

ORDINANCE

WHEREAS, the City of Chicago (“City”) is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City is the owner of the vacant parcel of property located at 642 North Lockwood Avenue, Chicago, Illinois 60644, which is legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, Mrytle Malone (the “Grantee”), who has a principal residence of 636 North Lockwood Avenue, Chicago, Illinois 60644, has offered to purchase the Property from the City for the sum of Twelve Thousand Dollars (\$12,000.00) (the “Purchase Price”), such amount being the appraised fair market value of the Property, to improve with landscaped open space; and

WHEREAS, by Resolution No. 24-009-21 adopted on Feb 15, 2024, the Chicago Plan Commission approved the disposition of the Property to the Grantee; and

WHEREAS, public notice advertising the City’s intent to enter into a negotiated sale of the Property with the Grantee and requesting alternative proposals appeared in the *Chicago Tribune*, a newspaper of general circulation, on December 13 and December 20, 2021; and

WHEREAS, no alternative proposals were received by the deadline indicated in the aforesaid notice; **now, therefore**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The City Council hereby approves the sale of the Property to Grantee in its “as is” condition for the Purchase Price.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed (“Deed”) conveying the Property to Grantee, or to a land trust of which Grantee is the sole beneficiary, or to an entity of which Grantee is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of the Deed, the conveyance of the Property shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of Grantee or its agents. In addition, the Deed shall include the following conditions and covenants, in substantially the form set forth below, 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 successors and assigns:

1. **Covenant to Improve Property.** Grantee shall improve the Property with landscaped open space within six (6) months of the date of this Deed, provided that plantings may be delayed for an additional six (6) months if consistent with good landscaping practices. If this condition is not met, the City may re-enter the Property and revert title 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 reversion of title. This right of reverter in favor of the City shall terminate upon the completion of the landscaped open space, which may be evidenced by the issuance of a certificate of completion, release or similar instrument by the City at Grantee's request.

2. **"As Is" Sale.** Grantee acknowledges that Grantee has had an opportunity to inspect the Property and has relied solely upon its own inspection and other due diligence activities in deciding to acquire the Property, and not upon any information provided by or on behalf of the City or its agents 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 as of the date of this Deed without any covenant, representation, or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property, its compliance with any 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.

3. **Release of City.** 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 "Indemnified Parties"), from and against any and all losses, damages, obligations, claims, actions, suits, demands, liabilities, judgments, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (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, 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 environmental 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, 42 U.S.C. § 9601 *et seq.* ("CERCLA") and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* ("RCRA"), 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 Indemnified 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

4. **Affordable Housing**. Grantee acknowledges that the sale of City-owned land triggers Section 2-44-085 of the Municipal Code of Chicago (as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance" or the "ARO"), and therefore, that a future residential project on the Property may be subject to the requirements of the ARO.

SECTION 4. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, subject to the review and approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such other documents and take such other actions as may be necessary or appropriate to carry out and comply with the provisions of this ordinance.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.