereof for the Real Estate.

**10. Closing Costs.** The Closing costs shall be paid as follows:

By Sellers:

- (a) Sellers' Attorney fees, if any.
- (b) Preparation of the documents required of the Purchasers

By Purchaser:

- (a) Preparation of the documents required of the Purchasers

- (b) Purchaser's legal expenses
- (c) 100% of the Title Company closing escrow fees.
- (d) Recording fees for the Deed
- (e) Any other closing costs customarily charged to the Purchaser and/or Seller by the Title Company that are not otherwise allocated pursuant to this Section;
- (f) Survey, if Purchaser desires a survey; and
- (g) Any and all costs associated with Purchaser's title insurance policy.

**11. No Broker involvement.** The Seller and Purchaser each represent to the other that it has not used the services of any real estate broker for this transaction. The Seller and Purchaser shall defend, indemnify and hold harmless the other from any claims or demands with respect to any brokerage fees or agents' commission or other compensation asserted by any person, firm or corporation for any action performed, or claimed to have been performed, on their behalf in connection with the transaction contemplated herein.

**12. Title commitment.** Purchaser shall, within 5 business days after the execution of this Real Estate contract order a title commitment from Fidelity National Title Insurance Company. The title commitment received shall show title in the Seller subject only to (a) the general exceptions contained in the policy, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller shall so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. All cost related to the procurement of the title commitment and the issuance to of the Owner's title insurance policy to the Purchaser shall be paid by the Purchaser.

**13. Survey.** In the event the Purchaser requires a survey, it shall be the responsibility of the Purchaser to order such survey and pay all costs related to such survey.

**14. Title and Survey defects.** If the title commitment or plat of survey discloses either unpermitted title exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser (herein referred to as "defects"), purchaser shall give written notice of same to the Seller. Seller shall have 30 days from the date of delivery of such notice to have the exceptions removed from the commitment or to correct such survey defects and, in such event, the time of closing shall be 35 days after delivery of the Purchaser's notice that there are defects or the time expressly specified in paragraph 5, whichever is later. If Seller fails to have the defects removed or corrected in the time specified above, Purchaser may terminate this contract or may elect, upon notice to Seller, within 10 days after the expiration of the Seller's 30-day cure period, to take title as it then is. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

**15. Real estate taxes.** Seller represents that all property taxes due for the 2018 tax year (taxes payable in 2019) and for all prior tax years, plus any interest or penalties that may be due

on such amounts have been fully paid. If any amounts are due for the 2018 tax year or for any prior year, Seller shall bring to closing a certificate of redemption showing the amount of the real estate taxes owed for payments that were previously due and payable along with any penalties and interest and deposit sufficient funds as deemed required by the title company for the payment of such taxes at closing.

Real Estate taxes for any period prior to the date of closing which are not yet due and owing at the time of closing shall be prorated at closing with Seller giving Purchaser a credit at closing of an amount equal to the prorated amount of real estate taxes that are not yet due and owing through and including the date of closing. The proration shall be based upon 100% of the property taxes paid in the most recent previous ascertainable full year for which tax bills have been issued (2018 tax year, payable in 2019). The proration of property taxes as provided for in this section shall be final.

**16. Water.** The Village shall be allowed to enter the Real Estate to undertake a water meter reading prior to the closing. The Village shall issue a water bill for all water charges due and owing for the Real Estate which shall be paid by Seller prior to, or at, closing. Sellers shall thereafter continue to pay all water bills during any post-closing occupancy by Sellers.

**17. Real Estate Transfer Taxes.** At closing, Sellers and Purchaser shall execute a completed Real Estate Transfer Declaration in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois showing the transfer of the Real Estate to Purchaser as being exempt from the provisions of the Real Estate Transfer Tax Act because the transfer is to a governmental entity. The Sellers and the Purchaser shall also execute the customary grantor-grantee statement required by Cook County for such exempt transactions.

**18. Personal property.** All improvements and fixtures located on or within the Real Estate, shall be transferred to the Purchaser at closing by a Bill of Sale which is in a form that is acceptable to the Purchaser free and clear of any security interests. Seller shall not remove any property attached to the Real Estate or fixtures from the Real Estate at any time prior to closing or at any time prior to Seller's transfer of possession to the Purchaser.

**19. Purchaser's due diligence period.** Purchaser shall have 30 days after the date this contract is last signed to inspect and evaluate the Real Estate and determine whether it is satisfactory for Purchaser's intended uses and needs ("Feasibility Period"). During the Feasibility Period, Purchaser and its agents and contractors shall have the right to enter upon and inspect the Real Estate and all conditions affecting the Real Estate and to determine, in its sole discretion, that the circumstances concerning the Real Estate and this transaction are satisfactory to the Purchaser in all respects. Purchaser may terminate this agreement at any time during the Feasibility Period for any reason by giving written notice to the Seller. Purchaser shall be responsible for all the costs of its inspection of the Real Estate. Purchaser shall restore any damage to the Property caused by Purchaser or Purchaser's Representatives. Purchaser shall indemnify and hold Seller harmless from and against any and all claims, loss, cost, expense, liability and damage (including reasonable attorneys' fees and litigation expenses) arising out of

or caused by the actions of Purchaser or Purchaser's Representatives with respect to Purchaser's inspection.

**20. Walkthrough.** Prior to closing, the Purchaser shall have the right to walkthrough the Real Estate in order to confirm that the condition of the Real Estate and all improvements on it are substantially the same as they were as of the date the Purchaser's Feasibility Period expired, normal wear and tear excepted.

**21. Uniform Vendor and Purchaser Risk Act.** The provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall be applicable to this Agreement.

**22. Time is of the essence.** Time is of the essence for this contract.

**23. Notices.** All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

**24. IRS Section 1445.** Seller represents that they are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

**25. Amendment.** This Real Estate Sale Contract may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance, resolution or motion of the Village approving such written amendment, as provided by law and by the execution of such written amendment by the Parties.

**26. Entire Agreement.** This Real Estate Sale Contract sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Real Estate Sale Contract supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

**27. Illinois Law.** This Real Estate Sale Contract shall be construed its accordance with the laws of the State of Illinois.

**28. Interpretations.** This Real Estate Sale Contract has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

**29. Execution.** Each party represents that it is authorized to enter into this agreement.

**IN WITNESS WHEREOF**, the Parties have duly executed this Contract pursuant to all requisite authorizations on the dates set forth below.

**SELLER:**  
**Kerry Durkin and Gwen Durkin**  
307 N. Park Drive  
Glenwood, Ill. 60425

**PURCHASER:**  
**VILLAGE OF GLENWOOD**  
One Asselborn Way  
Glenwood, IL 60425

\_\_\_\_\_  
Kerry Durkin

Date: \_\_\_\_\_

\_\_\_\_\_  
Gwen Durkin

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ronald J. Gardiner, Village President

Date: \_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kerry Durkin, personally known to me to be the same person whose name is subscribed to the foregoing Real Estate Sale Contract, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as their free and voluntary act of for the uses and purposes therein set forth.

Given under my hand and official seal  
and sworn to before me this \_\_\_\_\_ day  
of November, 2019.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gwen Durkin, personally known to me to be the same person whose name is subscribed to the foregoing Real Estate Sale Contract, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as their free and voluntary act of for the uses and purposes therein set forth.

Given under my hand and official seal  
and sworn to before me this \_\_\_\_\_ day  
of November, 2019.

\_\_\_\_\_  
Notary Public

**EXHIBIT 1**  
(FEMA/IEMA Documents)

The following documents are attached:

- a. Acquisition Agreement and the legal description for the Real Estate attached thereto.
- b. Department of Homeland Security Federal Emergency Management Agency Declaration and Release.
- c. Department of Homeland Security, Federal Emergency Management Agency, Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space, FEMA'S Hazard Mitigation Assistance Programs.

## ACQUISITION AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of November \_\_, 2019, by and between the Village of Glenwood, a municipal corporation, by its agent and attorney John F. Donahue, hereinafter called Village, and Kerry Durkin and Gwen Durkin, hereinafter called SELLER(s).

### WITNESSETH:

That the Village is acting under a grant from the Illinois Emergency Management Agency (IEMA), and/or Illinois Department of Natural Resources (IDNR) to purchase certain property in the Village of Glenwood, Cook County, Illinois, which the Sellers own a parcel as described in Exhibit A1", attached hereto and made a part hereof.

Seller represent that their property is located in the floodplain and qualify for the assistance being granted and are **UNDER NO OBLIGATION TO SELL THEIR PROPERTY UNDER THIS PROGRAM, BUT DO SO VOLUNTARILY.**

The parties agree as follows:

1. Sellers have been given the opportunity to review the appraisal of 307 N. Park Drive, Glenwood, Illinois 60425, which said appraisal has been reviewed and approved by IEMA, with the established pre-flood fair market value (FMV) as of the date of September 11, 2015 of \$\_\_\_\_\_.
2. Sellers acknowledge that the price to be paid for clear title is the pre-flood fair market value with deductions in the amount of \$0 for any flood insurance payment received by Sellers for structural damage, \$0 for any Individual Assistance program (IA) funds for which the homeowner cannot document as expended on repair of the damaged structure.
3. Sellers agree that they will, in writing, furnish to the City within five (5) days from the date of this agreement, a list of all liens of any kind known to the Sellers, including but not limited to mortgages, mechanics liens, judgement liens, and past due taxes.
4. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property, including real estate taxes for the entire year 2018 and prior years if they have not previously been paid. It is further understood that the Hazard Mitigation Grant Program Funds being used for the purchase of the property, cannot and will not duplicate benefits received for the same from any

other funds. Sellers will return any disaster aid money received if it amounts to a duplication of benefits.

5. Sellers understand and agree that any replacement housing purchased with IEMA and/or IDNR monies **WILL NOT BE IN ANY FLOOD ZONE A** (100 year flood zone) as identified in the Flood Insurance Rate Maps of any applicable jurisdiction.
6. Sellers agree they will execute all necessary documents to transfer title to the property to the City and also agree to execute now and in the future, any and all document requirements by the City, IEMA and/or IDNR to complete this transaction and to comply with City, State or Federal regulations.
7. No fixtures, materials or improvements to the real estate shall be removed from the premises, and, because of legal liability reasons, the City will not permit any materials to be salvaged at this time or at the time of demolition. Any violation of this agreement may result in changing the fair market value of the structure. The value of the property removed will be solely determined by the City and will be deducted from the purchase price, if the purchase price has not yet been paid in full or to be repaid by the Seller within ten (10) days after removal if the purchase price has been paid to the Seller.
8. Sellers represent onto the City that they will vacate the property as required by the Real Estate contract.
9. Sellers acknowledge that they have had an opportunity to review this contract and they have had an opportunity, if they so choose, to contact an attorney of their choice to review this Agreement and enter into the Agreement fully understanding the nature thereof and saves and holds harmless the city or any representative, of any liability or responsibility as a result of this contract or anything incident to the sale.

This agreement is binding upon the heirs, executors, successors and assigns of all parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

\_\_\_\_\_  
Seller(s)

Village of Glenwood,  
a municipal corporation,

BY:

Exhibit 1

(Legal Description)

LOT 273 IN GLENWOOD MANOR UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 307 N. Park Drive, Glenwood, Illinois 60425  
P.I.N. # 32-04-109-007-0000

DEPARTMENT OF HOMELAND SECURITY  
 FEDERAL EMERGENCY MANAGEMENT AGENCY  
**DECLARATION AND RELEASE**

**O.M.B. No. 1660-0002**  
**Expires August 31, 2013**

**DECLARATION AND RELEASE**

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

- I am a citizen or non-citizen national of the United States.
- I am a qualified alien of the United States.
- Print full name and age of minor child: I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: \_\_\_\_\_

**By my signature I certify that:**

- \* Only one application has been submitted for my household.
- \* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
- \* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

**I understand that**, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to \$250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

**I understand that** the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

**I authorize FEMA to verify** all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

**I authorize** all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME (print)	SIGNATURE	DATE OF BIRTH	DATE SIGNED
INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.	
ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE

**PRIVACY ACT STATEMENT**

**AUTHORITY:** The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121-5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c)(1).

**PRINCIPAL PURPOSE(S):** This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

**ROUTINE USE(S):** The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by routine uses published in DHS/FEMA-008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

**DISCLOSURE:** The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this form is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting the form. This collection of information is required to obtain or retain benefits. You are not required to complete this collection of information unless a valid O.M.B. control number is displayed on this form. Send comments regarding the accuracy of the burden and estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002). **NOTE: Do not send your completed form to this address.**

DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
**Statement of Voluntary Participation for  
Acquisition of Property for Purpose of Open Space  
FEMA's Hazard Mitigation Assistance Programs**

THIS AGREEMENT is made and entered into this on (date) November 1, 2011, by and between (name of Subgrantee) Village of Glenwood, hereinafter referred to as "Subgrantee," and (property owner) Kerry Durkin and Gwen Durkin, hereinafter referred to as "Seller." The parties agree as follows:

1. Seller affirms that I/we own the property located at (legal address) 307 N. Park Drive, Glenwood, IL 60425, hereinafter referred to as "property."
2. Subgrantee has notified Seller that the Subgrantee may wish to purchase the referenced property, and, if Seller agrees to sell, Seller must permanently relocate from property.
3. Subgrantee has identified that the purchase offer valuation of the property as of (date) September 1, 2011 is \$ \_\_\_\_\_, as determined by appropriate valuation procedures implemented by Subgrantee and based on FEMA acquisition requirements provided in 44 C.F.R. Part 80, and relevant program guidance as documented below (e.g., *Pre-Disaster Mitigation, Hazard Mitigation Grant Program, Flood Mitigation Assistance*). \_\_\_\_\_
4. Subgrantee has notified the Seller that **neither the State nor the Local Government will use its eminent domain authority to acquire the property for open-space purpose if the Seller chooses not to participate, or if negotiations fail.**
5. Subgrantee has notified Seller that if the Seller agrees to sell the property to the Subgrantee the transaction is voluntary and the Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are available to property owners who must sell their properties involuntarily.
6. Subgrantee affirms that it has provided the notifications and explained the information described in the preceding paragraphs to the seller, and property identified above is not a part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.
7. This Agreement shall expire on (date of closing) date of closing, unless Seller has voluntarily sold Property to the Subgrantee by that date.

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Subgrantee's Authorized Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for Property Owners Voluntary Participation Statement is estimated to average 1 hour per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data and completing and submitting the form. You are not required to respond to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC, 20472, and Paperwork Reduction Project (1660-0103). **Note: Do not send your completed form to this address.**

## EXHIBIT 2

(Covenant language which shall be included in the deed)

In reference to the property at **307 Park Drive, Glenwood, Illinois** conveyed by the Deed between Kerry Durkin and Gwen Durkin participating in the federally-assisted acquisition project (Grantors) and the Village of Glenwood, Illinois (Grantee), and its successors and assigns:

Whereas, the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

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

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: 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 FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property 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, and approved by FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administration.

c. Disaster Assistance and Flood Insurance. No Federal entity or source or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to any entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on May 1, the Grantee, in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee, the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R., Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee of the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment: This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Grantor's signature(s) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Grantee's Name & Title: Village of Glenwood, Illinois

\_\_\_\_\_ Date \_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF COOK                    )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Kerry Durkin, 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 they signed, signed, sealed and delivered the said instrument as their 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF COOK                    )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Gwen Durkin, 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 they signed, signed, sealed and delivered the said instrument as their 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

**EXHIBIT 3**  
(Form of Affidavit of Title)

**AFFIDAVIT OF TITLE**

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

The undersigned, Kerry Durkin and Gwen Durkin, hereinafter referred to as Sellers does hereby depose and say as follows:

1. Sellers own the legal title in certain real estate (hereinafter referred to as the "Property") which is legally described as follows:

LOT 273 IN GLENWOOD MANOR UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 307 N. Park Drive, Glenwood, Illinois 60425  
P.I.N. # 32-04-109-007-0000

2. This Affidavit is made by Sellers in connection with the sale of the Property to the Village of Glenwood, hereinafter referred to as Buyer and is given to induce the Buyer to make or complete the purchase of the Property.

3. No labor, services, or materials have been furnished or delivered to the Property or used for improvements or repairs thereof at any time within the past six (6) months that have not been fully and completely paid for, and Seller has no debts, outstanding contracts, or liabilities that could give rise to or result in a lien or a claim of lien against the Property under the Illinois Mechanic Lien Act. **Seller also state that she has not done anything to the Property that would adversely affect the title since the effective date on the title commitment up through and including the closing date.**

4. All fixtures now located in or on the Property are fully paid for and are not subject to any conditional sales contracts, chattel mortgages, or other security interests.

5. No persons are in possession of the Property except Sellers, and that there are no other leases, oral or written or other arrangements concerning the Property under which any person other than Seller has any possessory rights in the Property.

6. To the best of Sellers' knowledge and belief, there are no driveway agreements, overlaps, boundary lines in dispute, or unrecorded easements in regard to the Property nor are there any improvements from adjoining properties that encroach on the Property.

7. To the best of Sellers' knowledge and belief, the Property is not subject to any taxes or special assessments other than those shown as existing liens by the public records.

8. To the best of Sellers' knowledge and belief, there are no presently existing violations of any restrictions or easements of record affecting the Property.

9. There is no outstanding contract, unrecorded deed, mortgage, or other conveyance affecting the Property executed by Seller or to the knowledge of Sellers.

10. Except for the Village of Glenwood given it is the purchaser, neither Sellers nor his/her agents have received any notice from any other city, village, or other governmental authority of any violation of any applicable dwelling or building code or any other law or regulation.

11. Under penalty of perjury, Sellers declare that they have examined this Affidavit of Title and to the best of Seller's knowledge and belief it is true, correct, and complete.

Dated: \_\_\_\_\_, 20\_\_\_\_.

**SELLERS**

\_\_\_\_\_

**KERRY DURKIN**

\_\_\_\_\_

**GWEN DURKIN**

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kerry Durkin, personally known to me to be the same person whose name is subscribed to the foregoing Affidavit of Title appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal  
and sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gwen Durkin, personally known to me to be the same person whose name is subscribed to the foregoing Affidavit of Title appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal  
and sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public