



Rep. Patrick J Verschoore

Filed: 4/19/2007

09500HB1716ham005

LRB095 06381 AJ0 34974 a

1 AMENDMENT TO HOUSE BILL 1716

2 AMENDMENT NO. _____. Amend House Bill 1716, AS AMENDED,
3 immediately below the last line of Section 80, by inserting the
4 following:

5 "Section 85. Upon the payment of the sum of \$4,766,666 to
6 the State of Illinois, Grantor, and subject to the conditions
7 set forth in Section 900 of this Act, the Secretary of the
8 Department of Transportation is authorized to convey by
9 quitclaim deed all right, title and interest in and to the
10 following described land in Cook County, Illinois, to the City
11 of Chicago, Grantee.

12 Parcel No. OZZ0737

13 A parcel of land comprising parts of Lots 6, 7, 8, 9, 11, 22, 24
14 and all of Lots 10 and 23 in Elijah K. Hubbard's Subdivision of
15 Block 16, and parts of Lots 6, 8 and all of Lot 7 in Elijah K.

1 Hubbard's Subdivision of Block 15, together with part of
2 Vacated Cabrini Street and Vacated Arthington Street, all in
3 Section 16, Township 39 North, Range 14 East of the Third
4 Principal Meridian, described as follows: Commencing at a Iron
5 Pipe Found at the Northwest corner of Lot 11 in Elijah K.
6 Hubbard's Subdivision of Block 15; thence South 89 degrees 43
7 minutes 02 seconds East along said South line of Vacated
8 Arthington Street, 30.00 feet; thence North 00 degrees 35
9 minutes 07 seconds East along a line 30 feet East of and
10 Parallel to the West line of Lot 6 in Elijah K. Hubbard's
11 Subdivision of Block 15 extended southerly to a point on the
12 centerline of Vacated Arthington Street also being the Point of
13 Beginning; thence continuing North 00 degrees 35 minutes 07
14 seconds East along a line 30 feet East of and Parallel to the
15 West line of said Lots 6 and 22 in Elijah K. Hubbard's
16 Subdivision of Block 15 and the West line of said Lots 6 and 11
17 in Elijah K. Hubbard's Subdivision of Block 16, 500.53 feet to
18 a Point on the South line of Polk Street being 30 feet East of
19 the Northwest corner of Lot 6 in Elijah K. Hubbard's
20 Subdivision of Block 16; thence South 89 degrees 02 minutes 29
21 seconds East along the South line of Polk Street, 100.00 feet
22 to the intersection with the West line of South Des Plaines
23 Street (as widened); thence South 00 degrees 35 minutes 07
24 seconds West, 499.35 feet to a point on the centerline of
25 Vacated Arthington Street; thence North 89 degrees 43 minutes
26 02 seconds West along the centerline of Vacated Arthington

1 Street, 100.00 feet to the Point of Beginning, in Cook County,
2 Illinois.

3 Containing 1.148 acres, more or less.

4 It is understood and agreed that there is no existing right of
5 access nor will access be permitted in the future by the State
6 of Illinois, Department of Transportation, from or over the
7 premises above described to and from FAI Route 90/94,
8 previously declared a freeway.

9 and,

10 The Property is conveyed AS-IS, WHERE-IS, WITH ALL FAULTS, AND
11 WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR
12 IMPLIED, AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR
13 ITS SUITABILITY OR SUFFICIENCY FOR THE GRANTEE'S INTENDED USES
14 AND PURPOSES. Grantee acknowledges that adverse physical,
15 economic or other conditions (including without limitation,
16 adverse environmental soils and ground-water conditions),
17 either latent or patent, may exist on the property and assumes
18 the Grantor's responsibility for all environmental conditions
19 of the property, known or unknown, including but not limited to
20 responsibility, if any, for investigation, removal or
21 remediation actions relating to the presence, release or
22 threatened release of any hazardous substance or other

1 environmental contamination relating to the property. The
2 Grantee also releases, covenants not to sue, and shall
3 indemnify, defend, and hold the Grantor and its past, present
4 and future officials, employees, and agents, harmless from and
5 against any and all claims, demands, penalties, fees, damages,
6 losses, expenses (including but not limited to fees and costs
7 of regulatory agencies, attorneys, contractors and
8 consultants), and liabilities arising out of, or in any way
9 connected with, the condition of the property including but not
10 limited to any alleged or actual past, present or future
11 presence, release or threatened release of any hazardous
12 substance in, on, under or emanating from the property, or any
13 portion thereof or improvement thereon, from any cause
14 whatsoever; it being intended that the Grantee shall so
15 indemnify the Grantor and such personnel without regard to any
16 fault or responsibility of the Grantor or the Grantee. The
17 obligation to complete all environmental investigation,
18 removal or remediation of the property and the
19 acknowledgements, releases, and covenants herein touch and
20 concern the property, are intended to run with the land and
21 bind the Grantee and Grantee's successors and assigns, and
22 inure to the benefit of the Grantor and its successors and
23 assigns.

24 For purposes of this COVENANT, the term "Hazardous Substance"
25 shall mean petroleum products and compounds containing them;

1 flammable materials; radioactive materials; polychlorinated
2 biphenyls ("PCBs") and compounds containing them; lead;
3 asbestos or asbestos-containing materials in any friable form;
4 underground or above-ground storage tanks; and any substance or
5 material that is now or hereafter becomes regulated under any
6 federal, State, or local statute, ordinance, rule, regulation,
7 or other law relating to environmental protection,
8 contamination or cleanup.

9 The Grantee's release and covenant not to sue shall include
10 both claims by the Grantee as original plaintiff against the
11 Grantor and any cross-claims, third-party claims or other
12 claims against the Grantor by the Grantee based upon claims
13 made against the Grantee by any third parties. The obligation
14 to indemnify and defend shall include, but not be limited to,
15 any liability of the Grantor to any and all federal, State or
16 local regulatory agencies or other persons or entities for
17 remedial action costs and natural resources damages claims.
18 This COVENANT means that the Grantee accepts the property
19 "as-is, where-is and with-all-faults," and that the Grantee
20 assumes all responsibility of the Grantor to investigate,
21 remove and remediate any contamination and other adverse
22 environmental conditions on the property, and has no recourse
23 against the Grantor or any of its officers, employees or agents
24 for any claim or liability with respect to the property.

1 This COVENANT shall apply regardless of whether or not the
2 Grantee is culpable, negligent or in violation of any law,
3 ordinance, rule or regulation. Nothing herein shall release,
4 discharge or affect any rights or causes of action that the
5 Grantor or the Grantee may have against any other person or
6 entity, except as otherwise expressly stated herein, and each
7 of the parties reserves all such rights including, but not
8 limited to, claims for contribution or cost recovery relating
9 to any hazardous substance in, on, under or emanating from the
10 property.

11 Section 90. Upon the payment of the sum of \$578,667 to the
12 State of Illinois, Grantor, and subject to the conditions set
13 forth in Section 900 of this Act, the Secretary of the
14 Department of Transportation is authorized to convey by
15 quitclaim deed all right, title and interest in and to the
16 following described land in Cook County, Illinois, to the City
17 of Chicago, Grantee.

18 Parcel No. 0ZZ0326

19 That part of the Southeast Quarter of Section 2, Township 37
20 North, Range 14 East of the Third Principal Meridian, in Cook
21 County, Illinois, described as follows:

22 Commencing at the intersection of the north right of way line

1 of 95th Street with the west right of way line of Stony Island
2 Avenue; thence on an assumed bearing of North 01 degree 24
3 minutes 01 second West, on said west right of way line, 40.00
4 feet to the Point of Beginning; thence South 43 degrees 29
5 minutes 11 seconds West, 28.34 feet; thence South 88 degrees 22
6 minutes 22 seconds West, parallel with the north right of way
7 line of said 95th Street, 246.08 feet; thence North 01 degree
8 37 minutes 38 seconds West, 150.01 feet; thence North 88
9 degrees 22 minutes 27 seconds East, 266.67 feet to the west
10 right of way line of said Stony Island Avenue; thence South 01
11 degree 24 minutes 01 second East, on said west right of way
12 line, 130.00 feet to the Point of Beginning.

13 Said parcel containing 0.9127 acre, more or less.

14 Subject to the following;

15 No access will be permitted to the subject property from Stony
16 Island Avenue. A right-in/right-out only driveway will be
17 permitted from 95th Street.

18 and,

19 The Property is conveyed AS-IS, WHERE-IS, WITH ALL FAULTS, AND
20 WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR
21 IMPLIED, AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR

1 ITS SUITABILITY OR SUFFICIENCY FOR THE GRANTEE'S INTENDED USES
2 AND PURPOSES. Grantee acknowledges that adverse physical,
3 economic or other conditions (including without limitation,
4 adverse environmental soils and ground-water conditions),
5 either latent or patent, may exist on the property and assumes
6 the Grantor's responsibility for all environmental conditions
7 of the property, known or unknown, including but not limited to
8 responsibility, if any, for investigation, removal or
9 remediation actions relating to the presence, release or
10 threatened release of any hazardous substance or other
11 environmental contamination relating to the property. The
12 Grantee also releases, covenants not to sue, and shall
13 indemnify, defend, and hold the Grantor and its past, present
14 and future officials, employees, and agents, harmless from and
15 against any and all claims, demands, penalties, fees, damages,
16 losses, expenses (including but not limited to fees and costs
17 of regulatory agencies, attorneys, contractors and
18 consultants), and liabilities arising out of, or in any way
19 connected with, the condition of the property including but not
20 limited to any alleged or actual past, present or future
21 presence, release or threatened release of any hazardous
22 substance in, on, under or emanating from the property, or any
23 portion thereof or improvement thereon, from any cause
24 whatsoever; it being intended that the Grantee shall so
25 indemnify the Grantor and such personnel without regard to any
26 fault or responsibility of the Grantor or the Grantee. The

1 obligation to complete all environmental investigation,
2 removal or remediation of the property and the
3 acknowledgements, releases, and covenants herein touch and
4 concern the property, are intended to run with the land and
5 bind the Grantee and Grantee's successors and assigns, and
6 inure to the benefit of the Grantor and its successors and
7 assigns.

8 For purposes of this COVENANT, the term "Hazardous Substance"
9 shall mean petroleum products and compounds containing them;
10 flammable materials; radioactive materials; polychlorinated
11 biphenyls ("PCBs") and compounds containing them; lead;
12 asbestos or asbestos-containing materials in any friable form;
13 underground or above-ground storage tanks; and any substance or
14 material that is now or hereafter becomes regulated under any
15 federal, State, or local statute, ordinance, rule, regulation,
16 or other law relating to environmental protection,
17 contamination or cleanup.

18 The Grantee's release and covenant not to sue shall include
19 both claims by the Grantee as original plaintiff against the
20 Grantor and any cross-claims, third-party claims or other
21 claims against the Grantor by the Grantee based upon claims
22 made against the Grantee by any third parties. The obligation
23 to indemnify and defend shall include, but not be limited to,
24 any liability of the Grantor to any and all federal, State or

1 local regulatory agencies or other persons or entities for
2 remedial action costs and natural resources damages claims.
3 This COVENANT means that the Grantee accepts the property
4 "as-is, where-is and with-all-faults," and that the Grantee
5 assumes all responsibility of the Grantor to investigate,
6 remove and remediate any contamination and other adverse
7 environmental conditions on the property, and has no recourse
8 against the Grantor or any of its officers, employees or agents
9 for any claim or liability with respect to the property.

10 This COVENANT shall apply regardless of whether or not the
11 Grantee is culpable, negligent or in violation of any law,
12 ordinance, rule or regulation. Nothing herein shall release,
13 discharge or affect any rights or causes of action that the
14 Grantor or the Grantee may have against any other person or
15 entity, except as otherwise expressly stated herein, and each
16 of the parties reserves all such rights including, but not
17 limited to, claims for contribution or cost recovery relating
18 to any hazardous substance in, on, under or emanating from the
19 property.".