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Doc#: 0917418065 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/23/2009 03:30 PM Pg: 1 of 5

QUITCLAIM DEED (VACANT LAND)

(The Above Space For Recorder's Use Only)

Grantor, the **CITY OF CHICAGO**, an Illinois municipal corporation located at 121 North LaSalle Street, Chicago, Illinois 60602 ("Grantor"), for and in consideration of Ten and no/100 Dollars (\$10.00) conveys and quitclaims, pursuant to ordinance adopted on April 22, 2009 and published in the Journal of Proceedings of the City Council for such date at pages 58433 through 58465, to **JH WEST, L.L.C.**, an Illinois limited liability company licensed to do business in Illinois ("Grantee"), whose address is 1350 West Madison, Chicago, Illinois 60607, all interest and title of Grantor in the real property legally described on **Exhibit A** attached hereto and made a part hereof (the "Property"). Without limiting the quitclaim nature of this deed ("Deed"), such conveyance shall be subject to:

- (a) the Redevelopment Plan for the Redevelopment Area;
- (b) that certain Agreement for the Sale and Redevelopment of Land dated June 17, 2009 (the "RDA"), between Grantor and Grantee;
- (c) the Grantor's reversionary interests in the Property and any improvements thereon subject to the terms of the RDA;
- (d) the standard exceptions in an ALTA title insurance policy;
- (e) general real estate taxes and any special assessments or other taxes;
- (f) all easements, encroachments, covenants and restrictions of record and not shown of record that will not adversely affect the use of the Property for the development of the Project;
- (g) such other title defects as may exist that will not adversely affect the use of the Property for the development of the Project; and

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(h) any and all exceptions caused by the acts of the Grantee or its agents.

Further, this quitclaim deed is made and executed upon, and is subject to certain express conditions and covenants hereinafter contained, said conditions and covenants being a part of the consideration for the Property and are to be taken and construed as running with the land, which covenants and conditions are as follows:

FIRST: The Grantee shall commence and complete construction of the Project, as defined in the RDA, in accordance with the deadlines established in Section 11 of the RDA and subject to the adjustments permitted thereunder, and in accordance with the Site Plans (as defined in the RDA) and all laws and covenants and restrictions of record.

SECOND: Grantee shall: (a) devote the Property or any part thereof to a use that complies the Redevelopment Plan until the Redevelopment Plan expires; (b) provide thirty (30) free Learn To Skate classes and free facility time to Chicago Public Schools teams each quarter throughout the school year to local residents and schools, until the date the Redevelopment Plan expires; (c) agree that the City reserves the right to record the Deed of Reconveyance and revest title to the Property and improvements thereon in the City as more specifically provided in Sections 8.3, 13.3, and 18.C.4. of the RDA; (d) not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the City Land or any part thereof or the Project or any part thereof.

THIRD: Prior to the issuance of the Certificate of Completion, (as defined in the RDA), Grantee shall comply with the sale and transfer restrictions set forth in Section 14 of the RDA.

FOURTH: Prior to the issuance of the Certificate of Completion, Grantee shall comply with the encumbrance restrictions in Section 15 of the RDA.

The covenants provided in paragraphs FIRST, THIRD and FOURTH shall terminate upon the issuance of the Certificate of Completion for the Project. The covenants contained in subparagraphs (a) and (b) in paragraph SECOND shall terminate on the date the Redevelopment Plan expires. The covenants contained in subparagraph (c) in paragraph SECOND shall terminate at the City's issuance of the Certificate of Completion. The covenants contained in subparagraph (d) in paragraph SECOND shall have no termination date.

If an Event of Default (as defined in the RDA) occurs after the date of this Deed but prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 18 of the RDA, the Grantor may re-enter and take possession of the Property, terminate the estate conveyed to the Grantee, revest title to the Property in the City, and record the Deed of Reconveyance; provided, however, the revesting title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by the RDA.

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IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto duly affixed and attested, by the Mayor and by the City Clerk, on or as of the 17th day of June, 2009.

CITY OF CHICAGO, a municipal corporation

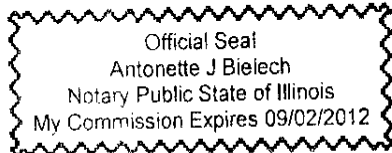
By: Richard M. Daley
RICHARD M. DALEY, Mayor

ATTEST:
Miguel del Valle
Miguel del Valle, City Clerk

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that Miguel del Valle, City Clerk, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that by his signature, as City Clerk of the City of Chicago he attested to the signature, seal and delivery of said instrument as his free and voluntary act, and as the free and voluntary act of the City of Chicago, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of June, 2009.



Antonette J. Bielech
NOTARY PUBLIC

This instrument was prepared by:

Karen Bielarz
Senior Counsel
City of Chicago
Department of Law
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
312-744-6910

After recording, please mail to:

THIS TRANSFER IS EXEMPT PURSUANT TO THE PROVISIONS OF THE REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); SECTION 3-33-060(B) OF THE CHICAGO TRANSACTION TAX ORDINANCE; AND COOK COUNTY ORDINANCE NO. 93-0-27(B).

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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

That part of the Subdivision of Lots 26 to 39, inclusive, of Pollock's Subdivision of 4 acres in the South Half of the Southeast Quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, and Lots 3 to 6, inclusive of Half Acre in said Southeast Quarter, and also Lots 66 and 67 and the West 8 feet of Lot 65 and 68 in said Southeast Quarter, and also Lots 66 and 67 and the West 8 feet of Lot 65 and 68 in C.G.E. Prussings Subdivision of Southwest Block of 33.81 acres in the South Half of the Southeast Quarter of said Section 12, described as follows:

Beginning at the Southwest corner of said Subdivision; thence North 90 degrees 00 minutes 00 seconds West along the South line of said Subdivision 201.64 feet; thence North 0 degrees 16 minutes 29 seconds West 126.09 feet to the South line of a vacated East-West alley; thence South 89 degrees 58 minutes 17 seconds East along the South line of a vacated alley 201.65 feet to the East line of said Subdivision; thence South 0 degrees 16 minutes 08 seconds East along the East line of said Subdivision 125.99 feet to the Point of Beginning, in Cook County, Illinois.

Parcel 2:

Lots 69 through 73, both included, and the West 2.00 feet of Lot 74, in C.G.E. Prussings Subdivision of Southwest Block 1 of 33.81 acres in the South Half of the Southeast Quarter of Section 12, Township 39 North, Range 13 of the Third Principal Meridian, in Cook County, Illinois.

Note: The vacated alley referenced in this legal description is not conveyed herewith.

Commonly known and numbered as: 2536 - 68 West Madison Street
Chicago, Illinois 60607

Permanent Index Numbers: 16-12-427-007-0000 (partial)
16-12-427-049-0000
16-12-427-050-0000
16-12-427-064-0000

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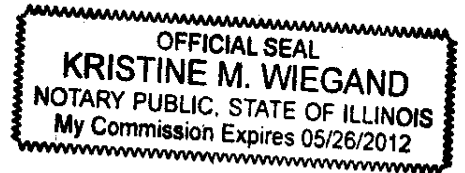
STATEMENT BY GRANTOR AND GRANTEE

The **Grantor** or his agent affirms that, to the best of his knowledge, the name of the **Grantee** shown on the Deed of Assignment of Beneficial Interest in land trust is either a. natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated JUNE 17, 2009

Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me
By the said LUCAS Kmiec
This 23rd day of JUNE, 2009.
Notary Public [Signature]

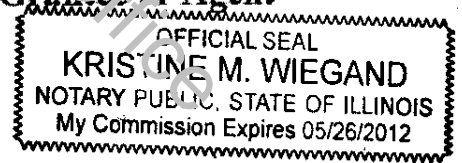


The **Grantee** or his Agent affirms and verifies that the name of the **Grantee** shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Date JUNE 17, 2009

Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me
By the said LUCAS Kmiec
This 23rd day of JUNE, 2009.
Notary Public [Signature]



Note: Any person who knowingly submits a false statement concerning the identity of Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to Deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)