

EXHIBIT C
FORM OF DEED

QUITCLAIM DEED

(Vacant Land –
Negotiated Sale for Parking Lot)

(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 Twenty-Five Thousand and No/100 Dollars (\$25,000.00), 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 (the "Project Ordinance") adopted by the City Council of the City ("City Council") on _____, 2024, and published in the Journal of Proceedings of the City Council for such date at pages _____ through _____, to **WORK OF HIS HANDS MINISTRIES**, an Illinois not-for-profit corporation ("Grantee"), having a principal business address of 1318 S. Pulaski Road, Chicago, Illinois 60623.

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 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 Grantee and Grantee's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant to Build Parking Lot.** Grantee shall construct a surface parking lot on the Property in accordance with the general layout and landscaping depicted on Exhibit A attached hereto (the "Parking Lot Site Plan") and the environmental requirements set forth in Section 2 of this deed within twelve (12) months of the date of the Project Ordinance, provided that plantings may be delayed for an additional six (6) months if consistent with good landscaping practices. No material deviation from the Parking Lot Site Plan is permitted without written approval from the Department of Planning and Development (the "Department"). The parking lot shall meet the parking requirements of Chapter 17-10 of the Chicago Zoning Ordinance and the Guide to the Chicago Landscape Ordinance. If these conditions are not met, the City will provide notice to Grantee of such deficiency and Grantee will have the opportunity to cure. If a cure is not diligently pursued to completion by Grantee, the City may record a notice of default against the Property and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter and re-vest title to the Property in the City. 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. Upon completion of the parking lot, Grantee shall submit a written request to the Department for a certificate of completion. If the Department determines that Grantee has completed the parking lot in accordance with this Deed, the Department shall provide Grantee with the certificate of completion. The certificate shall be in recordable form and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this section. Prior to the City's issuance of the certificate of completion, Grantee may not, without the prior written consent of the City: (a) directly or indirectly sell, transfer, convey, lease or otherwise dispose of all or any portion of the Property, or (b) engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for the acquisition and construction financing for the Project.

2. **Parking Lot Use Restriction.** Grantee acknowledges and agrees that the City is conveying the Property for use as a parking lot only, and that no other use is permitted without the City's prior review and written approval. If Grantee wishes to develop the Property for any other use or if Grantee wishes to remove or substantially alter any portion of the paved surface parking lot or landscaped areas (collectively, "Redevelopment Activities"), then Grantee must notify the Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management (together with any successor bureau or department, the "EHS Bureau") prior to commencing construction and take all steps necessary, as determined by the EHS Bureau, 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's (together with any successor agency, "IEPA") Site Remediation Program (including any successor program, the "SRP") and obtaining a "No Further Remediation" letter from the IEPA approving the alternative use of the Property ("NFR Letter"). If the EHS Bureau determines that SRP is required, then Grantee may not commence Redevelopment Activities on the Property until the IEPA issues, and the EHS Bureau approves, a remedial action plan for the Property. The EHS Bureau shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP. If Redevelopment Activities include the construction of a building on the Property, the building must meet the requirements of 35 Ill. Adm. Code 742, Appendix B, Table H. Grantee shall bear sole responsibility for all investigative and cleanup costs associated with the Property. The City shall have the right to exercise all remedies available at law and in equity for violation of this use restriction, and may record a notice of default against the Property if Grantee fails to obtain the EHS Bureau's written approval prior to commencing Redevelopment Activities.

3. **Environmental Requirements for Parking Lot Construction and Maintenance.**

(a) Engineered Barrier. Except for landscaped areas, Grantee shall pave the Property in its entirety with concrete or asphalt that acts as an engineered barrier and Grantee shall thereafter maintain and regularly inspect the concrete or asphalt engineered barrier for any surface cracks or damage. Grantee shall repair any such cracks or damage immediately or prohibit access to the area. Landscaped areas must have an IEPA-approved geotextile membrane overlain by a minimum of 18 inches of clean soil (meeting Tier 1 residential criteria under the IEPA's Tiered Approach to Corrective Actions or TACO standards). Landscaped areas where trees are to be planted must have three (3) feet of clean fill. Any fill imported must be certified as clean and that certification must be shared with the EHS Bureau.

(b) Removal Work. The environmental investigation of the Property did not identify any contamination that exceeds the requirements of 35 Ill. Adm. Code Section 742.305 (Contaminant Source and Free Product Determination). But if Grantee encounters any evidence of contamination that exceeds these requirements, Grantee shall remove such contamination from the Property ("Removal Work") prior to paving over any affected portion of the Property. If Removal Work is required, Grantee acknowledges and agrees that the City will not issue a Certificate of Completion until the City has approved Grantee's Removal Work, and Grantee shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to such Removal Work. In addition, Grantee shall remove and close any underground storage tanks ("USTs") it may encounter in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175, and shall properly address any leaking USTs in accordance with 35 Ill. Adm. Code Part 734.

(c) Health and Safety Plan. The environmental investigation of the Property identified concentrations of contaminants exceeding the construction worker inhalation exposure route. Grantee shall develop a Health and Safety Plan ("HASP") for the Property prior to any surface demolition or subsurface work and provide the HASP to Grantee's contractors.

(d) Groundwater Restrictions. Grantee shall not use groundwater as a water source for any purpose or for any use whatsoever.

4. **"As Is," "Where Is" and "With All Faults" Conveyance**. Grantee acknowledges that Grantee has had an opportunity to inspect the Property and is relying solely upon Grantee's own inspection and other due diligence activities in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City with respect thereto. Grantee accepts the risk that any inspection may not disclose all material matters affecting the Property (and any improvements thereon). 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 any improvements thereon), its compliance with any federal, state, county, municipal or other laws, statutes, codes, ordinances, regulations, or other requirements (collectively, "Laws"), or the suitability or merchantability 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.

5. **Release**. Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, 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 Grantee following the date of this Deed (collectively, the "Grantee Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (collectively, the "City Parties"), from and against any and all losses, damages, liabilities, claims, actions, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses and court costs) (collectively, "Losses") which Grantee Parties 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 substances as defined in 415 ILCS 5/3.215, as amended from time to time (collectively, "Hazardous Substances"), or threatened release, emission or discharge of Hazardous Substances; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other property; (iii) any violation of, compliance with, enforcement of or liability under any Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* (as amended, "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"). Grantee Parties waive their rights of contribution and subrogation against the City Parties. 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 Grantee. It is expressly agreed and understood by and between Grantee and the City that, should any future obligation of Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither Grantee nor any other Grantee Parties shall assert that those obligations must be satisfied in whole or in part by the City, because this covenant contains a full, complete and final release of all such claims.

6. **Affordable Housing.** Grantee acknowledges that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (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.

7. **Midwest Tax Increment Financing Redevelopment Project Area.** The Property is located in the Midwest Tax Increment Financing Redevelopment Project Area established pursuant to ordinances adopted by the City Council on May 17, 2000, and published at pages 30775 through 30953 in the Journal of the Proceedings of the City Council for such date, as amended. Grantee is obligated to use the Property only for uses permitted under the redevelopment plan for the redevelopment area, until such redevelopment plan expires. Grantee's acceptance of the Deed shall be deemed to be Grantee's agreement to comply with such use restrictions.

(Signatures Appear on the Following Page)

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 _____, 2024.

ATTEST:

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

Andrea M. Valencia, City Clerk

By: _____
Brandon Johnson, Mayor

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 Mary B. Richardson-Lowry, 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 Brandon Johnson, 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 said 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 _____, 2024.

Notary Public

THIS INSTRUMENT PREPARED BY:

Lisa Misher
City of Chicago Department of Law
Real Estate & Land Use Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
(312) 742-8412

**AFTER RECORDING, RETURN DEED AND
SEND SUBSEQUENT TAX BILLS TO:**

Work of His hands Ministry
1318 S. Pulaski Road
Chicago, Illinois 60623