

UNOFFICIAL COPY



Doc# 2403610011 Fee \$88.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/05/2024 12:09 PM PG: 1 OF 7

QUITCLAIM DEED

(Vacant Land
Large Lot Program)

(The Above Space for Clerk'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).

THE CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("**City**" or "**Grantor**"), for and in consideration of One Dollar (\$1.00), conveys and quitclaims all right, title and interest in the real property legally described and identified on **Exhibit A** attached hereto ("**Property**"), pursuant to an ordinance adopted by the City Council of the City on January 23, 2019, to Victor Martin ("**Grantee**"), having a principal residence at 1712 W 89th Street, Chicago, Illinois 60620.

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 Grantee's agents.

In addition, this conveyance is subject to the following terms, covenants and conditions which are a part of the consideration for the Property and which shall run with the land and be binding upon and enforceable against the Grantee and the Grantee's heirs, transferees, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant to Own and Maintain Property for 5 Years.** The Property is being conveyed to Grantee under the City's "Large Lot Program," Chapter 2-157 of the Municipal Code of Chicago, and is subject to the express condition that Grantee shall (a) remain in title to the Property and (b) maintain the Property for a period of five (5) years commencing on the date of this Deed. Grantor shall have a right of reverter and may record a notice of default if Grantee fails to comply with this covenant.

UNOFFICIAL COPY

2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Assets, Information and Services (“**Bureau**”), has conducted a limited review (“**Limited Review**”) of certain City records and other information (“**Review Documents**”) in an effort to identify potential environmental concerns associated with the Property. Grantee acknowledges and agrees that Grantee has previously received a summary of the Bureau’s Limited Review, and that the City has made all Review Documents available to Grantee for inspection and copying upon request.
3. **Limited Nature of City’s Limited Review.** Grantee acknowledges and agrees that the City does not represent or warrant that the Bureau’s methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the Property are consistent with the Bureau’s summary of its Limited Review. Grantee acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the Property, and that the City’s review of the Review Documents was limited. Grantee acknowledges and agrees that the Bureau’s Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the Property, and that there may be other conditions, uses, and sources or types of contamination affecting the Property. Grantee acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the Property.
4. **Historic Contamination of Urban Land.** Grantee acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as (a) buried demolition debris containing lead-based paint or asbestos, (b) underground heating oil tanks, (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumina treatment facilities, and other commercial, industrial or manufacturing land uses, (d) illegal dumping, (e) nearby railroad operations, and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Grantee acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, “*Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils*,” EPA 542/F-10/011 (Spring 2011).
5. **“As Is,” “Where Is” and “With All Faults” Conveyance.** Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the Property and is relying solely upon Grantee’s own inspection and other due diligence activities that Grantee may have conducted in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. 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


UNOFFICIAL COPY



implied, of any kind, regarding the physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

6. **Release of City.** Grantee, on behalf of Grantee and Grantee’s heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the Property.

7. **Affordable Housing and Municipal Code Requirements.** Grantee acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the “Affordable Requirements Ordinance”), and therefore, that a future residential project on the Property may be subject to the requirements of the Affordable Requirements Ordinance. Grantee also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the Property and Grantee’s use, maintenance, and transfer of the Property.

(Signatures Appear on the Following Page)

REAL ESTATE TRANSFER TAX	22-Jan-2024
	
CHICAGO:	0.00
CTA:	0.00
TOTAL:	0.00
25-06-211-030-0000 20231101682941 0-307-934-256	

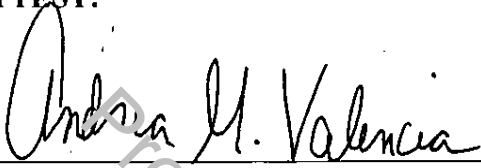
REAL ESTATE TRANSFER TAX	05-Feb-2024
 	
COUNTY:	0.00
ILLINOIS:	0.00
TOTAL:	0.00
25-06-211-039-0000 20231101682941 1-064-000-560	

UNOFFICIAL COPY

Signature page for Large Lot Program land sale authorized on January 23, 2019.
City Parcel: 25-06-211-039 1710 W. 89TH

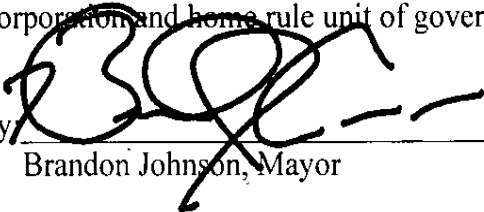
IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of September 28 2023.

ATTEST:



Andrea M. Valencia, City Clerk

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

By _____
Brandon Johnson, Mayor

Property of Cook County Clerk's Office

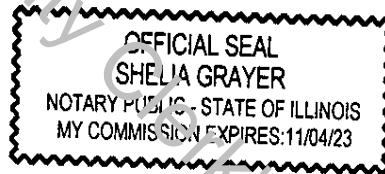
UNOFFICIAL COPY

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 Brandon Johnson, personally known to me to be the Mayor of the City of Chicago, an Illinois municipal corporation (the "City") 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 said Mayor 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 SEPT. 28, 2023.

Shelia Grayer
Notary Public



THIS INSTRUMENT WAS PREPARED BY:

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

MAIL DEED AND TAX BILLS TO:

Victor Martin
1712 West 89th Street
Chicago, Illinois 60620

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

LOT 24 IN BLOCK 11 IN ENGLEWOOD HEIGHTS, BEING A RESUBDIVISION OF WRIGHT'S SUBDIVISION OF THE NORTH 1/2 OF THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE PITTSBURGH, CINCINNATI AND ST. LOUIS RAILROAD, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1710 West 89th Street
Chicago, Illinois 60620

PIN: 25-06-211-039-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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.

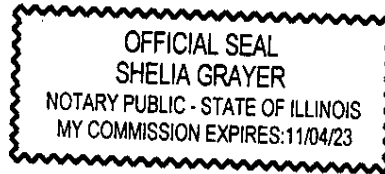
City of Chicago,
by its Department of Planning and Development:

Dated 9/28, 2023

Signature [Handwritten Signature]
Agent

Subscribed and sworn to before me
this 28th day of SEPT., 2023

Shelia Grayer
Notary Public



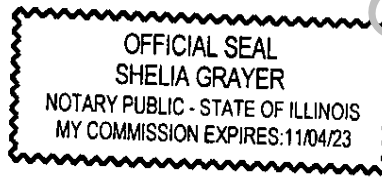
The grantee or his agent affirms that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership 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 9/28, 2023

Signature [Handwritten Signature]
Grantee or Agent

Subscribed and sworn to before me
this 28 day of SEPT., 2023

Shelia Grayer
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)