



Doc#: 1121642134 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/04/2011 01:22 PM Pg: 1 of 17

This document prepared by
and when recorded mail to:

Jolene Saul
City of Evanston, Planning Div.
2100 Ridge Avenue
Evanston, IL 60201-2798

GRANT AGREEMENT

Name, Address, and Telephone of Grantee:
BrinNSP, LLC
666 Dundee Road, Suite 1102
Northbrook, Illinois 60062
847.562.9400

This Acquisition Grant Agreement ("Agreement") is made and entered into this 11th day of July, 2011 by and between the City of Evanston, a municipal corporation in the State of Illinois, at 2100 Ridge Avenue, Evanston, Illinois acting through its Community and Economic Development Department, ("City") and BrinNSP, LLC ("Grantee").

SECTION 1. RECITALS

1.1 The City has engaged the Grantee to assist the City in the utilization of the City's grant from the United States Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program 2 ("NSP2") and the regulations issued under Title XII of Division A of the American Recovery and Reinvestment Act of 2009 and in accordance with the Notice of Funding Availability for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act of 2009 (Notice FR-5321-N-01), as amended from time to time (the "Regulations").

1.2 The City and the Grantee intend to execute a Redevelopment Agreement containing the terms and conditions related to the implementation of the NSP2 program and certain other documents associated therewith including but not limited to a Master Loan and/or Grant Agreement, security documents and use covenants (the "NSP2 Documents").

1.3 The Grantee is acquiring certain property pursuant to the NSP2 program as of the date hereof commonly known 630 Oakton Street, Unit 3, Evanston, IL (the "Subject Property").

1.4 The City has agreed to provide \$55,582.57 (Fifty-Five Thousand Five Hundred Eighty-Two and 57/100 Dollars) (the "Funds") to the Grantee under the NSP2 program to facilitate the acquisition of the Subject Property. The City and Grantee desire to execute this

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Agreement and the other Grant Documents (as hereinafter defined) to allow for the acquisition of the Subject Property with the understanding that this Agreement will be amended and restated by the NSP2 Documents when such documents are ready for execution.

1.5 The Grantee is an Illinois for-profit limited liability company in good standing under the laws of the State of Illinois.

1.6 The Grantee intends to use the Funds to acquire the Subject Property located 608 Oakton Street, Unit 3, Evanston, IL.

1.7 Upon acquisition, the Grantee will rehabilitate the Subject Property for residential use. Funding for the rehabilitation of the Subject Property shall be provided by the City as evidenced and defined by the NSP2 Documents or an amendment of this Agreement.

1.8 Upon completion of rehabilitation, the Grantee will use reasonable efforts to market and sell the Subject Property to a purchaser who qualifies as a household defined as at or below 120% of Area Median Income (AMI) for the Chicago-Joliet-Naperville, IL HUD Metro FMR Area based on household size as determined annually by the United States Department of Housing and Urban Development ("HUD").

1.9 Upon the sale of the Subject Property, the Net Proceeds realized from such sale will be paid to the City and the City will assign and allocate such proceeds for the uses and purposes set forth in the NSP2 Documents and according to NSP2 program regulations, as set forth by HUD.

1.10 A. The specific terms of the affordability restriction will be determined by the City prior to the initial sale of the property and will be recorded upon sale to an eligible Purchaser.

B. The affordability period for the Subject Property will be determined according to NSP2 regulations.

1.11 The source of the Funds is the City of Evanston's NSP2 grant (Grant Number B-09-LN-IL-0026) which is funded through HUD. If additional financing programs are used in the rehabilitation of the Subject Property, the most restrictive program requirements will apply.

1.12 The Funds are being provided in the form of a grant. The City and the Grantee agree and acknowledge that the Grantee is acting solely as the City's developer with respect to the rehabilitation and sale of the Subject Property. The Grantee will hold title to the subject Property on an interim basis in order to facilitate the sale of the property to an eligible Purchaser. Grantee will earn a fee, in accordance with the NSP2 Documents, for its work, which fee will not be affected by the amount of Net Proceeds achieved in the sale of the Subject Property.

1.13 In accordance with the NSP2 program requirements, this Agreement shall be in effect until the Subject Property is sold to an eligible purchaser or the Subject Property is conveyed to the City or its nominee pursuant to the terms of this Agreement.

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SECTION 2: AGREEMENT

The City and the Grantee, for good and valuable consideration and in consideration of the covenants and agreements herein contained, hereby make this agreement regarding funding for acquisition of the Subject Property, and the City agrees to make the Grant to the Grantee upon and subject to all the conditions, terms, covenants and agreements herein set forth. The Grantee also agrees to all conditions, terms, covenants, agreements and restrictions set forth in the attached Affordable Housing Restriction. This Agreement will be in effect from the date of signing until the Subject Property is sold to an eligible purchaser or the Subject Property is conveyed to the City or its nominee pursuant to the terms of this Agreement.

SECTION 3: DEFINITIONS

Each reference in this Agreement to the following terms shall be deemed to have the following meaning:

Affordable Housing Restriction

The Affordable Housing Restriction, attached hereto as Exhibit C, executed by the Grantee to the City in connection with the Funds governing the affordability of the Project to be executed upon the closing and sale of the Subject Property and thereafter recorded with the Cook County Recorder of Deeds.

City's Name and Address:

City of Evanston
Department of Community & Economic Development
2100 Ridge Avenue
Evanston, Illinois 60201

Eligible Acquisition Costs:

The categories of costs deemed as eligible per NSP2 regulations. These include, but are not limited to, purchase price, appraisal fees and related closing costs.

Grant:

The grant of \$55,582.57 made to the Grantee by the City pursuant to this Agreement to be used by Grantee for Eligible Acquisition Costs as set forth in the Acquisition and Rehabilitation Form, attached hereto as Exhibit A.

Grant Documents:

(i) The City Deed, (ii) the Affordable Housing Restriction and (iii) this Agreement.

Grantee:

The individual, corporation or limited liability company to whom funds are granted.

Subject Property:

The property located in the County of Cook, which has address of 608 Oakton Street, Unit 3, Evanston, Illinois 60202 (the "real property") and is legally described in Exhibit B, attached

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hereto, together with all the buildings and improvements now or hereafter erected on such real property, and all fixtures, easements, rights, licenses, appurtenances and rents, all of which shall be deemed and remain a part of the real property; and all of the foregoing, together with all real property are hereinafter referred to as the "Property".

Project:

Exterior and interior rehabilitation or new construction of the Subject Property as described in the Acquisition and Redevelopment Form.

Acquisition Budget:

The budget for the Acquisition as described in the Acquisition and Redevelopment Form.

Project Schedule:

The schedule for the construction of the Project as amended from time to time in writing by mutual agreement of Grantee and City.

Rehabilitation Costs

Rehabilitation Costs for the Subject Property, as anticipated in the Acquisition and Redevelopment Form, will be funded by the City per the terms of the NSP2 Documents or an amendment to this Agreement.

Affiliated Entity

A person or business entity, corporate or otherwise, that directly or indirectly through one or more intermediaries, controls or is controlled by or is under control with the Grantee. The word "control" means the right and power, direct or indirect, to direct or cause the direction of the management and policies of a business entity, corporation or otherwise.

Net Proceeds

Net proceeds shall mean gross proceeds from the sale of the Subject Property minus the following costs and expenses: (1) Title company closing costs and fees; (2) Title insurance expenses; (3) Broker fees; (4) Ordinary closing costs and fees; and (5) Ordinary closing prorations.

SECTION 4: REPRESENTATIONS AND WARRANTIES OF THE GRANTEE

The Grantee represents and warrants that:

4.1 The Grantee has the requisite power and authority to own the Project and to carry on business as now being conducted and as contemplated under this Agreement;

4.2 The Grantee has the power to execute and perform this Agreement and has the power to borrow and to execute and deliver all other Grant Documents.

4.3 The execution and performance by the Grantee of the terms and provisions of this Agreement and all other Grant Documents have been duly authorized by all requisite action, will not violate any provision of law, any order of any court or other agency of government, or any

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indenture, agreement or other instrument to which the Grantee is a party or by which it is bound, and will not be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Grantee, other than any additional financing required to complete the project.

4.4 If applicable, financial data, reports and other information furnished to City by the Grantee are accurate and complete and fairly present the financial position of the Grantee. Grantee will promptly notify the City in writing of any material change in its financial position.

4.5 There has been no material adverse change in the condition, financial or otherwise, of the Grantee since the date of the most recent financial statement referred to in Section 4.4;

4.6 There is no action, suit or proceeding at law or in equity by or before any governmental instrumentality or other agency now pending or, to the knowledge of the Grantee, threatened against or affecting the Grantee which, if adversely determined, would have a material adverse effect on the business, operations, properties (including the Subject Property), assets or condition, financial or otherwise of the Grantee;

4.7 The Grantee shall obtain all necessary government permits for the construction of the Project once the acquisition is complete, and construction and occupancy of the Project will not violate any financial, building, zoning, subdivision, land use, health, historic preservation, licensing, rent control, planning, sanitation, architectural access or environmental protection or any other applicable ordinance, regulation or law, subject to the NSP2 Documents and additional funding for rehabilitation, which will be advanced by the City per the terms and conditions contained in the NSP2 Documents or an amendment to this Agreement.

4.8 There are no defaults or sets of facts which would constitute a default (i) under this Agreement or any of the other Grant Documents, (ii) under the organizational documents of the Grantee.

4.9 Grantee represents and warrants that it will have sufficient funds to complete and operate the Project in accordance with the provisions and requirements of this Agreement and according to the budget provided in the Acquisition and Redevelopment Form. Grantee will deliver a final budget to the City for approval prior to commencement of the rehabilitation of the Subject Property. The Grantee may adjust the final approved budget with a written notice of adjustment by the Grantee to the City, subject to the City's approval, not to be unreasonably withheld, provided that City's approval shall not be required to reallocate funds between and among line items of the budget so long as the aggregate total value of the budget is not increased ("Budget Adjustment"). In the event that rehabilitation costs exceed the final approved budget, subject to the availability of additional funding for rehabilitation and review and approval the City, the City may provide additional funds per the terms and conditions contained in the NSP2 Documents or an amendment to this Agreement.

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4.10 Grantee represents and warrants that it owes no unpaid debts to the City, other than the acquisition debts for the NSP2 properties in Evanston, Illinois and is current on any such debts for which an installment plan is in effect.

Each of the foregoing representations and warranties shall survive the making of the Grant and any advance of funds pursuant thereto and the Grantee shall indemnify and hold harmless the City from and against loss, expense, or liability directly or indirectly resulting from the breach thereof, including, without limitation, costs of defending or settling any claim arising therefrom against the City.

SECTION 5. GRANTEE'S COVENANTS

The Grantee agrees that it shall comply with all of the terms and conditions of the Grant Documents and the Regulations and that it shall:

- 5.1 Notify City when acquisition is complete.
- 5.2 Complete the Project in conformance with the City of Evanston's Building Code Standards, and all other applicable legislation, of any jurisdiction. Housing is subject to Lead-Based Paint Poisoning Prevention Act. Identified lead risk hazards must be addressed and pass clearance.
- 5.3 Complete the Project within 12 months of signing this Agreement.
- 5.4 Use reasonable efforts to market and sell the Subject Property in accordance with the Regulations.
- 5.5 Before, during and after construction, comply with all (i) applicable property maintenance, building, fire, licensing, health, sanitation, historic preservation, environmental protection, rent control, land-use, subdivision and zoning ordinances and regulations promulgated by any national, state or local governmental body, agency or division having jurisdiction over the Subject Property, (ii) the organizational documents of the Grantee, and (iii) all restrictions or other encumbrances affecting title to the Subject Property. The Grantee agrees to comply with the applicable requirements of the national and local boards of fire underwriters and to furnish the City such evidence thereof as the City may require.
- 5.6 Keep records of sales and owner qualification statements which will be open to inspection by the City, its agents, and representatives upon reasonable notice of request for the information.
- 5.7 Perform all its obligations and agreements under the Grant Documents, the organizational documents of Grantee, and any other agreements or instruments to which the Grantee is a party and which relate to the Grant or to the Project.
- 5.8 Intentionally Deleted.

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5.9 Indemnify, exonerate and hold harmless the City from any and all liability, loss, cost, damage and expense, including attorney's fees, which it may or shall incur in connection with the Grant or the Grant Documents as a result of the negligent or willful misconduct of the Grantee.

5.10 Promptly before they expire, renew all licenses or other permits required for operation of the Project, and provide copies of the same within 30 days of receipt to the City.

5.11 Use the Funds solely for Eligible Acquisition Costs for Subject Property and ensure that the proceeds of the Grant will not be loaned, assigned or otherwise transferred to any party and will not be used for any purpose prohibited or not provided for by the Grant Documents or the Regulations.

5.12 Grantee shall not discriminate based upon age, race, color, religion, sex, sexual orientation, marital status, disability, familial status or national origin in the marketing, sale or rental of the Dwelling Units constructed or rehabilitated at the Subject Property pursuant to the terms of this Agreement.

5.13 Sale Limitations. Grantee will not sell or convey the Subject Property to a person or household whose income exceeds the limits specified in Section 1.5 and upon the sale of the Subject Property to such eligible Purchaser, Grantee will cause the Purchaser to execute and record the City Mortgage at closing.

5.13 Deposit of Deed in Escrow. Contemporaneous with Grantee's acquisition of the Subject Property, Grantee will deposit in escrow with a title company reasonably acceptable with the City (the "Escrowee"), a quitclaim deed in the form attached hereto as Exhibit D conveying title to the Subject Property to the City (the "City Deed"), which shall be held in escrow as security for the Grantee's performance of its obligations pursuant to the Grant Documents.

SECTION 6. EVENTS OF DEFAULT

At its sole option, the City may declare the Grantee to be in default under this Agreement upon the occurrence of any one or more of the following events (each an "Event of Default"):

6.1 The Grantee assigns this Agreement or any interest herein or if the Subject Property is sold, conveyed, assigned, leased, or otherwise transferred, or pledged or encumbered, without the prior written consent of the City. Notwithstanding the foregoing, the Grantee may transfer its interest in the Subject Property to another Affiliated Entity with notice to but without the consent of the City.

6.2 Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or the Grant shall prove to be false or misleading in any material respect.

6.3 The Grantee defaults in the due observance or performance of any other covenant, condition or agreement to be observed or performed by Grantee pursuant to the terms of the

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Grant Documents and such default continues for sixty (60) days after written notice thereof from the City to the Grantee provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of sixty (60) days then the Grantee shall have such additional reasonable period of time to cure such default as may be necessary, provided the Grantee shall have commenced to cure such default within said period, such cure shall have been diligently prosecuted by the Grantee thereafter to completion, and the City does not deem the Subject Property or the collectability of the jeopardized by such further delay;

6.4 The Grantee shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of it/him or any of its/his property, (ii) admit in writing its/his inability to pay its/his debts as they mature, (iii) make a general assignment for the benefit of creditors, or (iv) be adjudicated bankrupt or insolvent (however such insolvency may be evidenced);

6.5 Any proceeding involving the Grantee is commenced by or against the same under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state.

6.6 An order, judgment or decree is entered, without the application, approval or consent of the Grantee, by any court of competent jurisdiction approving a petition seeking reorganization or approving the appointment of a receiver, trustee or liquidator of the Grantee or all or a substantial part of its assets.

6.7 Any change in the legal form of, or in the legal or beneficial interest in the Grantee or the termination or dissolution of the Grantee.

6.8 Default on the part of the Grantee, continuing beyond any applicable grace period, in the due observance or performance of any other covenant, condition or agreement to be observed or performed pursuant to any of the Grant Documents.

SECTION 7. RIGHTS ON DEFAULT

Upon the occurrence of any one or more of the Events of Default enumerated in the foregoing Section 6, and at any time thereafter, then:

7.1 The City may, upon notice to Escrowee and Grantee, take possession of the City Deed and record the City Deed, whereupon Grantee shall be released from its obligations with respect to the Subject Property and Grantee shall not be obligated to repay any portion of the Grant that was used to purchase the Subject Property or pay the cost and expenses of the rehabilitation of the Subject Property, provided such costs and expenses were included in the final approved budget or included in a disbursement or draw request approved by the City.

7.2 Upon the occurrence of any of said events of default, the rights, powers, and privileges provided in this Section 7 and all other remedies available to the City under this Agreement or under any of the Grant Documents or at law or in equity, may be exercised by the City, including but not limited to the delivery and recording of the City Deed, the right to cure Grantee's defaults or the commencement of an action seeking specific performance under any

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Grant Document, whether or not the indebtedness evidenced and secured by the Grant Documents otherwise shall be due and payable, and whether or not the City shall have instituted any proceedings or other action for the enforcement of its rights under any of the Grant Documents. Failure of the City to exercise any rights or remedies at any time shall not constitute a waiver of any of the rights or remedies of the City.

7.4 Notwithstanding the forgoing, upon the occurrence of an Event of Default, Grantee shall have the right to deliver the City Deed to the City, whereupon Grantee shall be released from its obligations with respect to the Subject Property and Grantee shall not be obligated to repay any portion of the Grant that was used to purchase the Subject Property or pay the cost and expenses of the rehabilitation of the Subject Property, provided such costs and expenses were included in the final approved budget or included in a disbursement or draw request approved by the City.

SECTION 8. MISCELLANEOUS

8.1 The Grantee shall not assign or attempt to assign directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of the City, which City, in its sole judgment may withhold, in each instance. Any assignee shall be bound by all the terms of the assigned documents.

8.2 Any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving notice. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, on the third business day after it was mailed.

8.3 The Grant Documents shall be construed in accordance with and governed by the laws of the State of Illinois.

8.4 No modification or waiver of any provision of the Grant Documents, nor consent to any departure by the Grantee therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of the City in exercising any right, power or privilege hereunder or under the Grant Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.


8.5 This Agreement and all covenants, agreements, representations and warranties made herein shall survive the making by the City of the Grant and the execution and delivery to the City of the Grant Documents, and shall continue in full force and effect so long as this Grant Agreement is outstanding. This Agreement shall inure to the benefit of and be binding on the successors and assigns of the City and the permitted successors and assigns of the Grantee.

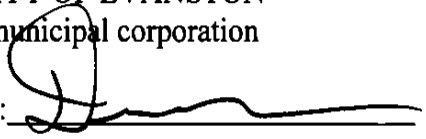
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IN WITNESS WHEREOF, the City and the Grantee have each duly executed, or caused to be duly executed, this Agreement under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first above written.

Grantee:
BrinNSP, LLC

City:
CITY OF EVANSTON
a municipal corporation

By: 
David B. Brin

By: 

Its Member

Its Assistant Director, Department
of Community & Economic
Development

- Exhibits:
- Exhibit A Acquisition and Redevelopment Form
- Exhibit B Legal Description of the Subject Property
- Exhibit C Affordable Housing Restriction
- Exhibit D City Deed

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EXHIBIT C
TO
GRANT AGREEMENT

Neighborhood Stabilization Program 2
AFFORDABLE HOUSING RESTRICTIONS

BrinNSP, LLC agrees to grant the City of Evanston an affordable housing restriction for the following property, commonly known as 608 Oakton Street, Unit 3, Evanston, Illinois, 60202 and legally described as follows (the "Subject Property"):

P.I.N.: 11-30-200-036-1603

RECITALS

BrinNSP, LLC has been approved for an acquisition grant of \$55,582.57 from the Neighborhood Stabilization Program 2 ("NSP2") for the rehabilitation of a residential condominium unit located at 608 Oakton Street, Unit 3, Evanston, Illinois, 60202. BrinNSP, LLC will use reasonable efforts to market and sell the Subject Property to a purchaser who qualifies as a household defined as at or below 120% of Area Median Income (AMI) for the Chicago-Joliet-Naperville, IL HUD Metro FMR Area based on household size as determined annually by the United States Department of Housing and Urban Development.

AGREEMENTS

The terms of this Affordable Housing Restriction, under the Neighborhood Stabilization 2 Program and the regulations issued under Title XII of Division A of the American Recovery and Reinvestment Act of 2009 ("NSP2") and in accordance with the Notice of Funding Availability for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act of 2009 (Notice FR-5321-N-01), subject to the conditions and covenants set forth herein and otherwise by law, are as follows:

1. The purpose of this Affordable Housing Restriction is to assure that the Subject Property will be retained as affordable housing for occupancy by an income-eligible household, defined as having an annual household income of 120% or less of Area Median Income for the Chicago-Joliet-Naperville, IL HUD Metro FMR Area based on household size as determined annually by the U.S. Department of Housing and Urban Development (HUD) as evidenced when the Property is conveyed to a purchaser.

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2. The specific terms of the affordability restriction will be determined by the City prior to the initial sale of the property and will be recorded upon sale to an eligible Purchaser. The affordability period for the Subject Property will be determined according to NSP2 regulations.

3. The Affordable Housing Restriction is an exhibit to the Grant Agreement and will be recorded with the Cook County Recorder of Deeds and will run with the land.

4. Any use of the Subject Property or activity thereon which is in conflict with the purpose of this Affordable Housing Restriction is expressly prohibited.

5. The rights hereby granted shall include the right of the City to enforce this Affordable Housing Restriction by appropriate court proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation and shall be in addition to, and not in limitation of, any other rights and remedies available to the City. Grantee covenants and agrees to reimburse the City all reasonable costs and expenses (including with limitation Counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Grantee or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction the City does not undertake any liability or obligation relating to the condition of the Premises. If any provision of this Affordable Housing Restriction shall to any extent be held invalid, the remainder shall not be affected.

7. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the City, which consent shall not be unreasonably withheld or delayed.

OWNERS: BrinNSP, LLC

By: David B. Brint
Its: Member

By: _____

ATTEST:

CITY: _____

CITY OF EVANSTON
a municipal corporation

By: _____

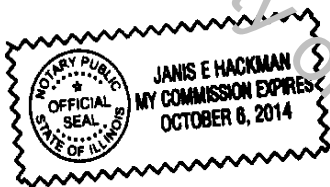
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Janis E. Hackman, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY that Dennis Martin personally known to me to be the Assistant Director of Community Development, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 11th day of July, 2011

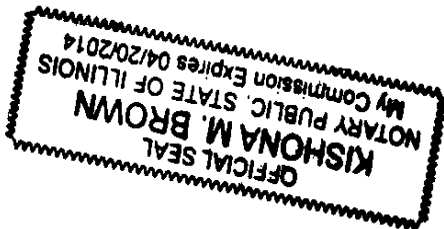


Janis E. Hackman
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, The undersigned, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY that David B. Brown personally known to me to be an authorized representative of BrinNSP, LLC and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 11th day of July, 2011



[Signature]
Notary Public

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Exhibit D
City Deed

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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Exhibit D

THIS INSTRUMENT WAS PREPARED BY:

Steven D. Friedland
Applegate & Thorne-Thomsen, P.C.
322 S. Green St., Suite 400
Chicago, Illinois 60607

UPON RECORDING MAIL TO:

City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Attn: Law Department

QUITCLAIM DEED

(The Above Space For Recorder's Use Only)

Grantor, **BrinNSP, LLC**, an Illinois for profit limited liability company, having its principal offices at 666 Dundee Road, Suite 1102, Northbrook, Illinois 60062 ("**Grantor**"), for and in consideration of One and No/100 Dollars (\$1.00), conveys and quitclaims all of Grantor's interest in the real property legally described and identified on **Exhibit A** attached hereto to the **CITY OF EVANSTON**, an Illinois municipal corporation and home rule unit of government, having an address of 2100 Ridge Avenue, Evanston, Illinois 60201 ("**Grantee**"). Without limiting the quitclaim nature of the deed, such conveyance is expressly subject to the following:

- (a) the standard exceptions in an ALTA insurance policy;
- (b) general real estate taxes which are not yet due and owing;
- (c) easements, encroachments, covenants and restrictions of record and not shown of record; and

-Signature Page Follows-

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STREET ADDRESS: 608 OAKTON ST. UNIT 3
CITY: EVANSTON COUNTY: COOK
TAX NUMBER: 11-30-200-036-1003

LEGAL DESCRIPTION:

PARCEL 1:

UNIT NUMBERS 608-3 IN THE COLONIAL OAKS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1 TO 8, BOTH INCLUSIVE, IN BLOCK 2 IN CHARLES W. JAMES ADDITION TO EVANSTON, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25136094, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-21, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 25136094.

Property of Cook County Clerk's Office