

EXHIBIT D
FORM OF DEED

QUITCLAIM DEED
(Vacant Land)

(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 CODE SECTION 74-106(2); 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 **\$1**, conveys and quitclaims all right, title and interest in the real property legally described and identified on **Exhibit A** attached hereto ("**Property**"), pursuant to ordinance [**ordinance #**] adopted by the City Council of the City ("**City Council**") on [date] , and published in the Journal of the Proceedings of the City Council for such date at pages [####] through [####], to **IN GOOD COMPANY CHICAGO**, an Illinois not for profit corporation ("**Buyer**" or "**Grantee**"), having a principal address at 1204 North Kedzie Avenue, Chicago, Illinois 60651.

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

1. **Covenant to Operate Urban Agriculture Project; Transfer Prohibition.** Grantee shall improve the Property with the urban agriculture project described in Grantee's ChiBlockBuilder application and approved by the City's Department of Planning and Development ("DPD"). The urban growing operations must be fully operational within five (5) years from the date of this Deed (the "**Development Period**"). "Fully operational" means the land must be producing food for sale or donation to communities experiencing a lack of access to healthy foods. Grantee must submit proof of compliance with this covenant annually to the City's Department of Business Affairs and Consumer Protection ("**BACP**") during the Development Period, and thereafter the project must remain fully operational until the 10th anniversary of the date of this Deed (the "**Compliance Period**"). Grantee must actively maintain the property during the Compliance Period, including maintenance of soil beds, fencing, and hoop houses, weed removal, and growing produce and must comply with the City's urban agriculture requirements. No biosolids or biosolids-based products may be imported to the Property from a wastewater treatment facility or other source if the Property is currently used for or is intended to be used for urban agriculture or cultivation of produce for human consumption due to the potential presence of Per- and Polyfluoroalkyl Substances, also known as PFAS contamination, in sewage sludge. During the Compliance Period, Grantee may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion, directly or indirectly sell, transfer, convey, lease or otherwise dispose of the Property or any interest therein. If Grantee fails to comply with any of the foregoing conditions, 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 ten (10) years following the date of this Deed.
2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("**Bureau**"), has conducted a limited review ("**Limited Review**") of certain City records and other information ("**Review Documents**") in an effort to identify potential environmental concerns associated with the Property. Grantee acknowledges and agrees that Grantee has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Grantee for inspection and copying upon request.
3. **Limited Nature of City's Limited Review.** Grantee acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the Property are consistent with the Bureau's summary of its Limited Review. Grantee acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the Property, and that the City's review of the Review Documents was limited. Grantee acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the

condition of the Property, and that there may be other conditions, uses, and sources or types of contamination affecting the Property. Grantee acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the Property.

4. **Historic Contamination of Urban Land.** Grantee acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as (a) buried demolition debris containing lead-based paint or asbestos, (b) underground heating oil tanks, (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses, (d) illegal dumping, (e) nearby railroad operations, and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. 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, "*Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils*," EPA 542/F-10/011 (Spring 2011).
5. **"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, including without limitation, the Limited Review, the Review Documents and any summary thereof. Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property Lots, 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.
6. **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.
7. **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.

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 _____, 2025.

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 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, the Mayor of the City, 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 _____, 2025.

Notary Public

THIS INSTRUMENT WAS
PREPARED BY:

MAIL DEED AND SUBSEQUENT TAX BILLS
TO:

City of Chicago
Department of Law, Real Estate Division

In Good Company Chicago
1204 N. Kedzie Ave.

121 North LaSalle Street, Room 600
Chicago, Illinois 60602

Chicago, IL 60651

(SUB) EXHIBIT A

LEGAL DESCRIPTION

See Exhibit A to Ordinance.