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Cook County Recorder 49.50



0010112990

Project No. 071-55155  
Wentworth Gardens Apartments  
Chicago Heights, IL

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

**SPECIAL WARRANTY DEED**

That, Andrew M. Cuomo, Secretary of Housing and Urban Development (hereinafter referred to as Grantor) whose address is 801 Cherry Street, Ft. Worth, TX 76102, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations, to him in hand paid, the receipt of which is hereby acknowledged, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the **Housing Authority of the County of Cook**, (hereinafter referred to as Grantee) whose address is 310 S. Michigan Avenue, Chicago, IL 60604, all the following described property situated in the City of Chicago Heights, County of Cook, State of Illinois, and more particularly described on the attached Exhibit "A" together with all improvements situated thereon, and;

TO HAVE AND TO HOLD, the above described property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said Grantee, its successors and assigns forever.

SUBJECT to and as AFFECTED by, however, all covenants, easements, restrictions, reservations, conditions and rights appearing of record; and SUBJECT to any state of facts which an accurate survey would show.

GRANTOR hereby binds himself, his successors and assigns, to WARRANT and forever DEFEND, with the exceptions stated above, all and singular, the said property unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

SAID premises shall be subject to the following:

**EXEMPTION APPROVED**

CITY CLERK  
CITY OF CHICAGO HEIGHTS

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## I. ENFORCEMENT

The covenants set forth in this Deed shall run with the land hereby conveyed and, to the fullest extent permitted by law and equity, shall be binding for the benefit and in favor of and enforceable by the Grantor and his successors in office.

The Grantor shall be entitled to (a) institute legal action to enforce performance and observance of these covenants, (b) enjoin any acts which are violative of these covenants, and (c) exercise any other legal or equitable right or remedy with respect to these covenants.

In addition, the covenants, if any, set forth in this Deed relating to Section 8 assistance shall be enforceable by any tenant or applicant eligible for assistance under the Section 8 program.

It is understood that the Grantee does not currently have funds available to redevelop the property which is the subject matter of this deed. However, it is recognized and understood that the Grantee will take reasonable steps to formulate and propose a redevelopment plan as resources become available for covenants, which deed and covenants may be amended at the request of the Grantee and with the consent and approval of the Grantor at the appropriate time.

## II. RESTRICTIONS ON DISCRIMINATION AGAINST SECTION 8 CERTIFICATE AND VOUCHER HOLDERS

### Nondiscrimination Against Section 8 Certificate Holders and Voucher Holders

In order to comply with Section 204 of the Housing and Community Development Amendments of 1978, 12 USC §1701z-12, as amended, the Grantor, for itself, its successors and assigns, agrees not to unreasonably refuse to lease a dwelling unit offered for rent, offer or sell cooperative stock, or otherwise discriminate in the terms of tenancy or cooperative purchase and sale because any tenant or purchaser is the holder of a Certificate of Family Participation or a Voucher under Section 8 of the United States Housing Act of 1937 (42 USC §1437f), or any successor legislation (hereinafter referred to as Section 8). This provision is limited in its application, for tenants or applicants with Section 8 Certificates or their equivalent (other than Vouchers), to those units which rent for an amount not greater than the Section 8 fair market rent for a comparable unit in the area as determined by the Grantor.

This covenant shall bind the Grantee, its successors, assigns and purchasers for value, for a period of twenty (20) years from the date of this Deed. In the event of a breach or a threatened breach of this covenant, the Grantor, his successors in office and/or one or more third-party beneficiaries, shall be entitled to institute legal action to enforce performance and observance of such covenant and to enjoin any acts which are violative of such covenant. For the purposes of this covenant, a third-party beneficiary shall be any person who holds a Certificate of Family Participation or a Voucher under Section 8 or any equivalent document under successor legislation.

## III. REDEVELOPMENT PLAN

The Grantee covenants that the site will be redeveloped in accordance with the following:

- (a) Reconstruct affordable housing for low to moderate income persons. The actual number to be constructed will be determined by market conditions and feasibility analysis performed by

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Grantee or its designee. A copy of the redevelopment plan will be provided to the Grantor as soon as available.

- (b) Provide life-management skills for new home owners, whose income is at or below 80 percent of the income. Such training may include, but is not limited to: paying bills, managing time, preparing time, preparing and maintaining a within income limits, and routine home maintenance procedures.
- (c) Examine the need for improvements in the transportation system.
- (d) Ensure all sales, both commercial and residential, are in compliance with all county laws and regulation.

## IV. AFFORDABILITY OF UNITS

The Grantee covenants:

1. (a) That eighty percent (80%) of the single family homes developed on the site of the Wentworth Gardens Apts. project shall be affordable as defined herein, unless otherwise approved by the Grantor in writing.
  - (b) That one hundred percent (100%) of the site shall be developed for single family residential with the exception of the north end of the site which will be deeded to private parties for additional parking for neighboring commercial interest and small commercial developments, as set forth in the Inter-Governmental Cooperation Agreement by and between the Housing Authority of the County of Cook and the Housing Authority of Chicago Heights which agreement is attached hereto, incorporated herein, by reference and marked Exhibit A. This 100 percent restriction on the balance of the site, i.e. that property not being deeded for other commercial uses as set forth in Exhibit A, is contingent upon the Grantee conducting a feasibility study to determine if 100 percent is practicable. If 100 percent is not practicable, the Grantee shall provide evidence to the Grantor demonstrating the proper ratio for single family residential development at the site. Approval of the new ratio shall not be unreasonable withheld.
2. (a) For prospective home owners, 5 percent of all homes sold shall be structured so that the family's monthly mortgage payment does not exceed 30 percent of 60 percent of the area median income (not the income of the family). For the purpose of this provision, area median income is defined as the annually calculated suburban Cook County median income determined by the Illinois Housing Development Authority, with adjustments for smaller and larger families.
  - (b) For prospective homeowners, 75 percent of all homes sold shall be structured so that the family's monthly mortgage payment does not exceed 30 percent of 80 percent of the area median income (not the income of the family). For the purpose of this provision, area median income is defined as the annually calculated suburban Cook County median income determined by the Illinois Housing Development Authority, with adjustments for smaller and larger families.
  - (c) For prospective homeowners, 20 percent of all homes sold shall be at the market rate.
3. Until Site construction is complete, the Grantee shall certify to HUD annually that the requirements in paragraphs (1) through (3) have been fulfilled.

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## V. HOUSING TRUST FUND

(1) The Grantee, or any of its successors and assigns or Grantees for value agrees to establish, within 30 days of the execution of this Contract by Grantor, a Housing Trust Fund. Moneys placed into the Fund will be derived from the proceeds of any sale or refinancing of the Property by the Grantee. The Grantee also agrees to utilize, to the best of its abilities, other Federal, State and local resources to generate funds for the Housing Trust Fund, including, but not limited to, the Community Development Block Grant Program, the Home Investment Partnership Program, the Single-Family Mortgage Revenue Bond Program and the State Neighborhood Business Development Program.

(2) The Grantee, or any of its successors an assigns or Grantees for value agrees to use the Moneys placed in the Housing Trust Fund to establish and continue affordable rental housing and/or homeownership only in those single family dwelling constructed on the sire of the former Wentworth Gardens Apartments. The Grantee may use the Fund for the purposes including, but not limited to:

- (a) subsidizing down payments on single family units purchased by families with and adjustable gross income at or below 65 percent of the area median income ("assisted families"),
- (b) reducing the sales price of the single family units purchased by assisted families,
- (c) paying all or a portion of real estate taxes falling due for certain assisted families residing in the single family unit,
- (d) payment of other reasonable rental and ownership related expenses incurred by assisted families and other low-income families residing in the single family units.

3. This covenant shall bind the Grantee, any of its successors and assigns or Grantee for value, for a period of 30 years.

If Grantee fails to comply with the terms of this Rider, Grantor and his successors in office will be entitled to exercise any remedies in law or equity available.

## VI. EQUITY PARTICIPATION

**IF SITE IS NOT SOLD FOR THE PURPOSE OF THE REDEVELOPMENT PLAN, TO RECONSTRUCT AFFORDABLE SINGLE FAMILY HOUSING UNITS (RIDER 3 OF 6) THEN THE FOLLOWING PROVISIONS APPLY.**

- (1) If the Grantee, or any of its successors, assigns or Grantees for value sells, assigns, transfers or conveys the Property (collectively, a "Sale"), the Sale proceeds, less any expenses incurred by the Grantee, as approved by Grantor, consisting of (1) reasonable transaction costs, (2) purchase price paid by the Grantee for the Property, (3) amounts previously paid by the Grantee to the Grantor under paragraph (2) of this Rider since the sale of the Property from Grantor to Grantee, or (4) other costs incurred but not yet paid by Grantee related to renovation and rehabilitation other than routine maintenance and repairs, and which are not funded by grant funds provided by the Grantor, shall be assigned to the Grantor in the following amounts:
  - (a) between the date of the Deed and fifteen years from the date of the Deed, one hundred (100) percent;
  - (b) between fifteen years, one day and twenty years from the date of the Deed, seventy-five (75) percent;

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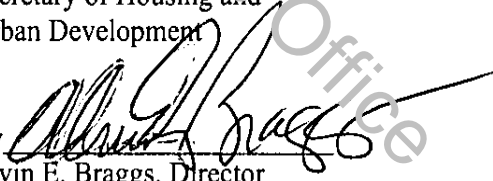
- (c) between twenty years, one day and thirty years from the date of the Deed, fifty (50) percent; and
- (d) over thirty years from the date of the Deed, twenty-five (25) percent.
- (2) If the Grantee, its successors, assigns or Grantees for value, refinances without approval in writing from Grantor, including without limitation the placement of any indebtedness secured by the Property ("Refinancing"), the proceeds from the refinancing, less any expenses incurred by the Grantee consisting of (1) reasonable transaction costs, (2) any mortgage debt paid off in connection with the refinancing, (3) costs paid by Grantee, as approved by Grantor, related to renovation and rehabilitation other than routine maintenance and repairs, or (4) amounts previously paid by Grantee to Grantor under this paragraph (2), shall be paid to the Grantor in the manner provided in Section (1)(a) - (d), above.
- (3) The Grantee shall keep or cause to be kept, accurate records of account of any Sale or Refinancing and of the cost of renovation and rehabilitation. The Grantor, during Grantee's normal working hours, shall have the right to enter and have free access to inspect all books and records of the Grantee. Upon the written request of the Grantor, the Grantee shall retain an independent certified public accountant who shall prepare an accounting of any Sale, Refinancing, or cost of renovation or rehabilitation.

The effective date of this Deed is December 31, 2000.

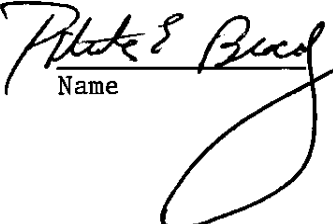
Should any of the above covenants be held invalid in whole or in part, it shall not affect or invalidate the balance of such covenant or any other covenants.

IN WITNESS WHEREOF, the undersigned on January 31, 2001, has set his hand and seal as Director, Office of Multifamily Housing, Fort Worth, Texas, for and on behalf of the said Secretary of Housing and Urban Development.

Mel Martinez  
Secretary of Housing and  
Urban Development

By   
Alvin E. Braggs, Director  
Ft. Worth Multifamily  
PD Center  
Fort Worth, Texas

This Deed is exempt from  
transfer taxes pursuant to  
35 ILCS 200/31-45(b) and (e)

  
Name Blake S. Bragg Date 2/7/01

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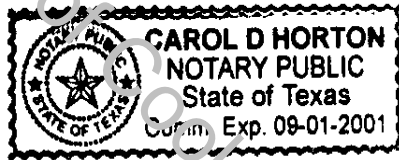
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STATE OF TEXAS     )  
                                  )  
COUNTY OF TARRANT )

Before me, the undersigned authority, on this day personally appeared Alvin E. Braggs, known to me to be the duly appointed Director, Ft. Worth Multifamily PD Center, Fort Worth, Texas, whose name is subscribed to the foregoing instrument dated January 31, 2001, by virtue of the authority vested in him, and acknowledged to me that he executed the same as Director, Ft. Worth Multifamily PD Center, for and on behalf of Mel Martinez, Secretary of Housing and Urban Development, for the purpose and consideration therein expressed.

Given under my hand and seal this 31st day of January, 2001.

SEAL



  
Carol D. Horton,  
Notary Public in and  
for Tarrant County, Texas



Patrick Brady  
Ross + Hardies  
150 N. Michigan  
Chicago IL 60601

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## EXHIBIT A

Lots 1 through 48 in Block 206, Lots 1 through 11 in Block 207 and the West half of the vacated alley lying East of and adjacent thereto, Lots 7 through 24 in Block 202 and the West half of the vacated alley lying East of and adjacent thereto, Lots 25 through 42 in Block 203, That portion of vacated Wentworth Avenue described as follows:

Lying South of line beginning at Northwest corner of Lot 7 in Block 202, thence running West to Northeast corner of Lot 42 in Block 203 and lying North of line commencing on East right of way line of Wentworth Avenue 257.44 feet South of South line 11th Street, thence Westerly along a curve, convex to North and having a radius of 50 feet, said center of radius being in center line of Wentworth Avenue and 295 feet South of South right of way line of 11th Street, a chord distance of 66 feet to a point on West right of way line on Wentworth Avenue said point being 257.44 feet South of South line of 11th Street and that portion of vacated 12th Street lying East of the East line of Wentworth Avenue and West of the center line of the vacated alley in Block 207 extended North, excepting therefrom those parts of Lots 11 through 14 in Block 202 and those parts of Lots 35 through 38 in Block 203 lying within a circle having a radius of 50 feet, the center of said circle being located 295 feet South of the North line in Block 202 and 33 feet West of the West line of said Block 202, said parts having heretofore been dedicated for Wentworth Avenue all in a subdivision of Blocks 46, 47, 52 to 56, 83 to 88, 200 to 207 and Out Lots G, H, I and J of Chicago Heights a subdivision in the North half of Section 21, Township 35 North, Range 14 East of the Third Principal Meridian, recorded on August 17, 1900, in Cook County, Illinois.

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## SCHEDULE A

### PERMANENT INDEX NUMBERS

32-21-202-035  
32-21-202-048  
32-21-202-051  
32-21-202-052  
32-21-202-053  
32-21-203-012  
32-21-203-013  
32-21-203-014  
32-21-203-048  
32-21-203-049  
32-21-203-050  
32-21-206-053  
32-21-206-054  
32-21-207-054

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INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND  
BETWEEN THE HOUSING AUTHORITY OF CHICAGO HEIGHTS  
AND THE HOUSING AUTHORITY OF COOK COUNTY

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This agreement is made effective this 6th day of  
January, 2000,  
~~XXXXXXXXXXXX~~  
~~December 1999~~, by and between the Housing Authority of Chicago  
Heights, a public agency and municipal corporation in the County  
of Cook, State of Illinois (hereinafter "HACH"), and the Housing  
Authority of the County of Cook, a public agency and municipal  
corporation in the County of Cook, State of Illinois (hereinafter  
"HACC").

WHEREAS, the HACH and HACC are legally constituted  
housing authorities pursuant to Section 30 of the Housing  
Authorities Act, 310 ICCS 10/30, et. seq. and, therefore, may act  
and agree in any manner not contrary to law; and

WHEREAS, the said Housing Authorities Act permits HACC  
to operate a project within the area of operation of a municipal  
housing authority by agreement with the said municipal housing  
authority; and

WHEREAS, the provisions of the Intergovernmental  
Cooperation Act, 5 ILCS 220/1, et. seq. provides that any power

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or powers, privileges or authority exercised or which may be exercised by HACH and HACC may be effectuated jointly in an intergovernmental cooperation agreement; and

WHEREAS, Section 5 of the aforesaid Intergovernmental Cooperation Act provides that HACH and HACC, as public agencies, may enter into intergovernmental cooperation agreements to perform any service, activity or undertaking they are authorized by law to perform, provided that the agreement is authorized by their respective governing bodies; and

WHEREAS, the HACH and HACC have agreed that HACC should acquire legal title to the real property commonly known as the Wentworth Gardens apartment complex ("subject real property"), which is located at 1100 South Wentworth Avenue, Chicago Heights, Illinois, and which will be acquired by HACC from the United States Department of Housing and Urban Affairs ("HUD"), subsequent to the demolition by HUD and at its own cost and expense, of the existing apartment buildings on the subject real property; and

WHEREAS, the transfer and conveyance of the subject real property to HACC will thereafter necessitate and require the HACC to undertake an extensive redevelopment of the subject real

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property which redevelopment is the subject matter of this intergovernmental cooperation agreement; and

WHEREAS, the HACH and HACC have determined that it is in their respective best interests to enter into this intergovernmental cooperation agreement.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the HACH and HACC agree as follows:

1. The foregoing recitals are expressly incorporated herein and made a part of this agreement.
2. The HACH hereby agrees and authorizes the transfer and conveyance of the legal, fee simple title of the subject real property by HUD to the HACC in conformity with this agreement.
3. Subsequent to the demolition by HUD of the present structures on the subject real property (including the foundations) and the removal of materials and debris, HACC will redevelop the subject real property by causing and undertaking the new construction of affordable single-family housing, which will constitute the principal use of the subject real property. The exact number of single family units has not been determined by HACC. In constructing the aforesaid affordable single family housing HACC agrees to conform its construction to all applicable and appropriate building and zoning regulations of the City of Chicago Heights, Illinois.
4. At the north end of the subject real property, HACC will permit and sanction the creation of a zone, separate and apart from the new housing, which is beneficial to, and accommodates the needs of, the existing industrial interests in the area.

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To that extent, therefore, HACC will authorize, approve and transfer title to the "zoned" area which is so marked on Exhibit A attached hereto to Rhodia, Inc. for uses consistent with additional parking and small commercial enterprises. It is further understood and agreed that the transferee of the zoned area will appropriately landscape and maintain an area at the south end of the zoned area to constitute a buffer between the zoned area and that property to be developed by HACC. It is also agreed that if the zoned area or any part thereof is ever sold by the transferee of said area all of HUD's Equity Participation Requirements will apply to any such sale. The specifics of HUD's Equity Participation Requirements are set forth in Rider 6 of 6 of the Contract of Sale for the subject real property between HUD and HACC, which contract is attached hereto and incorporated herein as Exhibit B.

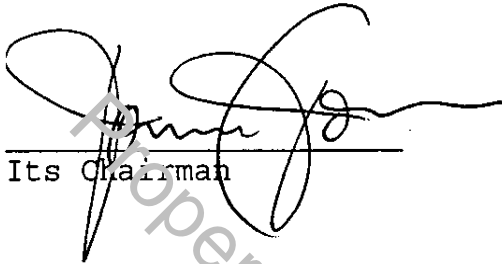
5. Wentworth Avenue will continue to exist in the form of a cul-de-sac with the north end closed at the point Wentworth Avenue reaches the zoned area. However, HACH and HACC agree to later reconsider and re-evaluate the present use of Wentworth Avenue for alternative uses, but only upon the mutual consent and approval of HACH and HACC.
6. This agreement will be incorporated in and made a part of the deed of conveyance from HUD to HACC, and the conditions, provisions and terms contained herein will be considered as restrictive covenants running with the land.
7. It is mutually agreed that this agreement may be recorded with the Recorder of Deeds.
8. The agreement may not be amended or modified, except with the express written consent of the parties hereto.
9. Notices will be sent to those parties as designated by the HACH and HACC.
10. Both parties hereto recognize and agree that there is a continuing obligation to comply with all federal, state and local laws and ordinances in

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implementing the terms of this intergovernmental agreement.

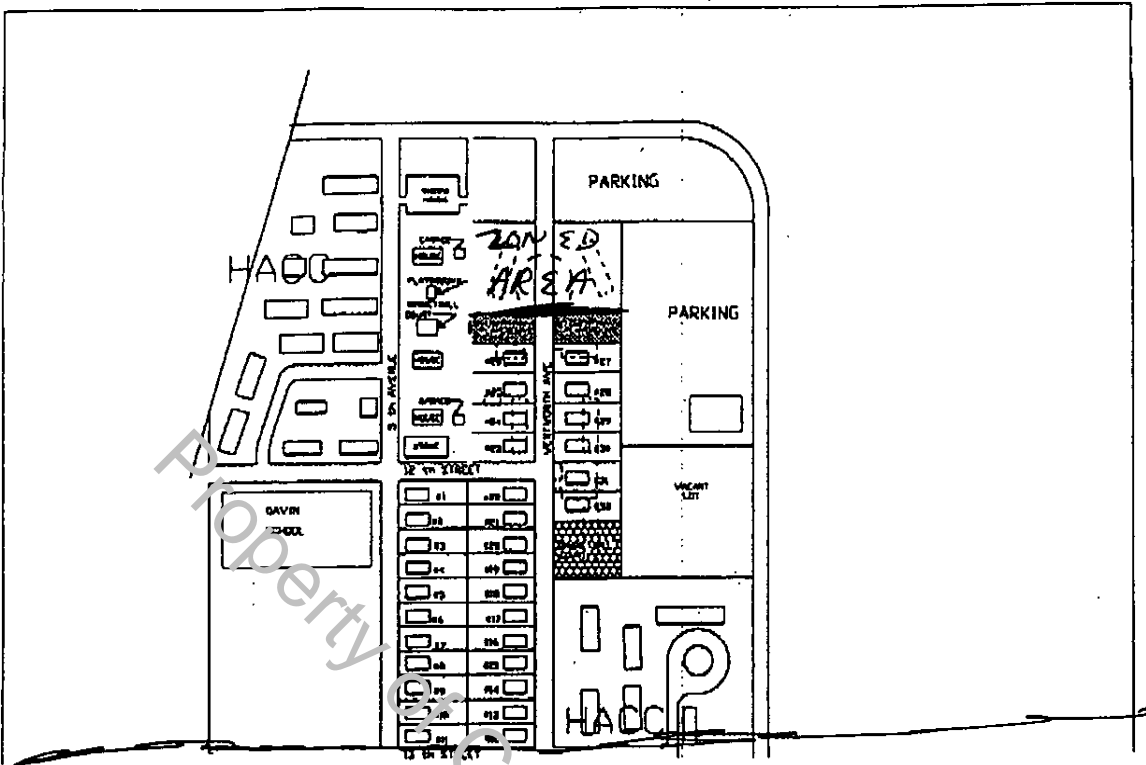
HOUSING AUTHORITY OF  
THE COUNTY OF COOK

HOUSING AUTHORITY OF  
CHICAGO HEIGHTS

By:   
Its Chairman

By:   
Its Chairman

Property of Cook County Clerk's Office



SINGLE FAMILY UNITS AT WENTWORTH GARDEN SITE. The precise number of which yet to be determined. "Zoned AREA" to be transferred pursuant to AGREEMENT.

EXHIBIT A

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STATEMENT BY GRANTOR AND GRANTEE  
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The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: February 6, 2001

Secretary of Housing and Urban Development

Signature: [Handwritten Signature]  
Grantor or Agent

SUBSCRIBED and SWORN to before me this 6th day of February, 2001.

[Handwritten Signature: Elva M. Kelso]  
Notary Public



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated: February 6, 2001

Housing Authority of the County of Cook

Signature: [Handwritten Signature]  
Grantee or Agent

SUBSCRIBED and SWORN to before me this 6th day of February, 2001.

[Handwritten Signature: Elva M. Kelso]  
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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