

EXHIBIT B
FORM OF DEED

**QUITCLAIM DEED
AND USE RESTRICTION**

(Vacant Land)



(The Above Space for Recorder's Use Only)

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 Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), conveys and quitclaims all interest in the real property legally described and identified on Exhibit 1 attached hereto (including any improvements located thereon, the "Property"), pursuant to an ordinance adopted by the City Council of the City on _____, 202__, and published in the Journal of Proceedings of the City Council of the City for such date at pages _____ through _____, to Kandy Cobbs ("Grantee"), whose principal residence is located at 4365 South Oakenwald Avenue, Chicago, IL 60653.

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 **COVENANTS, RESTRICTIONS, 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, successors, and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Use Restriction**. Grantee acknowledges and agrees that the City is conveying the Property for its continued use as a paved parking pad or construction of a slab on grade structure or structure with a concrete basement and sealed sump pump. If Grantee wishes to develop the Property for any other use, then Grantee must notify the Department of Planning and Development (or any successor agency) prior to commencing construction and take all steps necessary, as determined by the Department, to put the Property in a condition which is suitable for its intended use,

which may include enrolling the Property in the Illinois Environmental Protection Agency (“IEPA”) Site Remediation Program (“SRP”) and obtaining a “No Further Remediation” letter from the IEPA approving the alternative use of the Property. The City shall have the right to exercise all remedies available at law and in equity for violation of this use restriction, including the right to re-enter and re-vest title to the Property in the City, and may record a notice of default against the Property if the Grantee fails to obtain the Department’s written approval prior to commencing construction of an alternative use. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such re-vesting of title.

2. **“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. 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, 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.
3. **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.
4. **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.

(SUB) EXHIBIT 1 TO DEED

LEGAL DESCRIPTION

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

THE SOUTH 46 FEET OF LOT 1 IN OWNER'S DIVISION OF LOTS 1 & 2 IN HURLBUT'S SUBDIVISION OF LOTS 6 AND 7 IN CLEAVER & TAYLOR'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 215 E. 45th Street, Chicago, IL 60653

PIN: 20-03-315-006-0000 (portion)

STATEMENT BY GRANTOR AND GRANTEE

The grantor or its agent affirms that, to the best of her/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.

Dated _____, 2024

Signature_____

Agent for Grantor
City of Chicago Department of Law

Subscribed and sworn to before me
this ___ day of _____, 2024

Notary Public

Grantee or its 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 _____, 2024

Signature_____

Grantee or agent

Subscribed and sworn to before me
this ___ day of _____, 2024

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)