


# UNOFFICIAL COPY

## QUITCLAIM DEED (Vacant Land)

 *1905317084*
Doc# 1905317084 Fee \$50.00
AFFIDAVIT FEE: \$2.00
EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 02/22/2019 03:18 PM PG: 1 OF 7

(The Above Space for Recorder's Use Only)

The **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of local government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City"), for and in consideration of One Dollar (\$1.00) (the "Purchase Price"), conveys and quitclaims to **CORRY WILLIAMS**, an individual, whose principal place of business is 345 North Kedzie Avenue, Chicago, Illinois 60612 ("Grantee"), all interest and title of the City in the real property legally described and identified on Exhibit A attached hereto (the "Property"), pursuant to an ordinance adopted by the City Council of the City on December 12, 2018, and published at pages 92171 through 92180 in the Journal of the Proceedings of the City Council of such date.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents. In addition, this conveyance is subject to the following express conditions and covenants which are a part of the consideration for the Property and which are to be taken and construed as running with the land and binding on Grantee and Grantee's successors and assigns:

**FIRST.** Grantee shall operate the Property as an art gallery, sculpture garden or cultural events space. Grantee may not use the Property for any other purpose without the prior written consent of the Commissioner of the City of Chicago Department of Planning and Development (the "Department"), or any successor department thereto, which consent shall be in the Department's sole discretion. This covenant shall be in full force and effect for a period of twenty (20) years from the date of this deed.

**SECOND.** Grantee may not, without the prior written consent of the Department, which consent shall be in the Department's sole discretion, engage in any financing or other transaction



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which would create an encumbrance or lien on the Property. This covenant shall be in full force and effect for a period of twenty (20) years from the date of this deed.

**THIRD.** Grantee shall 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 Property or any part thereof. This covenant shall have no limitation as to time.

**FOURTH.** Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property, in its "as is," "where is" and "with all faults" condition without any covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Grantee, on behalf of itself and its successors and assigns, shall release, relinquish and forever discharge the City and its officers, employees, agencies, departments and officials, from and against any and all claims, causes of action, demands, legal or administrative proceedings, losses, damages, liabilities, judgments, amounts paid in settlement, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the structural, physical or environmental condition of the Property. This covenant shall have no limitation as to time.

**FIFTH.** Grantee acknowledges that the environmental assessment of the Property identified contamination above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, and that Grantee enrolled the Property in the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program ("SRP"). Grantee shall take all necessary and proper steps to obtain a Remedial Action Plan approval letter from the IEPA ("RAP Approval Letter") for the Property. Grantee acknowledges and agrees that it may not commence work on the Property until the IEPA issues, and the City's Department of Fleet and Facility Management ("2FM") approves, the RAP Approval Letter for the Property. Upon receipt of the RAP Approval Letter for the Property, Grantee covenants and agrees to diligently complete all remediation work necessary to obtain a final "No Further Remediation" letter ("NFR Letter") from the IEPA for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time. Grantee shall cooperate and consult with 2FM at all relevant times (and in all cases upon 2FM's request) with respect to environmental matters. Grantee shall bear sole responsibility for all aspects of the remediation work including, but not limited to, the removal and closure of any underground storage tanks. Grantee shall promptly transmit to the City copies of all documents prepared or received 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 the City will not issue a Certificate of Occupancy for the Property until the IEPA has issued, the City has approved, and Grantee has recorded with the Cook County Recorder of Deeds, a Final NFR Letter for the Property (the "NFR Approval and Recording Requirement"). This covenant shall expire upon the satisfaction of the NFR Approval and Recording Requirement.

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**SIXTH.** Grantee shall comply with all land use restrictions, institutional controls and other terms and conditions contained in the Final NFR Letter. This covenant shall terminate in accordance with the terms of the Final NFR Letter.

If Grantee violates, breaches or fails to comply with any of the foregoing covenants and conditions, Grantee shall have thirty (30) days after written notice of default from Grantor to cure the default, or such longer period as shall be reasonably necessary to cure such default provided Grantee promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Property or to persons using the Property). If the default is not cured in the time period provided for herein, Grantor may exercise any and all rights and remedies available to it at law or in equity, including but not limited to, the right to reenter and take possession of the Property, terminate the estate conveyed to Grantee, and revert title to the Property in Grantor (the "Right of Reverter"); provided, however, Grantor's Right of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by the Department. Grantee, at Grantor's request, has executed and delivered to the City a reconveyance deed to the Property to further evidence such vesting of title, and Grantee shall be responsible for all real estate taxes and assessments which accrued during the period the Property was owned by Grantee and shall cause the release of all liens and encumbrances placed on the Property (except those permitted by the Department) during the period of time the Property was owned by Grantee. Grantee shall pay Grantor's legal fees incurred in enforcing Grantee's obligations under these covenants.

[Signature Page Follows]

## REAL ESTATE TRANSFER TAX

22-Feb-2019



<b>CHICAGO:</b>	0.00
<b>CTA:</b>	0.00
<b>TOTAL:</b>	0.00 *

16-12-300-004-0000 | 20190201606035 | 1-477-346-720

\* Total does not include any applicable penalty or interest due.

## REAL ESTATE TRANSFER TAX

22-Feb-2019



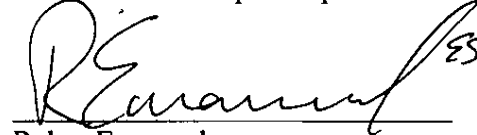
<b>COUNTY:</b>	0.00
<b>ILLINOIS:</b>	0.00
<b>TOTAL:</b>	0.00

16-12-300-004-0000 | 20190201606035 | 1-744-742-816

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IN WITNESS WHEREOF, the City of Chicago has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto affixed, by the Mayor and City Clerk, on or as of the 22<sup>nd</sup> day of February, 2019.

CITY OF CHICAGO,  
an Illinois municipal corporation



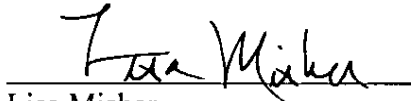
Rahm Emanuel,  
Mayor

ATTEST:



Andrea M. Valencia,  
City Clerk

Approved as to form (except for legal description):



Lisa Misher,  
Deputy Corporation Counsel

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 MUNICIPAL CODE OF CHICAGO (CHICAGO REAL PROPERTY TRANSFER TAX ORDINANCE); AND SECTION 6 (B) OF THE COOK COUNTY REAL PROPERTY TAX ORDINANCE.

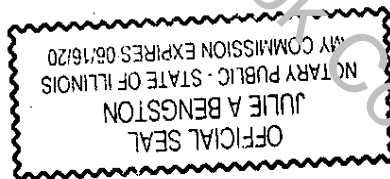
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STATE OF ILLINOIS       )  
   ) SS.  
 COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edward N. Siskel, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Rahm Emanuel, Mayor, and Andrea M. Valencia, City Clerk of the City, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as said Corporation Counsel and said City Clerk, respectively, each person signed and delivered the said instrument and caused the corporate seal of said City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22<sup>nd</sup> day of February, 2019.

Julie A Bengston  
 NOTARY PUBLIC



THIS INSTRUMENT WAS PREPARED BY:  
 Marcus Martinez  
 Department of Law, Real Estate Division  
 121 North LaSalle Street, Suite 600  
 Chicago, Illinois 60602  
 312-742-8412

MAIL DEED AND TAX BILLS TO:  
 Corry Williams  
 345 North Kedzie Avenue  
 Chicago, Illinois 60612

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## EXHIBIT A

### LEGAL DESCRIPTION

#### (SUBJECT TO FINAL COMMITMENT AND SURVEY)

LOT 28 IN HINDS' SUBDIVISION OF BLOCK 7 IN LEE'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 341 North Kedzie Avenue  
Chicago, Illinois 60612

PROPERTY INDEX NUMBER: 16-12-300-005

LOT 27 IN HINDS' SUBDIVISION OF BLOCK 7 IN LEE'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 343 North Kedzie Avenue  
Chicago, Illinois 60612

PROPERTY INDEX NUMBER: 16-12-300-004

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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 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.

City of Chicago,  
by one of its attorneys:

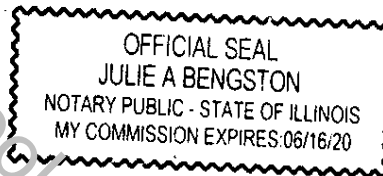
Dated 2/20, 2019

Signature

Marcus Martinez  
Marcus Martinez  
Assistant Corporation Counsel

Subscribed and sworn to before me  
this 20<sup>th</sup> day of February, 2019

Julie A Bengston  
Notary Public



Grantee or his agent affirms that the name of 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 authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

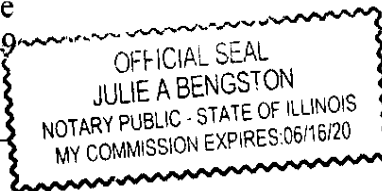
Dated 2-22, 2019

Signature

[Signature]  
Grantee or Agent

Subscribed and sworn to before me  
this 22 day of February, 2019

Julie A Bengston  
Notary Public



Note: Any person who knowingly submits a false statement concerning the identity of a 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)