

## EXHIBIT C

### MODEL DEED RESTRICTION

Instructions: Exhibit C is the Metropolitan Water Reclamation MWRDGC's Model Deed Restriction for properties acquired under the MWRDGC's Flood-Prone Property Acquisition Program. The deed conveying the property shall reference and incorporate Exhibit C (or equivalent name) as set out below. Any variation from this Model Deed Restriction must be approved by the MWRDGC's General Counsel. The exhibit below shall be attached to the deed when recorded.

#### **Exhibit C**

WHEREAS, the Metropolitan Water Reclamation MWRDGC of Greater Chicago ("MWRDGC"), as authorized by the Metropolitan Water Reclamation District Act (70 ILCS 2605/1 *et seq.*), administers a Flood-Prone Property Acquisition Program ("Program");

WHEREAS, the Program provides a process for units of local government to apply to the MWRDGC for funds to assist in acquiring interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of such property as open space in perpetuity for the conservation of natural floodplain functions;

WHEREAS, the [PARTNERING AGENCY] ("[PARTNER ABBR.]"), acting through the [PARTNER AUTHORIZING BODY], has applied for, and has been awarded, MWRDGC funds, pursuant to an Intergovernmental Agreement with the MWRDGC for [PROJECT NAME] ("Intergovernmental Agreement") to carry out the Project described therein;

WHEREAS, the terms of the Program require that the [PARTNER ABBR.] agree to conditions that restrict the use of the land to public open space in perpetuity;

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

1. Terms. Pursuant to the terms of the Intergovernmental Agreement by and between the [PARTNER ABBR.] and the MWRDGC, the following conditions and restrictions shall apply in perpetuity to the parcel described in the attached deed (the "Parcel(s)") and acquired by the [PARTNER ABBR.] (the "[PARTNER ABBR.]") for open space:
  - a. Compatible uses. The Parcel shall be dedicated and maintained in perpetuity as open space for the preservation and conservation of natural floodplain functions. Such uses may include, but are not necessarily limited to: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with the Project.

- b. Structures. No new structures or improvements shall be erected on the Parcel other than:
  - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
  - ii. A public rest room; or
  - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1(a), above.

Any improvements on the Parcel shall be in accordance with proper floodplain management policies and practices. Structures built on the Parcel according to paragraph (b) of this section shall be floodproofed or elevated to at least the base flood level plus one foot of freeboard, or greater, if required by the Federal Emergency Management Agency (“FEMA”), the MWRDGC, or if required by any State, Tribal, County or local ordinance, and in accordance with criteria established by the FEMA Administrator.

- c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Parcel, nor may any application for such assistance be made to any Federal entity or source.
  - d. Transfer/Sale. Any subsequent transfer or sale of the Parcel, by the [PARTNER ABBR.] or one of its successors in interest, must comply with this deed restriction. For any proposed transfer or sale, the MWRDGC must give prior written approval, in accordance with the following requirements:
    - i. The [PARTNER ABBR.], or any successor in interest, may convey a property interest to the United States or any agency of the federal government, an agency of the State, or to a unit of local government. Conveyance of any property interest must reference and incorporate this original deed restriction, and it must incorporate a provision for the property interest to revert to the [PARTNER ABBR.] in the event that the transferee ceases to exist or loses its eligible status.
    - ii. The request by the [PARTNER ABBR.], or any successor in interest, to transfer or sell the Parcel must include a signed statement from the proposed transferee in which it acknowledges and agrees to be bound by the terms of this deed restriction.
2. Inspection. The MWRDGC, its representatives and assigns shall have the right to enter upon the Parcel, at reasonable times and with reasonable notice, for the

purpose of inspecting the Parcel to ensure compliance with the terms of this deed restriction, the Parcel conveyance and the terms of the Intergovernmental Agreement.

3. Monitoring and Reporting. Every three years on July 1, beginning in 2024 the [PARTNER ABBR.], in coordination with any current successor in interest, shall submit to the MWRDGC a report certifying that the [PARTNER ABBR.] has inspected the Parcel within the month preceding the report, and that the Parcel continues to be maintained consistent with the Intergovernmental Agreement.
4. Enforcement. The [PARTNER ABBR.] and its respective representatives, successors and assigns, is responsible for taking measures to bring the Parcel back into compliance if the Parcel is not maintained according with the terms of this deed restriction. The relative rights and responsibilities of the [PARTNER ABBR.] and subsequent holders of the property interest at the time of enforcement (collectively, the “Successor in Interest”), shall include the following:
  - a. The [PARTNER ABBR.] shall notify the Successor in Interest in writing of any violations and advise them that they have 60 days to correct the violations.
    - i. If the Successor in Interest fails to demonstrate a good faith effort to come into compliance with the terms of the Intergovernmental Agreement within the 60-day period, the [PARTNER ABBR.] shall enforce the terms of the Intergovernmental Agreement by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
    - ii. The MWRDGC, its representatives, and assignees may enforce the terms of the deed restriction by taking any measures it deems appropriate, including but not limited to one or more of the following:
      - a) Requiring transfer of title back to the [PARTNER ABBR.] as required in 1(d)(i). The Successor in Interest or the current holder of the property interest shall bear the costs of bringing the Parcel back into compliance with the terms of the Intergovernmental Agreement; or
      - b) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the [PARTNER ABBR.] and its

respective successors. The [PARTNER ABBR.] or its respective successor shall pay all reasonable attorneys' fees.

5. Perpetual/Permanent Easement in favor of the MWRDGC. The [PARTNER ABBR.], or any Successor in Interest, acknowledges that in the future, the MWRDGC may require use of the purchased Parcel for the purpose of constructing a flood control or sewer project, including, but not limited to, reservoirs, floodwalls, levees, bio-retention systems, porous pavement, bioswales, constructed wetlands, underground storage, and conveyance improvements. To that end, this deed restriction, which is applicable to the [PARTNER ABBR.] and any Successor in Interest, shall constitute a perpetual and permanent easement in favor of the MWRDGC for any and each of the above-referenced items contained herein.