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Doc#: 2201425177 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/14/2022 04:00 PM Pg: 1 of 9

Dec ID 20220101694119
ST/CO Stamp 0-882-620-048
City Stamp 0-528-201-360

QUITCLAIM DEED (Vacant Land)

FIRST AMERICAN TITLE
FILE # AF107433

(The Above Space for Recorder's Use Only)

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); COOK COUNTY ORDINANCE NO. 93-0-27(B); AND THE CHICAGO REAL PROPERTY TRANSFER TAX, MUNICIPAL CODE SECTION 3-33-060(B). *1/13/22/BC*

GRANTOR, CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government (the "Grantor" or "City"), for the consideration of Fifty Thousand and No/Dollars (\$50,000.00) conveys and quitclaims all interest in the real property legally described and identified on Exhibit 1 attached hereto ("Property"), pursuant to Ordinance adopted by the City Council of the City ("City Council") on July 21, 2021, and published in the Journal of Proceedings of the City Council for such date at pages 32916 through 32933, to **INNER-CITY MUSLIM ACTION NETWORK ("Grantee")**, an Illinois not-for-profit corporation, with a principal business address of 2744 W. 63rd Street, Chicago, Illinois 60629.

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 expressly subject to the following 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: That certain Phase II Environmental Site Assessment dated March 26, 2021, identified contamination above industrial/commercial remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, and the Grantee must install an engineered barrier, approved by the City, on the entire Property.

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The Grantee acknowledges and agrees that the City will not permit occupancy of the Property until the City has approved (which approval shall not be unreasonably withheld), in writing, the concrete engineer barrier that Grantee caused to be installed on entire Property, except for areas proposed for raised planters.

The concrete engineered barrier must be maintained and regularly inspected for any surface cracks or damage which must be repaired immediately or access to the area must be prohibited.

Raised landscape planters must have a geotextile membrane overlain by a minimum of 18-inches of clean soil (meeting TACO Tier 1 criteria). Retaining walls shall be installed around the clean soil to maintain the soil depth and placement.

Prior to the date of this deed, the Grantee hired a consulting company to conduct a ground penetrating radar ("GPR") survey of the Property, pursuant to a right of entry issued by the City's Department of Assets, Information and Services ("AIS"), in an effort to identify potential underground storage tanks ("USTs"). The GPR survey disclosed [check applicable]:

_____ No anomalies were found during the GPR survey.

_____ Anomalies were found during the GPR survey and must be investigated (by the Grantee's consultant) and a determination must be made if the anomaly is a UST. Promptly following the City's conveyance of the Property to the Grantee, the Grantee must remove and close any potential USTs identified in accordance with applicable regulations including Title 41 of IAC Part 175 and the prior approval of AIS. Any identified leaking USTs must be properly remediated in accordance with 35 IAC Part 734 and the prior written approval of AIS. This may include obtaining a No Further Remediation letter from the Illinois Environmental Protection Agency ("IEPA") for the leaking UST.

Should the use of the Property change from commercial to residential, the Grantee covenants, on behalf of itself and its successors and assigns, to complete all "Remediation Work" to obtain a Final Comprehensive Residential No Further Remediation Letter.

For purposes of this covenant **FIRST**:

"Environmental Laws" means all Laws (as defined below) relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Water Pollution

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Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the common law, including, without limitation, trespass and nuisance.

"Laws" means any and all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

"Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to comply with the terms and conditions of the Remedial Action Plan approved by the City, and all applicable Laws, including, without limitation, all applicable Environmental Laws.

SECOND: The City makes no 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. The Grantee acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Property and accepts the risk that any inspection may not disclose all material matters affecting the Property. The Grantee hereby accepts the Property in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition, with all faults and defects, latent or otherwise, and the City has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to the Grantee, with respect to the structural, physical or environmental condition of the value of the Property, its compliance with any statute, ordinance or regulation, or its habitability, suitability, merchantability or fitness for any purpose whatsoever. The Grantee acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Grantee agrees that it is its sole responsibility and obligation to perform at its expense any environmental remediation work and take such other action as is necessary to put the Property (or any portion thereof) in a condition which is suitable for its intended use.

Grantee acknowledges and agrees that City is not liable for, or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Property (or any portion thereof) made or furnished by any real estate agent, broker, employee, or other person representing or purporting to represent the

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City, including, without limitation, with respect to the physical condition, size, zoning, income potential, expenses or operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof.

THIRD: The Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (collectively, the "Grantee Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all Losses which the Grantee ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this deed, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Materials, or threatened release, emission or discharge of Hazardous Materials; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Materials in, on, under or about the Property or the migration of Hazardous Materials from or to other Property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"); provided, however, the foregoing release shall not apply to the extent such Losses are proximately caused by the gross negligence or willful misconduct of the City following the date of this deed. Furthermore, the Grantee shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnified Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Grantee Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims, except as provided in the immediately preceding sentence for the City's gross negligence or willful misconduct following the date of this deed. The Grantee Parties waive their rights of contribution and subrogation against the Indemnified Parties.

This covenant of release numbered **THIRD** shall run with the Property, and shall be binding upon all successors and assigns of the Grantee with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Grantee following the date of this deed. The Grantee acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to convey the Property, and that, but for such release, the City would not have agreed to convey the Property to the Grantee. It is expressly agreed and understood by and between the Grantee and the City that, should any future obligation of the

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Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, the Grantee and any of the Grantee Parties shall not assert that those obligations must be satisfied in whole or in part by the City, because this covenant numbered **THIRD** contains a full, complete and final release of all such claims, except as provided in such covenant for the City's gross negligence or willful misconduct following the date of this deed.

FOURTH: 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.

FIFTH: Grantee acknowledges that if Grantee (or its successors or assigns) develops the Property with a "residential housing project," as that term is defined in Section 2-44-080 of the Municipal Code of Chicago (the "Affordable Requirements Ordinance"), Grantee (or its successors or assigns) shall be obligated to comply with the Affordable Requirements Ordinance.

[SIGNATURE PAGE FOLLOWS]

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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 affixed, by its Mayor and City Clerk, on or as of the 12th day of January, 2021.

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

By: Lori E. Lightfoot CM
Lori E. Lightfoot, Mayor

ATTEST:

Andrea M. Valencia
Andrea M. Valencia, City Clerk

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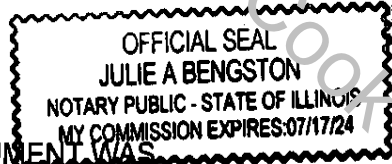
STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Celia Meza, 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 Lori E. Lightfoot, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people 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 Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the 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 the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on January 12, 2021.



Julie A. Bengston
Notary Public

THIS INSTRUMENT WAS
PREPARED BY:

City of Chicago
Department of Law
Real Estate Division
121 North LaSalle Street, 600
Chicago, Illinois 60602

MAIL DEED AND SUBSEQUENT TAX BILLS
TO:

Inner-City Muslim Action Network
2744 W. 6th Street
Chicago, Illinois 60629
Attn: Executive Director

EXEMPT UNDER PROVISIONS OF PARAGRAPH B SECTION 4
REAL ESTATE TRANSFER TAX ACT.
1/13/21 Julie A. Bengston
DATE BUYER, SELLER, OR REPRESENTATIVE

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(sub) EXHIBIT 1 to Deed

Legal Description

LOTS 1 AND 2 IN 63RD STREET CENTER AVENUE SUBDIVISION OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Addresses:

1201-1205 W. 63rd Street
Chicago, Illinois 60636

Property Index Number:

20-20-107-007-0000

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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 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.

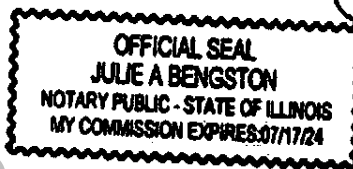
Dated January 12, 2022

Signature

Agent

Subscribed and sworn to before me
this 12 day of January, 2022

Julie A Bengston
Notary Public



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 authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated January 12, 2022

Signature

Grantee or Agent

Subscribed and sworn to before me
this 12 day of January, 2022

Huma Khan
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)