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QUITCLAIM DEED

Grantor, the CITY OF CHICAGO, an Illinois municipal corporation ("Grantor"), for and in consideration of FOUR HUNDRED FORTY FOUR THOUSAND FIVE HUNDRED FORTY SEVEN AND 48/100 DOLLARS (\$444,547.48) conveys and quitclaims, pursuant to ordinance adopted April 22, 1993 to Rush-Presbyterian St. Luke's Medical Center, an Illinois not-for-profit corporation, ("Grantee"), all interest and title of Grantor in the following described real property ("Property"):

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All that certain parcel or parcels of land located in the City of Chicago, County of Cook, State of Illinois, more particularly described as follows:

LOT 10 AND LOT 16 (EXCEPT THE EAST 6 FEET THEREOF) IN HENRY H. WALKER'S RESUBDIVISION OF BLOCK 17 IN SAMUEL F. SMITH'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 1 THROUGH 6 IN L. P. SANGER'S RESUBDIVISION OF LOTS 11 THROUGH 15 IN WALKER'S RESUBDIVISION OF BLOCK 17 IN S. F. SMITH'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 3, 4, 5, 6, 7 AND 8 IN ILETT AND HARTWELL'S RESUBDIVISION OF LOTS 1 TO 9 IN WALKER'S RESUBDIVISION OF BLOCK 17 OF S. F. SMITH'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 1, 3, 6, 8 AND 9 IN THE SUBDIVISION OF LOTS 5, 6, 7, 8 AND 9 OF BLOCK 1 OF ASHLAND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND OF A FRACTION IN THE SOUTHWEST CORNER OF THE

EXEMPT UNDER PROVISIONS OF PARAGRAPH b, Section 5, Real Estate Code.

EXEMPT UNDER PROVISIONS OF PARAGRAPH b, SECTION 5, REAL ESTATE CODE.

Karen K. Weir, Grant Coplanned

7/22/93

DATE BUYER, SELLER, REPRESENTATIVE

3900

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Carroll

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197777 TRAM 3349 07/26/93 13114:00 \$39.00
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COOK COUNTY RECORDER

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NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 1, 21 AND 22 IN BLOCK 1 IN ASHLAND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND OF A FRACTION IN THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

ALL THAT PART OF W. QUINCY STREET LYING SOUTH OF THE SOUTH LINE OF LOTS 10, 16, 17 AND 18 IN WALKER'S RESUBDIVISION OF BLOCK 17 IN S.F. SMITH'S SUBDIVISION OF THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

LYING SOUTH OF THE SOUTH LINE OF LOTS 3 TO 8, BOTH INCLUSIVE, IN ILETT AND HARTWELL'S RESUBDIVISION OF LOTS 1 TO 9 IN WALKER'S RESUBDIVISION OF BLOCK 17 AFOREMENTIONED; LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 6, BOTH INCLUSIVE, IN L. P. SANGER'S RESUBDIVISION OF LOTS 11 TO 15 INCLUSIVE IN WALKER'S RESUBDIVISION OF BLOCK 17 AFOREMENTIONED;

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LYING NORTH OF THE NORTH LINE OF LOTS 1, 13, 14, 17, 18, 21, 22, 24, 25 AND 26, LYING NORTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 TO THE NORTHWEST CORNER OF LOT 13 AND LYING NORTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 22 TO THE NORTHWEST CORNER OF LOT 24, ALL IN BLOCK 1 IN ASHLAND ADDITION TO CHICAGO BEING THE S.E. 1/4 OF THE N.E. 1/4 AND OF A FRACTION IN THE S. W. CORNER OF THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

LYING WESTERLY OF A LINE DRAWN FROM THE INTERSECTION OF THE SOUTH AND SOUTHEASTERLY LINES OF LOT 18 IN WALKER'S RESUBDIVISION OF BLOCK 17 AFOREMENTIONED TO THE NORTHEAST CORNER OF LOT 26 IN BLOCK 1 IN ASHLAND ADDITION TO CHICAGO AFOREMENTIONED; AND LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN BLOCK 1 IN ASHLAND ADDITION TO CHICAGO AFOREMENTIONED; THENCE NORTH 15 FEET; THENCE

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EAST PARALLEL TO THE NORTH LINE OF SAID LOT 1 TO THE INTERSECTION WITH THE SOUTHWARDLY EXTENSION OF THE WEST LINE OF LOT 3 IN WALKER'S RESUBDIVISION OF BLOCK 17 AFOREMENTIONED; THENCE, NORTH ON SAID SOUTHWARDLY EXTENSION OF THE WEST LINE OF LOT 3 AND TERMINATING AT THE SOUTHWEST CORNER OF SAID LOT 3;

ALSO

ALL THAT PART OF THE NORTH-SOUTH 15 FOOT PUBLIC ALLEY LYING EAST OF THE EAST LINE OF LOT 1; LYING WEST OF THE WEST LINE OF LOT 13; LYING NORTH OF THE EASTWARDLY EXTENSION OF THE SOUTH LINE OF LOT 1; AND LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 TO THE NORTHWEST CORNER OF LOT 13, ALL IN BLOCK 1 IN ASHLAND ADDITION TO CHICAGO AFOREMENTIONED;

ALSO

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ALL THAT PART OF THE NORTH-SOUTH 15 FOOT PUBLIC ALLEY LYING EAST OF THE EAST LINE OF LOT 22; LYING WEST OF THE WEST LINE OF LOT 24; LYING NORTHERLY OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 22 TO THE INTERSECTION OF THE WEST AND SOUTHWESTERLY LINES OF LOT 24; AND LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 22 TO THE NORTHWEST CORNER OF LOT 24, ALL IN BLOCK 1 IN ASHLAND ADDITION TO CHICAGO AFOREMENTIONED: SAID PART OF PUBLIC STREET HEREIN VACATED BEING FURTHER DESCRIBED AS THAT PART OF W. QUINCY STREET LYING BETWEEN S. WOOD STREET AND W. OGDEN AVENUE (EXCEPT THE NORTH 15.3 FEET OF THE WEST 49 FEET THEREOF); TOGETHER WITH THE NORTH 25 FEET OF THE FIRST NORTH-SOUTH 15 FOOT PUBLIC ALLEY EAST OF S. WOOD STREET AND ALL OF THE SECOND NORTH-SOUTH 15 FOOT PUBLIC ALLEY EAST OF S. WOOD STREET IN THE AREA BOUNDED BY W. ADAMS STREET, W. JACKSON BOULEVARD, W. OGDEN AVENUE AND S. WOOD STREET IN CHICAGO, ILLINOIS.

Containing 77,312.6 sq. ft.

Permanent Index Number(s):

17-18-220-003	17-18-220-015
17-18-220-004	17-18-220-016
17-18-220-005	17-18-221-001
17-18-220-006	17-18-221-005

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17-18-220-007
17-18-220-008
17-18-220-009
17-18-220-010
17-18-220-012
17-18-220-013
17-18-220-014

17-18-221-006
17-18-221-008
17-18-221-011
17-18-221-013
17-18-221-017
17-18-220-011

Further, this quitclaim deed is made and executed upon, and is subject to certain conditions and covenants being a part of the consideration for the Property and are to be taken and construed as running with the land, and Grantee hereby binds itself and its successors, assigns, grantees and lessees to these covenants and conditions which covenants and conditions are as follows: **93576831**

FIRST: Grantee shall devote the Property only to the uses authorized by Grantor and specified in the applicable provisions of that certain Redevelopment Plan entitled "Central West Redevelopment Plan" which was approved by the City Council of the City of Chicago pursuant to ordinance adopted June 25, 1969, including any amendments approved by the City Council prior to the date of this quitclaim deed.

SECOND: Grantee shall pay real estate taxes and assessments on the Property or any part thereof when due unless Grantee shall be diligently pursuing an exemption from the payment of real estate taxes based upon Grantee's ownership and use of the property and Grantee shall take steps to insure that the lien of any outstanding real estate taxes shall not be foreclosed or sold at any tax sale. Prior to the issuance by Grantor of a Certificate of Completion (as hereinafter defined), Grantee shall not encumber the Property, except to secure financing for the acquisition of the Property and construction of the improvements contemplated by that certain Agreement for the Sale and Redevelopment of Land entered

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into by Grantor and Grantee on July 6, 1993 ("Agreement"). Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the Property until Grantor issues a Certificate of Completion.

THIRD: Grantee shall promptly commence the construction of the initial phase (the "Initial Parking Lot") of an off-street surface parking facility of approximately 150,180 square feet on the Property the Initial Parking Lot shall cover an area of approximately 91,000 square feet ("Improvements") in accordance with those certain plans and specifications referred to as "Drawings" approved by Grantor and the terms of the Agreement and shall diligently proceed with the construction of the Improvements to completion; provided, that, in any event, construction of the initial phase of the Improvements shall commence within five months (5) from the date of this quitclaim deed and shall be completed by Grantee within eight months (8) from the date of this quitclaim deed.

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FOURTH: Until Grantor certifies in writing that the Improvements have been completed in accordance with the Drawings and consistent with the terms of the Agreement, Grantee shall have no right, to convey any right, title or interest in the Property except as permitted by the terms of this quitclaim deed. For purposes of this section, the term convey includes the assignment of a beneficial interest in a land trust. If the Property is acquired by a corporation, partnership or other legal entity, there shall be no transfer by any party owning a ten percent (10%) or more interest in said entity or any other significant change in the constitution of said entity until a Certificate of Completion is issued. To the extent that the provisions of this paragraph Fourth conflict with the provisions contained in Section 11 of the Agreement, the provisions of Section 11 shall govern. The Agreement was recorded with the Cook County Recorder of Deeds Office on 7-26, 1993 as document

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Nothing set forth herein in this covenant numbered FOURTH shall preclude any transfer to an affiliate or affiliates of Developer provided concurrently with such transfer or transfers such affiliate or affiliates of Developer shall agree in writing to the Commissioner to accept and perform Developer's obligations under this Agreement and shall file a written Disclosure of Ownership Interests with the Commissioner along with such written agreement. For the purpose of this Section 17, the term "Affiliate" or "Affiliates" shall mean:

a corporation, partnership, joint venture, association, business trust or similar entity organized for a not-for-profit or charitable purposes or any other such entity where the purpose or activities are undertaken in furtherance of Developer's not-for-profit or charitable purposes and (a) controls or is controlled, directly or indirectly, by Developer; or (b) a majority of the members of the Controlling Body (hereinafter defined) of which are the same as the Controlling Body of Developer or an Affiliate of Developer. For the purposes of this definition, "Controlling Body" means with respect to: (a) a corporation having stock, such corporation's board of directors and the owners, directly or indirectly, of more than 50 percent of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the corporation's directors (both of which groups shall be considered a Controlling Body); (b) a not-for-profit corporation not having stock, such corporation's members if the members have complete discretion to elect the corporation's directors, or the corporation's directors if the corporation's members do not have such discretion; and (c) any other entity, its governing board or body. For the purposes of this definition, all references to directors and members shall be deemed to include all entities performing the function of directors or members however denominated.

FIFTH: Grantee in accordance with Chapter 2-160 of the Chicago Municipal Code ("human rights ordinance") agrees for itself and any successor in interest not to discriminate based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability,

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sexual orientation or parental status in the sale, lease, rental or in the use or occupancy of the Property or any part thereof or of any improvements erected or to be erected thereon or any part thereof.

The covenants and agreements contained in the covenant numbered FIRST which pertain to the "Central West Redevelopment Plan" shall terminate on September 15, 2011. The covenants and agreements contained in covenants numbered SECOND, THIRD and FOURTH shall terminate on the date Grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered SECOND shall in no way be construed to release Grantee from its obligation to pay real estate taxes and assessments on the Property or any part thereof. The covenant numbered FIFTH shall remain in effect without any limitation as to time.

In the event that subsequent to the conveyance of the Property or any part thereof and prior to delivery of the Certificate of Completion by Grantor, Grantee defaults in or breaches any of the terms or conditions of the Agreement which have not been cured or remedied within the period and in the manner provided for in the Agreement, Grantor may re-enter and take possession of the Property and terminate the estate conveyed by this quitclaim deed, and such title, right and interest of Grantee, or any assigns or successors in interest, to and in the Property shall revert to Grantor. Said right of re-entry by Grantor shall terminate upon the issuance of a Certificate of Completion by Grantor.

Notwithstanding any of the provisions of this quitclaim deed, including but not limited to those which are intended to be covenants running with the land, the holder of any mortgage or trust deed or a holder who obtains title to the Property as a result of foreclosure of such mortgage or trust deed shall not be obligated by the provisions of this

93576831

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quitclaim deed to construct or complete the construction of the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in this quitclaim deed be construed to so obligate such holder. Nothing in this section or any section or provision of this quitclaim deed shall be construed to permit any such holder to devote the Property or any part thereof to a use or to construct improvements thereon other than those permitted in the Central West Redevelopment Plan and the Agreement for the parcels which comprise the Property.

For purposes of the foregoing paragraph, a holder of any mortgage or trust deed does not include a party who acquires title to the Property from or through such holder, or a purchaser at a foreclosure sale other than the holder of the mortgage which is the subject of such foreclosure proceeding.

Promptly after the completion of the Improvements in accordance with the Drawings and consistent with the terms of the Agreement, Grantor shall furnish Grantee with an appropriate instrument in accordance with the terms of the Agreement ("Certificate of Completion"). The Certificate of Completion shall be a conclusive determination of satisfaction and termination of the agreements and covenants contained in the Agreement and in this quitclaim deed with respect to the construction of the Improvements and the dates for beginning and completion thereof; provided, that, if any governmental agency is involved in the financing of the redevelopment of the Property and shall have determined that all buildings constituting the Improvements being financed are substantially completed in accordance with the Drawings and if the other agreements and covenants obligating Grantee in respect to the construction and completion have been fully satisfied, Grantor shall forthwith issue its Certificate of Completion.

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The Certificate of Completion shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If Grantor shall refuse or fail to provide the Certificate of Completion, Grantor, within forty-five (45) days after written request by Grantee, shall provide Grantee with a written statement indicating in adequate detail what acts or measures will be necessary, in the opinion of Grantor, for Grantee to take or perform in order to obtain the Certificate of Completion.

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 15th day of July, 1993.

CITY OF CHICAGO, a municipal corporation

By:


RICHARD M. DALEY, Mayor

ATTEST:



DEPUTY City Clerk
DANIEL J. BURKE

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