

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, on April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, pursuant to the Open Space Ordinance, the City's Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance) in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, the City's Department of Planning and Development ("DPD") has determined that the Fee-Paying Developments built in the East Garfield Park Community Area have deepened the already significant deficit of open space in the East Garfield Park Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 and appearing on pages 69309-69311 of the Journal of the Proceedings of the City Council of the same date; and

WHEREAS, NeighborSpace, an Illinois not-for-profit corporation (the "Grantee"), is dedicated to preserving and developing open space; and

WHEREAS, Grantee has proposed to acquire from the City, for \$1 per parcel, the two (2) parcels identified and legally described on Exhibit A attached hereto (the "City Lots") and to construct a two-site community garden, to be known as the Garfield Park Community Orchards, on the City Lots (the "Project"); and

WHEREAS, in an effort to attract and reach potential buyers and create a more competitive process, DPD created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined purchase prices and online application materials; and

WHEREAS, DPD sought alternative proposals for the City Lots using the public notice

section of the ChiBlockBuilder website; and

WHEREAS, DPD accepted alternative applications for the City Lots beginning on April 1, 2026, and ending on May 18, 2026 (the "Application Period"); and

WHEREAS, a public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the Chicago Tribune on April 1, 14 and 29, and May 15, 2026; and

WHEREAS, there were no competing applications submitted for the City Lots; and

WHEREAS, DPD desires to convey the City Lots to Grantee subject to a deed restriction requiring Grantee to improve the City Lots with the Project; and

WHEREAS, the City desires to grant to the Grantee certain Open Space Fee proceeds to pay or reimburse the Grantee for the Project; and

WHEREAS, DPD desires to provide to the Grantee Open Space Fee proceeds in the amount of \$411,544 from the East Garfield Park Community Area for the Project; and

WHEREAS, the Open Space Ordinance requires that Open Space Fee proceeds be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the Open Space Fees are collected; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fee proceeds be expended within the same or a contiguous community area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fee proceeds will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, DPD has agreed to use Open Space Fee proceeds to pay for site preparation and environmental remediation costs relating to the Project; and

WHEREAS, DPD has determined that the use of the Open Space Fee proceeds to assist the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fee proceeds used for the Project will come from the specific funds set up by DOF for the corresponding Community Areas in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, DPD has recommended that the City Council make a finding that the expenditure of the Open Space Fee proceeds as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made part of this ordinance as though fully set forth herein.

SECTION 2. The City Council hereby finds that the expenditure of Open Space Fee

proceeds will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fee proceeds.

SECTION 3. The Commissioner of Planning and Development (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to enter into an agreement with the Grantee in connection herewith, in substantially the form attached hereto as Exhibit B and made a part hereof, with such changes, deletions and insertions as shall be approved by the persons executing the agreement, and to provide Open Space Fee proceeds to the Grantee in an amount not to exceed \$411,544, from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fee proceeds in the amount of \$411,544 from the East Garfield Park Community Area are hereby appropriated for the purposes described herein.

SECTION 5. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots 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 each Deed, the conveyance of the City Lots 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 Grantee's 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 each City Lot 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):

- a. Covenant to Improve City Lots with Open Space Project; Restriction on Conveyance. Grantee shall (a) improve the City Lots with the open space project described in Grantee's ChiBlockBuilder application and approved by DPD within one (1) year from the date of this Deed; (b) maintain the City Lots in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign, or otherwise transfer the City Lots. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. Additionally, 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. If any of these conditions are not met, the City may record a notice of default against the City Lot 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 City Lot 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 City Lot 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.
- b. 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 City Lot. 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.

- c. 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 City Lot 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 City Lot, 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 City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. 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 City Lot.
- d. 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).
- e. "As Is," "Where Is" and "With All Faults" Conveyance. Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the City Lot 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 City Lot, 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 City Lot is being conveyed, and Grantee accepts the City Lot, 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 City Lot or the suitability of the City Lot for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.
- f. 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 City Lot.

- g. 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 City Lot 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 City Lot and Grantee's use, maintenance, and transfer of the City Lot.

SECTION 6. The Commissioner and a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the land conveyance 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 with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 8. This ordinance shall be in full force and effect from and after the date of its passage and approval.