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FIRST AMENDMENT TO DEED RESTRICTIONS



1801945022

Doc# 1801945022 Fee \$48.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/19/2018 11:46 AM PG: 1 OF 6

THIS **FIRST AMENDMENT TO DEED RESTRICTIONS** ("**First Amendment**") is made on this ___ day of January, 2018, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("**City**"), acting by and through its Department of Planning and Development ("**Department**"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and **LAWDALE CHRISTIAN HEALTH CENTER**, an Illinois not-for-profit corporation ("**Owner**").

RECITALS

WHEREAS, pursuant to an ordinance adopted by the City Council of the City ("**City Council**") on January 21, 2015, and published at pages 101800 through 101803 in the Journal of the Proceedings of the City Council ("**Journal**") of such date, the City conveyed the real property located at 3739 West Ogden Avenue, as legally described on Exhibit A attached hereto (the "**Property**"), to Owner for Twenty-Eight Thousand and No/100 Dollars (\$28,000) for the construction of a parking lot; and

WHEREAS, the City transferred the Property by Quitclaim Deed dated May 21, 2015, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 21, 2015, as Document No. 1514113026 (the "**Deed**"); and

WHEREAS, the Deed required the Owner to build a parking lot on the Property within twelve (12) months from the date of the Deed and imposed certain additional conditions and restrictions running with the land (collectively, the "**Deed Restrictions**"); and

WHEREAS, a parking lot has not been constructed on the Property as required; and

WHEREAS, the Owner wishes to expand its facilities, and has asked the City to amend the Deed Restrictions to allow construction of a building to serve as a senior center on the Property instead of a parking lot; and

WHEREAS, the City Council, pursuant to an ordinance adopted on September 6, 2017, and published at pages 54849 through 54855 in the Journal of such date, authorized the execution of this First Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants

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and agreements of the parties, the parties agree as follows:

1. The foregoing recitals constitute an integral part of this First Amendment and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties. Capitalized terms not otherwise defined herein shall have the same meanings given to said terms in the Deed.

2. The second paragraph of the Deed is hereby deleted in its entirety and the following is substituted in lieu thereof:

This conveyance is subject to the express condition that, within two years of the date of this deed, as amended, which date can be extended for an additional year with the written consent of the Commissioner of the Department of Planning and Development, the Property shall be improved with a building that provides services to seniors, in accordance with plans and specifications approved by the Grantor. In the event that this condition is not met, the Grantor may re-enter the Property and re-vest title in the Grantor. Grantee, at the request of Grantor, covenants to execute and deliver to the Grantor a reconveyance deed to the Property to further evidence such re-vesting of title. This right of reverter and re-entry in favor of the Grantor will terminate upon the issuance and recordation of a certificate of completion, release or similar instrument by the Grantor.

3. Immediately following the second paragraph of the Deed, a new paragraph is added as follows:

Grantee acknowledges and agrees that the environmental assessment of the Property disclosed the presence of contaminants exceeding residential remediation objectives as set forth in 35 Ill. Adm. Code Part 742 ("Residential Remediation Objectives"). As a result of these exceedances, and in consideration of Grantor's agreement to execute this First Amendment to Deed Restrictions, Grantee covenants and agrees to enroll the Property in the Site Remediation Program ("SRP") administered by the Illinois Environmental Protection Agency ("IEPA"), and to obtain a Remedial Action Plan approval letter ("RAP Approval Letter") from the IEPA for the Property. Grantee acknowledges and agrees that it may not commence construction on the Property until the IEPA issues, and Grantor approves, the RAP Approval Letter.

Upon receipt of the RAP Approval Letter, Grantee covenants and agrees to complete all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities (collectively, "Remediation Work") necessary to obtain a final comprehensive No Further Remediation letter from the IEPA approving the use of the Property for the construction, development and operation of the senior center (the "Final NFR Letter"). The Final NFR Letter shall state that the Property meets Residential Remediation Objectives. Grantor shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, including without limitation, the Comprehensive Site Investigation Report, the Remedial Objectives Report and the Remedial Action Plan, as amended or supplemented from time to time, and Grantee's estimate of the cost to perform the Remediation Work. Grantee shall cooperate and consult with Grantor at all relevant times (and

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in all cases upon Grantor's request) with respect to environmental matters affecting the Property. Grantee shall bear sole responsibility for all aspects of the Remediation Work, including without limitation, (i) the removal and closure of any underground storage tanks ("USTs") in, on or under the Property in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175 and (with respect to leaking USTs) 35 Ill. Adm. Code Part 734, (ii) the removal of pre-existing building foundations, (iii) the removal of soil exceeding Residential Remediation Objectives, (iv) the removal of demolition debris, and (v) the removal or treatment of any hazardous substance or petroleum products. Grantee shall bear sole responsibility for all costs of the Remediation Work necessary to obtain a Final NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property. The Final NFR Letter may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA. Grantee shall promptly transmit to Grantor copies of all environmental studies, reports, field data, correspondence and other documents prepared by or for Grantee (or otherwise obtained by Grantee) with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. Grantee acknowledges and agrees that Grantor will not permit occupancy of the senior center until the IEPA has issued, and Grantor has approved, a Final NFR Letter for the Property, which approval shall not be unreasonably withheld.

Grantee shall record the Final NFR Letter with the Cook County Recorder of Deeds and shall abide by the terms and conditions of the Final NFR letter.

4. Except as otherwise provided in this First Amendment, the terms and conditions of the Deed remain in full force and effect.

(Signature Page Follows)

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IN WITNESS WHEREOF, this First Amendment to Deed Restrictions has been signed as of the date first written above.

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By: _____
David Reifman
Commissioner of Planning and Development

LAWNDALE CHRISTIAN HEALTH CENTER, an Illinois not-for-profit corporation

By: _____

Name: Bruce E Miller

Title: CEO

THIS INSTRUMENT WAS PREPARED BY, AND AFTER RECORDING, PLEASE RETURN TO:

Lisa Misher
City of Chicago Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
(312) 742-3932

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

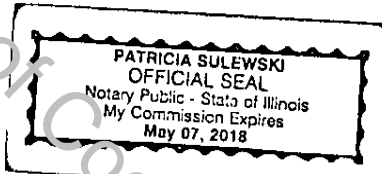
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David Reifman, the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation ("City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City as his free and voluntary act and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on January 10th, 2018.

Patricia Sulewski

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

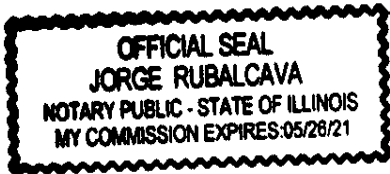


I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rafael Mungu, the CEO of Lawndale Christian Health Center, an Illinois not-for-profit corporation (the "Corporation"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by the Corporation, as his free and voluntary act and as the free and voluntary act and deed of the Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal on January 3rd, 2018.

[Signature]

Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 AND 2 IN THE RESUBDIVISION OF BLOCK 4 IN MILLARD AND DECKER'S ADDITION TO CHICAGO, A SUBDIVISION OF THAT PART IN THE EAST ½ OF THE SOUTHWEST ¼ LYING SOUTH OF OGDEN AVENUE IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 3739 WEST OGDEN AVENUE
CHICAGO, ILLINOIS 60623

PIN: 16-23-324-006-0000

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