

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 355 N. Kedzie Street, Chicago, Illinois, 60612, which is legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, pursuant to ordinances adopted by the City Council of the City (the “City Council”) on June 10, 1998, the City Council approved a certain redevelopment plan and project for the Kinzie Industrial Corridor Tax Increment Financing Redevelopment Project and Plan (as previously or subsequently amended, the “Redevelopment Area”); and

WHEREAS, the Property is located in the Redevelopment Area; and

WHEREAS, 345 Art Gallery, LLC (“Grantee”) owns property at 347 N. Kedzie Avenue which is located adjacent to the Property, and has offered to purchase the Property from the City for the sum of Fifty-Eight Thousand Six-Hundred Seventy-Three Dollars (\$58,673.00) (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. 24-001-21, adopted on January 18, 2024, the Chicago Plan Commission approved the disposition of the Property to Grantee; and

WHEREAS, by Resolution No. 23-CDC-51 adopted on December 12, 2023, the Community Development Commission recommended the sale of the Property to Grantee if no responsive alternative proposals were received at the conclusion of the advertising period, or, if alternative proposals were received, if DPD determined in its sole discretion that it was in the best interest of the City to proceed with Grantee’s proposal; and

WHEREAS, public notice advertising the City’s intent to enter into a negotiated sale of the Property with Grantee and requesting alternative proposals appeared in the *Chicago Tribune*, a newspaper of general circulation, on November 8, 2023, November 15, 2023, and November 22, 2023; 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 terms, covenants and conditions, 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 heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant to Improve Property.** Within one (1) year of the date of this Deed, Grantee shall secure a Certificate of Completion for the construction of the event space and sculpture garden in conformity with the plans previously submitted to the Department of Planning and Development. If these conditions are not met, 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 the Property and re-vest 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 re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed; provided however, if Grantee delivers written notice to the Commissioner of the City’s Department of Planning and Development, or any successor department thereto, that such improvements have been made to the Property, along with documentation evidencing such improvements, the right of reverter shall terminate on the date Grantee records such notice countersigned by the Commissioner, or the Commissioner’s designee, with the Cook County Clerk, Recordings Division.
2. **Historic Contamination of Urban Land.** Grantee acknowledges that soil and groundwater in urban areas, including Chicago, are frequently impacted by historic environmental contamination, such as (a) buried demolition debris containing lead-based paint or asbestos, (b) underground heating oil tanks, (c) off-site migration of chemicals from surrounding property previously or currently used for gas stations, dry cleaners, or other commercial, industrial or manufacturing land uses, (d) unauthorized “fly” dumping, (e) nearby railroad operations, and (f) airborne deposit of lead and other contaminants from historic use of lead gasoline and polluting industrial or manufacturing uses. 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.
3. **“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 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.

4. **Release of City.** Grantee, on behalf of Grantee and Grantee's heirs, 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 and officials, 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.
5. **Kinzie Industrial Corridor Tax Increment Financing Redevelopment Project and Plan inzie Industrial Conservation Area.** The Property is located in the Kinzie Industrial Corridor Tax Increment Financing Redevelopment Project and Plan established pursuant to ordinances adopted by the City Council on June 10, 1998. Grantee is obligated to use the Property only for uses permitted under the redevelopment plan for the redevelopment area, as amended, until such redevelopment plan expires.
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.

SECTION 4. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents and take such other actions as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

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.

Attachments: Exhibit A – Legal Description of Property