



# City of Chicago



O2022-1704

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 5/23/2022

**Sponsor(s):** Lightfoot (Mayor)

**Type:** Ordinance

**Title:** Negotiated sale of City-owned property at 1318 S Kilbourn Ave, 1318 S. Kilbourn Ave (partial) and 1256 S Kilbourn Ave to Industrial Fence, Inc. for parking and materials storage yard

**Committee(s) Assignment:** Committee on Housing and Real Estate

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OFFICE OF THE MAYOR  
CITY OF CHICAGO

LORI E. LIGHTFOOT  
MAYOR

May 23, 2022

TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the sale of City-owned properties.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in black ink that reads "Lori E. Lightfoot". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Mayor

## ORDINANCE

**WHEREAS**, the City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) 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 real property located at 1318 S. Kilbourn Avenue, 1318 S. Kilbourn Avenue (partial) and 1256 S Kilbourn Avenue, located in Chicago, Illinois, and having the Property Identification Numbers (PINs) 16-22-106-004 and 16-22-106-017 (partial) and 16-22-106-005, which, in the aggregate are approximately 127,073 sq. ft. and are legally described on **Exhibit A** attached hereto (collectively, the "Property"); and

**WHEREAS**, pursuant to ordinances adopted by the City Council of the City (the "City Council") on February 5, 1998 and published in the Journal of the Proceedings of the City Council for such date, a certain redevelopment plan and project ("Plan") for the Roosevelt/Cicero Redevelopment Project Area ("Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "Act"), the Area was designated as a redevelopment project area pursuant to the Act, and tax increment financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

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

**WHEREAS**, an appraisal report prepared by Polach Appraisal Group, Inc., states that the appraised fair market value, as of March 15, 2021, of the Property plus the portion of PIN 16-22-106-017 located south of the unimproved 14th Street right of way (the "South Parcel"), is Seven Hundred Seventy Thousand Dollars (\$770,000), which equals approximately \$4.81 / sq. ft.; and

**WHEREAS**, the City does not intend to sell the South Parcel at this time; and

**WHEREAS**, Industrial Fence, Inc., an Illinois corporation, with a principal business address of 1300 S. Kilbourn Avenue, Chicago, Illinois 60623 ("Grantee"), has offered to purchase the Property from the City for the sum of Six Hundred Fifteen Thousand Five Hundred Twenty-Eight and No/100 Dollars (\$615,528.00) (the "Purchase Price"), which equals approximately \$4.84 / sq. ft; and

**WHEREAS**, Grantee has proposed to develop a parking lot and materials storage yard to extend Grantee's neighboring business operations onto the Property (the "Project"); and

**WHEREAS**, unless waived by the City, Grantee shall perform and provide the City with a Phase I Environmental Site Assessment ("Phase I ESA") compliant with ASTM E-1527-13 for the Property conducted, or updated, within 180 days prior to the conveyance of the Property. The City must be named in a reliance letter; and

**WHEREAS**, the previous owner of the Property, The Valspar Corporation, has obtained a No Further Remediation ("NFR") letter for the Property dated November 23, 1998, from the Illinois Environmental Protection Agency ("IEPA") Site Remediation Program ("SRP"); and

**WHEREAS**, the NFR letter was conditioned upon the use and maintenance of certain

engineered barriers at the Property; and

**WHEREAS**, the City shall have the right to review in advance and approve all environmental documents, if any, submitted by Grantee or its consultants to the IEPA under the SRP. Grantee shall promptly transmit to the City copies of all environmental documents prepared or received with respect to the remediation work performed at the Property, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies; and

**WHEREAS**, post-closing, Grantee must remove and close any underground storage tanks ("USTs") that may be found on the Property in accordance with applicable regulations, including 41 Illinois Administrative Code ("IAC") Part 175, and any identified leaking USTs must be properly addressed in accordance with 35 IAC Part 734; and

**WHEREAS**, post-closing, Grantee must provide the City a reliance letter that names the City as an authorized user for any future environmental site assessment reports relating to the Property and which are prepared while Grantee is in title to the Property; and

**WHEREAS**, Grantee has requested, and the City has agreed, that Grantee shall deposit Four Hundred Eighty-Four Thousand Six Hundred Eighty Dollars (\$484,680) of the Purchase Price in an environmental escrow, and such escrowed funds may be used to reimburse Grantee for certain environmental remediation costs approved by the City and incurred by Grantee in relation to the Property; and

**WHEREAS**, pursuant to Resolution No. 21-CDC-38, adopted on December 14, 2021, by the Community Development Commission (the "CDC"), the CDC authorized the Department of Planning and Development ("DPD") to advertise its intention to enter into a negotiated sale with Grantee for the redevelopment of the Property, approved DPD's request to advertise for alternative proposals, and recommended the sale of the Property to Grantee if no alternative proposals are received; and

**WHEREAS**, by Resolution No. 21-042-21, adopted on December 16, 2021, the Chicago Plan Commission recommended that the City convey the Property to Grantee; 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 April 20 and 27, and May 4 and 11, 2022; and

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

**WHEREAS**, unless waived by the Commissioner of DPD, or any successor department thereto (the "DPD Commissioner"), or the DPD Commissioner's designee, prior to the City's conveyance of the Property to Grantee, Grantee must: (i) obtain approval from the Department of Assets, Information and Services ("AIS") of proposed environmental remediation costs; (ii) obtain all required building permits and zoning approvals for the Project; (iii) demonstrate proof of 100% financing for the Project; (iv) execute a joint order escrow agreement (see Section 2 below); and, (v) provide AIS a reliance letter naming the City as an authorized user of the Phase I ESA and any future environmental reports; and

**WHEREAS**, unless waived by the DPD Commissioner or the DPD Commissioner's

designee, prior to the City's conveyance of the Property to Grantee, Grantee must provide to the City, and the City must approve, a post-closing site plan for the Property that: (a) provides for the restoration of the sidewalk fronting S. Kilbourn Avenue; (b) includes the addition of parkway trees; and (c) otherwise conforms with all applicable laws including, but not limited to, the City Landscape Ordinance (Chapter 17-11 of the Municipal Code) and Stormwater Management Ordinance, including the regulations promulgated by the Department of Water Management pursuant to authority granted by Sections 2-106-040, 11-16-300, 18-29-110 and 11-18-110 of the Municipal Code; **now, therefore,**

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

**SECTION 1.** The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

**SECTION 2.** The sale of the Property to Grantee for the amount of Six Hundred Fifteen Thousand Five Hundred Twenty-Eight and No/100 Dollars (\$615,528.00) is hereby approved. From the Purchase Price, Four Hundred Eighty-Four Thousand Six Hundred Eighty Dollars (\$484,680) shall be deposited into an escrow account, pursuant to a joint order environmental escrow agreement substantially in the form attached hereto as **Exhibit B** (the "Escrow Agreement"). The escrowed funds shall be used to reimburse Grantee for the incremental costs of environmental remediation that are incurred by Grantee after the date on which this ordinance becomes effective, and which have been approved by the City. The DPD Commissioner, or a designee of the DPD Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to the form and legality, to negotiate, execute and deliver the Escrow Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Escrow Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Escrow Agreement.

**SECTION 3.** The Mayor or her proxy is authorized to execute, and the City Clerk and Deputy City Clerk are each authorized to attest, one or more quitclaim deeds conveying the Property to Grantee, or to IFI Properties, LLC, which is an Illinois limited liability company that is owned one hundred percent (100%) by Grantee and managed by Grantee's sole owner, Miguel A. Saltijeral. The quitclaim deed(s) shall be substantially in the form attached hereto as **Exhibit C**, with such revisions to the environmental requirements set forth in the deed(s) as the DPD Commissioner or the Commissioner of AIS may approve.

**SECTION 4.** 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 5.** All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 6.** This ordinance shall be in full force and effect immediately upon its passage and publication.

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

**PARCEL 1-A:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 (EXCEPT THAT PART OF PARCEL 1 LYING SOUTH OF THE NORTH LINE OF WEST 14 TH. STREET) AS CREATED BY AGREEMENT MADE BY W. A. JONES FOUNDRY AND MACHINE COMPANY, AN ILLINOIS CORPORATION, WITH ARMSTRONG PAINT AND VARNISH WORKS, AN ILLINOIS CORPORATION DATED AUGUST 14, 1919, AND RECORDED OCTOBER 2, 1919 AS DOCUMENT NUMBER 6636309 FOR SWITCH TRACK PURPOSES OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED PREMISES:

A 16 FOOT STRIP OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, THE SOUTH LINE OF WHICH 16 FOOT STRIP IS COINCIDENT WITH THE NORTH LINE OF PARCEL 1 ABOVE DESCRIBED, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-22-106-005-0000

**PARCEL 1-B:**

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND THE WEST LINE OF SOUTH KILBOURN AVENUE, SAID POINT BEING 33 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH ALONG THE SAID WEST LINE, BEING A LINE PARALLEL WITH SAID SOUTHWEST 1/4, A DISTANCE OF 493.92 FEET TO A POINT ON THE SOUTH LINE OF A 16 FOOT EASEMENT FOR A SWITCH TRACK; THENCE SOUTHWESTERLY ALONG SOUTHERLY LINE OF SAID EASEMENT (SAID SOUTHERLY LINE FORMING AN ANGLE OF 55°02' MEASURED FROM SOUTH TO WEST WITH THE SAID WEST LINE), A DISTANCE OF 253.40 FEET TO A POINT OF CURVE; CONTINUING THENCE SOUTHWESTERLY ALONG A CURVED LINE, TANGENT TO LAST DESCRIBED LINE, CONVEXED TO THE NORTHWEST, AND HAVING A RADIUS OF 311.60 FEET, A DISTANCE OF 219.90 FEET (ARC) TO THE EAST LINE OF THE WEST 303 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 22; THENCE SOUTH ALONG THE EAST LINE OF SAID 303 FEET, A DISTANCE OF 170.55 FEET TO THE SOUTH LINE OF AFORESAID SOUTHWEST 1/4; THENCE CONTINUING SOUTH INTO THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 143.12 FEET; THENCE EAST AT AN ANGLE OF 90°00'01" , AS MEASURED FROM SOUTH TO EAST WITH LAST COURSE, A DISTANCE OF 68.71 FEET; THENCE NORTH AT AN ANGLE OF 90°47'30" AS MEASURED FROM WEST

TO NORTHWEST COURSE, A DISTANCE OF 18.26 FEET; THENCE EAST AT AN ANGLE OF 90°44' AS MEASURED FROM SOUTH TO EAST WITH LAST COURSE, A DISTANCE OF 91.54 FEET; THENCE NORTH AT RIGHT ANGLES TO LAST COURSE, A DISTANCE OF 52.92 FEET; THENCE EAST AT RIGHT ANGLES TO LAST COURSE, A DISTANCE OF 172.12 FEET TO THE WEST LINE OF SOUTH KILBOURN AVENUE BEING A LINE DROWN PARALLEL WITH AND 43.08 FEET WEST OF THE WEST LINE OF THE EAST 10 ACRES OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE NORTH ALONG SAID WEST LINE, A DISTANCE OF 70.82 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 2.13 FEET TO A POINT OF BEGINNING, EXCEPT THAT PART LYING SOUTH OF THE NORTH LINE OF WEST 14 TH STREET.

PART OF P.I.N. 16-22-106-017-0000 (part of)

PARCEL 2:

PART OF A CERTAIN TRACT OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE WEST 303.0 FEET THEREOF) OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, CONVEYED BY W. A. JONES FOUNDRY AND MACHINE COMPANY TO THE CULLEN FREISTEDT COMPANY, BY WARRANTY DEED DATED JANUARY 9, 1919, AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS JANUARY 9, 1919 AS DOCUMENT NUMBER 6446431 IN BOOK 15219 PAGE 50, SAID PART BEING DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF THE WEST 303.0 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AT POINT 267.0 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE EAST ON A LINE AT RIGHT ANGLES TO SAID EAST LINE OF THE WEST 303.0 FEET, 114.0 FEET TO A POINT; THENCE SOUTH ON A PARALLEL TO THE EAST LINE OF THE WEST 303.0 FEET AFORESAID, 38.25 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF A 16.0 FOOT RIGHT OF WAY FOR SWITCH TRACK; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 329.33 FEET, A DISTANCE OF 183.36 FEET MORE OR LESS TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 303.0 FEET AFORESAID; THENCE NORTH ON EAST LINE OF THE WEST 303.0 FEET, 178.75 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRIANGULAR PIECE OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 303.0 FEET AFORESAID, 267.0 FEET SOUTH; THENCE EAST ON A LINE AT RIGHT ANGLES TO SAID LINE 32.33 FEET TO A POINT; THENCE SOUTHWESTERLY ON A CURVED LINE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 346.0 FEET, A DISTANCE OF 80.91 FEET TO AN INTERSECTION WITH THE SAID EAST LINE OF THE WEST 303.0 FEET; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 303.0 FEET, 74.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-22-106-004-0000

**Addresses:**

1318 S. Kilbourn Avenue,  
1318 S. Kilbourn Avenue (partial),  
1256 S Kilbourn Avenue,  
Chicago, Illinois 60623

**EXHIBIT B**

**FORM OF JOINT ORDER ENVIRONMENTAL ESCROW AGREEMENT**

**JOINT ORDER ESCROW AGREEMENT**

Escrow No. \_\_\_\_\_ Date: \_\_\_\_\_, 2022

To: \_\_\_\_\_ [name of title company] ("Escrowee")  
\_\_\_\_\_  
\_\_\_\_\_  
Chicago, IL 606\_\_

Parties: (a) INDUSTRIAL FENCE, INC., an Illinois corporation ("Purchaser");  
(b) CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("City"); and  
I \_\_\_\_\_ ("Lender").

1. The accompanying Four Hundred Eighty-Four Thousand Six Hundred Eighty and No/100 Dollars (\$484,680.00) is deposited by the City and Purchaser with the Escrowee and shall be used solely to reimburse the Purchaser for the costs described in Exhibit 4 attached hereto, otherwise known as the "Approved Project Costs", relating to the Purchaser's performance of the "Remediation Work" as defined in Exhibit 5 attached hereto. The Remediation Work will be performed on the property legally described in the attached Exhibit 1 and commonly known as 1318 S. Kilbourn Avenue, 1318 S. Kilbourn Avenue (partial) and 1256 S Kilbourn Avenue, located in Chicago, Illinois (collectively, the "Property").
2. The funds shall be disbursed by Escrowee only upon the written joint order of (1) Miguel A. Saltijeral, in her/his capacity as the President of Purchaser, or her/his duly authorized designee, (2) the Commissioner or any Managing Deputy Commissioner of the Department of Assets, Information and Services. That written order must be substantially in the form of Exhibit 2 attached hereto. The joint order shall be accompanied by a written statement from \_\_\_\_\_, Purchaser's general contractor or environmental remediation contractor, in substantially the form of Exhibit 3 attached hereto, which statement shall be attached to the joint order. Draw requests can be submitted on a monthly basis (i.e., within 30 days of the Purchaser incurring the expense for Approved Project Costs).
3. Escrowee is hereby expressly authorized to disregard, in its sole discretion, any and all notices or warnings not given jointly by all of the parties to this Agreement, but Escrowee is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Escrowee obeys or complies with any such order, judgment or decree of any court, it shall not be liable to any of the parties to this Agreement or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this Agreement, to which Escrowee is or may be at any time become a party, Escrowee shall

have a lien on the escrow funds for any and all costs and attorneys' fees, whether such attorney shall be regularly retained or specifically employed, and any other expenses that Escrowee may have incurred or become liable for on account thereof out of said escrow funds, and the parties to this Agreement jointly and severally agree to pay Escrowee upon demand all such costs, fees and expenses so incurred.

4. Except as set forth in Paragraph 10 hereof, in no case shall escrow funds be surrendered except on a joint order signed by Purchaser and the City or their respective legal representatives or successors or as directed pursuant to Paragraph 3 above or in obedience of the process or order of court as provided in this Agreement.
5. If conflicting demands are made upon Escrowee or legal action is brought in connection with this Agreement, Escrowee may withhold all performance without liability therefore, or Escrowee may file suit for interpleader or declaratory relief. If Escrowee is required to respond to any legal summons or proceedings, or if any action of interpleader or declaratory relief is brought by Escrowee, or if conflicting demands or notice by parties to this Agreement or by others are served upon Escrowee, the parties jointly and severally agree to pay escrow fees and all costs, expenses, and attorneys' fees expended or incurred by Escrowee as a result of any of the above-described events. The undersigned parties further agree to save Escrowee harmless from all losses and expenses, including reasonable attorneys' fees and court costs incurred by reason of any claim, demand, or action filed with respect to this Agreement. The undersigned jointly and severally agree to pay the fees of Escrowee and reimburse Escrowee for all expenses incurred in connection with this Agreement and direct that all sums due to Escrowee pursuant to this Agreement be deducted from the escrow funds. The undersigned hereby grant Escrowee a lien against the escrow funds to secure all sums due Escrowee. The Escrowee shall not be liable for any act which it may do or omit to do hereunder in good faith and the reasonable exercise of its own best judgment. Any act done or omitted by the Escrowee pursuant to the advice of its legal counsel shall be deemed conclusively to have been performed in good faith by the Escrowee.
6. This Agreement is intended to implement, is not intended to cancel, supersede or modify the terms of any agreement by and between Purchaser and the City. The duties and responsibilities of Escrowee are limited to this Agreement and the Escrowee shall not be subject to nor obligated to recognize any other agreement between the parties, provided, however, that these escrow instructions may be amended at any time by an instrument in writing signed by all of the undersigned.
7. Purchaser, Lender and the City warrant to and agree with Escrowee that, unless otherwise expressly set forth in this Agreement: (a) there is no security interest in the escrow funds or any part thereof; (b) no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the escrow funds or any part thereof; and (c) Escrowee shall have no responsibility at any time to ascertain whether or not any security interest exists in the escrow funds or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the escrow funds or any part thereof.
8. The fee for establishing the escrow is \$\_\_\_\_\_, payable by Purchaser at the time the escrow funds are deposited. An annual fee of \$\_\_\_\_\_ will be due from Purchaser for each year (or part thereof) the escrow account remains open (with any part of the deposit

not disbursed) after \_\_\_\_\_, 20\_\_\_\_. Wire transfer or overnight delivery fees will be assessed at the rate of \$\_\_\_\_\_ each. All fees relating to this escrow account shall be billable to and payable solely by Purchaser. Funds from the escrow account may not be used to pay any fees.

9. \_\_\_\_\_ may resign as Escrowee by giving ten (10) days' prior written notice by certified mail, return receipt requested, sent to Purchaser, Lender and the City care of their designated representatives and at the addresses set forth below; and thereafter Escrowee shall deliver all remaining escrow funds to a successor Escrowee named by Purchaser and the City in a joint written and signed order. If Purchaser and the City do not agree on a successor Escrowee, then Escrowee shall deliver all remaining escrow funds to the City.
10. This Agreement shall terminate ten (10) days following the earlier of: (i) the date on which the Purchaser completes the Remediation Work (as defined in (sub) Exhibit 4), as evidenced by the City's issuance to the Purchaser of a certificate of completion; or, (ii) \_\_\_\_\_, 20\_\_\_\_, as such date may be extended in writing by the City. All funds, including accumulated interest on the escrow funds, remaining in the escrow account on such termination date will belong to the City and the City will have the sole right to direct the escrow agent to disburse the funds in the escrow account to the City.
11. Any notice which the parties hereto are required or desire to give hereunder to any of the undersigned shall be in writing and may be given by mailing or delivering the same to the address of the undersigned by certified mail, return receipt requested, or overnight courier:

Purchaser:

Industrial Fence, Inc.,  
1300 S. Kilbourn Avenue,  
Chicago, Illinois 60623  
Attn: Miguel A. Saltijeral, President

City:

City of Chicago  
Department of Planning and Development  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602  
Attn: Commissioner

With a copy to:

City of Chicago  
Department of Assets, Information and Services  
2 North LaSalle Street, 2<sup>nd</sup> Floor  
Chicago, Illinois 60602  
Attn: Commissioner

And

City of Chicago  
Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attn: Deputy Corporation Counsel,  
Real Estate and Land Use Division,

Lender\_\_

Escrowee: \_\_

INDUSTRIAL FENCE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF CHICAGO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**(sub) EXHIBIT 1 to Joint Order Escrow Agreement**

**LEGAL DESCRIPTION OF PROPERTY**

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 1-A:

EASEMENT FOR THE BENEFIT OF PARCEL 1 (EXCEPT THAT PART OF PARCEL 1 LYING SOUTH OF THE NORTH LINE OF WEST 14 TH. STREET) AS CREATED BY AGREEMENT MADE BY W. A. JONES FOUNDRY AND MACHINE COMPANY, AN ILLINOIS CORPORATION, WITH ARMSTRONG PAINT AND VARNISH WORKS, AN ILLINOIS CORPORATION DATED AUGUST 14, 1919, AND RECORDED OCTOBER 2, 1919 AS DOCUMENT NUMBER 6636309 FOR SWITCH TRACK PURPOSES OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED PREMISES:

A 16 FOOT STRIP OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, THE SOUTH LINE OF WHICH 16 FOOT STRIP IS COINCIDENT WITH THE NORTH LINE OF PARCEL 1 ABOVE DESCRIBED, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-22-106-005-0000

PARCEL 1-B:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND THE WEST LINE OF SOUTH KILBOURN AVENUE, SAID POINT BEING 33 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH ALONG THE SAID WEST LINE, BEING A LINE PARALLEL WITH SAID SOUTHWEST 1/4, A DISTANCE OF 493.92 FEET TO A POINT ON THE SOUTH LINE OF A 16 FOOT EASEMENT FOR A SWITCH TRACK; THENCE SOUTHWESTERLY ALONG SOUTHERLY LINE OF SAID EASEMENT (SAID SOUTHERLY LINE FORMING AN ANGLE OF 55°02' MEASURED FROM SOUTH TO WEST WITH THE SAID WEST LINE), A DISTANCE OF 253.40 FEET TO A POINT OF CURVE; CONTINUING THENCE SOUTHWESTERLY ALONG A CURVED LINE, TANGENT TO LAST DESCRIBED LINE, CONVEXED TO THE NORTHWEST, AND HAVING A RADIUS OF 311.60 FEET, A DISTANCE OF 219.90 FEET (ARC) TO THE EAST LINE OF THE WEST 303 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 22; THENCE SOUTH ALONG THE EAST LINE OF SAID 303 FEET, A DISTANCE OF 170.55 FEET TO THE SOUTH LINE OF AFORESAID SOUTHWEST 1/4; THENCE CONTINUING SOUTH INTO THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 143.12 FEET; THENCE EAST AT AN ANGLE OF 90°00'01" , AS MEASURED FROM SOUTH TO EAST WITH LAST COURSE, A DISTANCE

OF 68.71 FEET; THENCE NORTH AT AN ANGLE OF 90°47'30" AS MEASURED FROM WEST TO NORTHWEST COURSE, A DISTANCE OF 18.26 FEET; THENCE EAST AT AN ANGLE OF 90°44' AS MEASURED FROM SOUTH TO EAST WITH LAST COURSE, A DISTANCE OF 91.54 FEET; THENCE NORTH AT RIGHT ANGLES TO LAST COURSE, A DISTANCE OF 52.92 FEET; THENCE EAST AT RIGHT ANGLES TO LAST COURSE, A DISTANCE OF 172.12 FEET TO THE WEST LINE OF SOUTH KILBOURN AVENUE BEING A LINE DROWN PARALLEL WITH AND 43.08 FEET WEST OF THE WEST LINE OF THE EAST 10 ACRES OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE NORTH ALONG SAID WEST LINE, A DISTANCE OF 70.82 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 2.13 FEET TO A POINT OF BEGINNING, EXCEPT THAT PART LYING SOUTH OF THE NORTH LINE OF WEST 14 TH STREET.

PART OF P.I.N. 16-22-106-017-0000 (part of)

PARCEL 2:

PART OF A CERTAIN TRACT OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE WEST 303.0 FEET THEREOF) OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, CONVEYED BY W. A. JONES FOUNDRY AND MACHINE COMPANY TO THE CULLEN FREISTEDT COMPANY, BY WARRANTY DEED DATED JANUARY 9, 1919, AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS JANUARY 9, 1919 AS DOCUMENT NUMBER 6446431 IN BOOK 15219 PAGE 50, SAID PART BEING DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF THE WEST 303.0 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AT POINT 267.0 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE EAST ON A LINE AT RIGHT ANGLES TO SAID EAST LINE OF THE WEST 303.0 FEET, 114.0 FEET TO A POINT; THENCE SOUTH ON A PARALLEL TO THE EAST LINE OF THE WEST 303.0 FEET AFORESAID, 38.25 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF A 16.0 FOOT RIGHT OF WAY FOR SWITCH TRACK; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 329.33 FEET, A DISTANCE OF 183.36 FEET MORE OR LESS TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 303.0 FEET AFORESAID; THENCE NORTH ON EAST LINE OF THE WEST 303.0 FEET, 178.75 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRIANGULAR PIECE OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 303.0 FEET AFORESAID, 267.0 FEET SOUTH; THENCE EAST ON A LINE AT RIGHT ANGLES TO SAID LINE 32.33 FEET TO A POINT; THENCE SOUTHWESTERLY ON A CURVED LINE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 346.0 FEET, A DISTANCE OF 80.91 FEET TO AN INTERSECTION WITH THE SAID EAST LINE OF THE WEST 303.0 FEET; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 303.0 FEET, 74.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-22-106-004-0000

**Addresses:**

1318 S. Kilbourn Avenue,  
1318 S. Kilbourn Avenue (partial),  
1256 S Kilbourn Avenue,  
Chicago, Illinois 60623

**(sub) EXHIBIT 2 to Joint Order Escrow Agreement**

Disbursement Direction

I, Miguel A. Saltijeral, the President of Industrial Fence, Inc., hereby direct \_\_\_\_\_, Escrowee, under its Escrow Number \_\_\_\_\_ to pay to Industrial Fence, Inc. the sum of \$ \_\_\_\_\_ from the cash deposit held in said Escrow.

Dated: \_\_\_\_\_

Industrial Fence, Inc.

By: \_\_\_\_\_  
Name: Miguel A. Saltijeral  
Its: President

I, \_\_\_\_\_, the \_\_\_\_\_ [Commissioner / Deputy Commissioner] of the City of Chicago Department of Assets, Information and Services, hereby authorize the disbursement requested above approving its payment as so directed.

Dated: \_\_\_\_\_

City of Chicago, acting by and through its  
Department of Assets, Information and  
Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**(sub) EXHIBIT 3 to Joint Order Escrow Agreement**

The undersigned has served as the general contractor or remediation contractor to Industrial Fence, Inc. (the "Purchaser") and hereby certifies that the accompanying joint written order seeks funds to reimburse the Purchaser for "Approved Project Costs" incurred by Purchaser for the "Remediation Work," as defined in Exhibit 4 of Joint Order Escrow Agreement, number \_\_\_\_\_, dated \_\_\_\_\_, 2022.

Dated: \_\_\_\_\_

\_\_\_\_\_  
[general contractor or remediation contractor]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(sub) EXHIBIT 4 to Joint Order Escrow Agreement**

**APPROVED PROJECT COSTS**

The funds in the Joint Order Escrow Account will be used solely to reimburse the Purchaser for the following categories of environmental costs incurred by the Purchaser in the performance of City-approved Remediation Work:

- i. Repair/restoration costs of existing engineered barriers covered by the NFR letter dated November 23, 1998; and
- ii. Incremental costs for disposal of the construction spoils, defined as the difference between tipping fees for clean construction or demolition debris and tipping fees for special waste;
- iii. Environmental consultant costs and Site Remediation Program fees; and
- iv. Other environmental costs as pre-approved by Department of Assets, Information and Services.

Such environmental costs must be based on the Purchaser's actual costs, verified by actual receipts, with no markup by the Purchaser for these costs. Such receipts must include hourly billing rates for the prime environmental consultant and any environmental subcontractors hourly billing rates proposed by the Purchaser and approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed. Such receipts must include tonnage and price per ton for disposal and import, and unit costs for all other costs.

**(sub) EXHIBIT 5 to Joint Order Escrow Agreement**

**DEFINITIONS**

**“Environmental Laws”** means all Laws (as defined below) relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (“CERCLA”), the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the common law, including, without limitation, trespass and nuisance.

**“Hazardous Substances”** means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

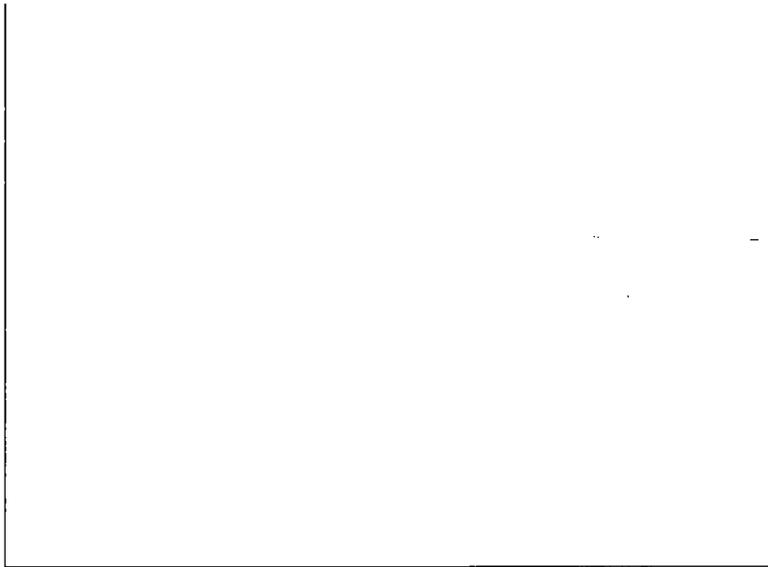
**“Laws”** means any and all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

**“Remediation Work”** means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to repair an engineered barrier on portions of the Property, in accordance with the terms and conditions of the NFR letter dated November 23, 1998, and all applicable Laws, including, without limitation, all applicable Environmental Laws.

**EXHIBIT C**

**FORM DEED**

**QUITCLAIM DEED  
(Vacant Land)**



(The Above Space for Recorder'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).**

**GRANTOR, CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (the "Grantor" or "City"), for the consideration of Six Hundred Fifteen Thousand Five Hundred Twenty-Eight and No/100 Dollars (\$615,528.00) conveys and quitclaims all interest in the real property legally described and identified on Exhibit 1 attached hereto ("Property"), pursuant to an ordinance adopted by the City Council of the City ("City Council") on \_\_\_\_\_, 2022, and published in the Journal of Proceedings of the City Council for such date at pages \_\_\_\_\_ through \_\_\_\_\_, to **INDUSTRIAL FENCE, INC.** ("Grantee"), an Illinois corporation, with a principal business address of 1300 S. Kilbourn Avenue, 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 expressly subject to the following conditions and covenants which are a part of the consideration for the Property and which are to be taken and construed as running with the land and binding on Grantee and Grantee's successors and assigns:

**FIRST:** The Valspar Corporation has obtained a No Further Remediation (NFR) letter dated November 23, 1998 from the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP). The NFR letter was conditioned upon the use and maintenance of certain engineered barriers at the Property.

Grantee acknowledges and agrees that the City will not permit occupancy of the Property until the City has approved (which approval shall not be unreasonably withheld), in writing, the engineer barrier that Grantee caused to be repaired on portions of the Property required by the NFR letter dated November 23, 1998.

The engineered barrier must be maintained and regularly inspected for any surface cracks or damage which must be repaired immediately.

Should the use of the Property change from commercial to residential, Grantee covenants, on behalf of itself and its successors and assigns, to complete all "Remediation Work" to obtain a Final Comprehensive Residential No Further Remediation Letter.

For purposes of this covenant **FIRST:**

"Environmental Laws" means all Laws (as defined below) relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the common law, including, without limitation, trespass and nuisance.

"Laws" means any and all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

"Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to comply with the terms and conditions of the NFR letter dated November 23, 1998, and all applicable Laws, including, without limitation, all applicable Environmental Laws.

**SECOND:** The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of

the property or the suitability of the Property for any purpose whatsoever. Grantee acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Property and accepts the risk that any inspection may not disclose all material matters affecting the Property. Grantee hereby accepts the Property in its "AS IS", "WHERE IS" and "WITH ALL FAULTS" condition, with all faults and defects, latent or otherwise, and the City has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to Grantee, with respect to the structural, physical or environmental condition of the value of the Property, its compliance with any statute, ordinance or regulation, or its habitability, suitability, merchantability or fitness for any purpose whatsoever. Grantee acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. Grantee agrees that it is its sole responsibility and obligation to perform at its expense any environmental remediation work and take such other action as is necessary to put the Property (or any portion thereof) in a condition which is suitable for its intended use

Grantee acknowledges and agrees that City is not liable for, or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Property (or any portion thereof) made or furnished by any real estate agent, broker, employee, or other person representing or purporting to represent the City, including, without limitation, with respect to the physical condition, size, zoning, income potential, expenses or operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof.

**THIRD:** For purposes of this covenant Third, "Losses" means any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, actions, suits, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses, costs of investigation, and court costs). Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (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 which the 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 Materials, or threatened release, emission or discharge of Hazardous Materials; (ii) the structural, physical or environmental condition of

the Property, including, without limitation, the presence or suspected presence of Hazardous Materials in, on, under or about the Property or the migration of Hazardous Materials 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 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"); provided, however, the foregoing release shall not apply to the extent such Losses are proximately caused by the gross negligence or willful misconduct of the City following the date of this deed. Furthermore, Grantee shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnified Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Grantee Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims, except as provided in the immediately preceding sentence for the City's gross negligence or willful misconduct following the date of this deed. The Grantee Parties waive their rights of contribution and subrogation against the Indemnified Parties.

This covenant of release numbered **THIRD** shall run with the Property, and shall be binding upon all successors and assigns of Grantee with respect to the Property, 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. 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, Grantee and any of the Grantee Parties shall not assert that those obligations must be satisfied in whole or in part by the City, because this covenant numbered **THIRD** contains a full, complete and final release of all such claims, except as provided in such covenant for the City's gross negligence or willful misconduct following the date of this deed.

**FOURTH:** Grantee shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or any part thereof.

**FIFTH:** Grantee acknowledges that if Grantee (or its successors or assigns) develops the Property with a "residential housing project," as that term is defined in Section 2-44-085 of the Municipal Code of Chicago (the "Affordable Requirements Ordinance"), Grantee (or its successors or assigns) shall be obligated to comply with the Affordable Requirements Ordinance.

[SIGNATURE PAGE FOLLOWS]



**(sub) EXHIBIT 1 to Deed**

**Legal Description**

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

**PARCEL 1-A:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 (EXCEPT THAT PART OF PARCEL 1 LYING SOUTH OF THE NORTH LINE OF WEST 14 TH. STREET) AS CREATED BY AGREEMENT MADE BY W. A. JONES FOUNDRY AND MACHINE COMPANY, AN ILLINOIS CORPORATION, WITH ARMSTRONG PAINT AND VARNISH WORKS, AN ILLINOIS CORPORATION DATED AUGUST 14, 1919, AND RECORDED OCTOBER 2, 1919 AS DOCUMENT NUMBER 6636309 FOR SWITCH TRACK PURPOSES OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED PREMISES:

A 16 FOOT STRIP OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, THE SOUTH LINE OF WHICH 16 FOOT STRIP IS COINCIDENT WITH THE NORTH LINE OF PARCEL 1 ABOVE DESCRIBED, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-22-106-005-0000

**PARCEL 1-B:**

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND THE WEST LINE OF SOUTH KILBOURN AVENUE, SAID POINT BEING 33 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH ALONG THE SAID WEST LINE, BEING A LINE PARALLEL WITH SAID SOUTHWEST 1/4, A DISTANCE OF 493.92 FEET TO A POINT ON THE SOUTH LINE OF A 16 FOOT EASEMENT FOR A SWITCH TRACK; THENCE SOUTHWESTERLY ALONG SOUTHERLY LINE OF SAID EASEMENT (SAID SOUTHERLY LINE FORMING AN ANGLE OF 55°02' MEASURED FROM SOUTH TO WEST WITH THE SAID WEST LINE), A DISTANCE OF 253.40 FEET TO A POINT OF CURVE; CONTINUING THENCE SOUTHWESTERLY ALONG A CURVED LINE, TANGENT TO LAST DESCRIBED LINE, CONVEXED TO THE NORTHWEST, AND HAVING A RADIUS OF 311.60 FEET, A DISTANCE OF 219.90 FEET (ARC) TO THE EAST LINE OF THE WEST 303 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 22; THENCE SOUTH ALONG THE EAST LINE OF SAID 303 FEET, A DISTANCE OF 170.55 FEET TO THE SOUTH LINE OF AFORESAID SOUTHWEST 1/4; THENCE CONTINUING SOUTH INTO THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 143.12 FEET; THENCE EAST AT AN ANGLE OF 90°00'01" , AS MEASURED FROM SOUTH TO EAST WITH LAST COURSE, A DISTANCE OF 68.71 FEET; THENCE NORTH AT AN ANGLE OF 90°47'30" AS MEASURED FROM WEST

TO NORTHWEST COURSE, A DISTANCE OF 18.26 FEET; THENCE EAST AT AN ANGLE OF 90°44' AS MEASURED FROM SOUTH TO EAST WITH LAST COURSE, A DISTANCE OF 91.54 FEET; THENCE NORTH AT RIGHT ANGLES TO LAST COURSE, A DISTANCE OF 52.92 FEET; THENCE EAST AT RIGHT ANGLES TO LAST COURSE, A DISTANCE OF 172.12 FEET TO THE WEST LINE OF SOUTH KILBOURN AVENUE BEING A LINE DROWN PARALLEL WITH AND 43.08 FEET WEST OF THE WEST LINE OF THE EAST 10 ACRES OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE NORTH ALONG SAID WEST LINE, A DISTANCE OF 70.82 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 2.13 FEET TO A POINT OF BEGINNING, EXCEPT THAT PART LYING SOUTH OF THE NORTH LINE OF WEST 14 TH STREET.

PART OF P.I.N. 16-22-106-017-0000 (part of)

PARCEL 2:

PART OF A CERTAIN TRACT OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE WEST 303.0 FEET THEREOF) OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, CONVEYED BY W. A. JONES FOUNDRY AND MACHINE COMPANY TO THE CULLEN FREISTEDT COMPANY, BY WARRANTY DEED DATED JANUARY 9, 1919, AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS JANUARY 9, 1919 AS DOCUMENT NUMBER 6446431 IN BOOK 15219 PAGE 50, SAID PART BEING DESCRIBED AS FOLLOWS:

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P.I.N. 16-22-106-004-0000



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