

# UNOFFICIAL COPY



Doc#: 1507901052 Fee: \$146.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/20/2015 03:32 PM Pg: 1 of 49

8267241  
④

This document prepared by  
and when recorded return to:

Adam R. Walker  
Assistant Corporation Counsel  
City of Chicago Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602

## DONATION TAX CREDIT REGULATORY AGREEMENT

THIS DONATION TAX CREDIT REGULATORY AGREEMENT, dated as of March 20, 2015 (this "Regulatory Agreement"), by and among the City of Chicago, Illinois (the "City"), an Illinois municipal corporation, by and through its Department of Planning and Development ("DPD"), with offices at 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602; The Community Builders, Inc., a Massachusetts nonprofit corporation, d/b/a TCB Illinois NFP, Inc. (the "Sponsor"), with offices at 135 South LaSalle Street, Suite 3350, Chicago, Illinois 60603; and TCB Willard Square Apartments LLC, an Illinois limited liability company (the "Owner"), with offices at 135 South LaSalle Street, Suite 3350, Chicago, Illinois 60603.

### RECITALS

WHEREAS, DPD is an executive department of the City established pursuant to Title 2 of the Municipal Code of Chicago, Chapter 2-44, Section 2-44-010, which supervises and coordinates the formulation and execution of projects and programs creating safe, decent and affordable housing for residents of the City; and

# UNOFFICIAL COPY

WHEREAS, DPD is an Agency for purposes of allocating affordable housing tax credits pursuant to Section 7.28 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended (the "Act") and the Act's implementing regulations, 47 Ill. Adm. Code 355 et seq., as amended (the "Regulations"); and

WHEREAS, the Sponsor received from DPD, pursuant to the Act and the Regulations, on the reservation date identified on Schedule 2 hereto, a reservation of affordable housing tax credits in the amount described on Schedule 2 hereto (the "Tax Credits") in connection with donations to be used in the acquisition financing of a multi-family rental housing development located within the City and further described on Schedule 2 hereto (the "Project"); and

WHEREAS, the Owner purchased the fee simple interest in certain parcels of real estate and the improvements thereon upon which the Project is located (the "Property," as legally described on Schedule 1 hereof), for a discounted price pursuant to Section 355.306 of the Regulations. The difference between the as-is market rate value of the Property and the discounted price of the Property constitutes the value of the donation (the "Donation"); and

WHEREAS, the Project is owned solely by the Owner; and

WHEREAS, the Project may qualify for affordable housing tax credits under Section 7.28 of the Act, provided that all applicable requirements under said Section 7.28 are satisfied, including (without limitation) the execution and recording of a regulatory agreement pursuant to Section 7.28(f) of the Act; and

WHEREAS, in order to comply with the requirements of Section 7.28 of the Act, and the Regulations, the Sponsor and the Owner have agreed to execute this Regulatory Agreement with the City governing the use of the Project;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Sponsor, the Owner and the City each agree as follows:

## SECTION 1. DEFINITIONS AND INTERPRETATIONS.

Additional definitions on Schedule 2 hereto are hereby incorporated in this Section 1 by reference. The following terms shall have the respective meaning assigned to them in this Section 1, unless the context in which they are used clearly requires otherwise:

"Annual Owner's and Sponsor's Certification" shall mean the report from the Owner and the Sponsor in substantially the form set forth in Schedule 3 attached hereto and hereby made a part hereof, as the same may be amended from time to time.

# UNOFFICIAL COPY

“Business Day” shall mean a day on which banks in the City of Chicago, Illinois are not authorized or required to remain closed and which shall not be a public holiday under the laws of the State or any ordinance or resolution of the City.

“City” shall mean the City of Chicago, an Illinois municipal corporation, and its successors and assigns.

“Compliance Period” shall mean the period of 10 years beginning on the date a certificate of occupancy is issued by the City for the Project.

“DPD” shall mean the Department of Planning and Development of the City, and any successor to said Department.

“Donation” shall have the meaning given to such term in the recitals hereof.

“Eligible Units” shall mean those units in the Project which will be occupied by or available for occupancy to Low-Income Households.

“First Reporting Date” shall mean October 1 of the first year of the Compliance Period.

“Foreclosure Date” shall mean the date of the transfer of the Project (a) by foreclosure of a mortgage thereon or (b) by an instrument in lieu of foreclosure of a mortgage thereon.

“General Operating Support” shall have the meaning given to such term in the Regulations.

“Household” shall mean and include an individual, a group of unrelated individuals or a family, in each case residing in one dwelling unit.

“HUD” shall mean the United States Department of Housing and Urban Development, and its successors and assigns.

“Imputed Income Limitation” shall mean, for each Eligible Unit, the Income Limit which would apply to the Household occupying such Eligible Unit if the number of individuals in the Household were as follows: (a) in the case of an Eligible Unit which does not have a separate bedroom, one individual; and (b) in the case of an Eligible Unit which has one or more separate bedrooms, 1.5 individuals for each separate bedroom.

“Income Limit” shall mean 60 percent of the Chicago-area median income, adjusted for Household size, as such adjusted income and Chicago-area median income are determined from time to time by HUD for purposes of Section 8 of the United States Housing Act of 1937 (42 USC 1437), and thereafter such income limits shall apply to this definition.

“Last Reporting Date” shall mean the first October 1 following the end of the Compliance Period.

# UNOFFICIAL COPY

“Low-Income Households” shall mean and include Households whose adjusted annual income does not exceed the Income Limit.

“Material Participation” shall have the meaning given to such term in the Regulations.

“Owner” shall mean TCB Willard Square Apartments LLC, an Illinois limited liability company, and at any subsequent time of reference, the Person or Persons, if any, who shall succeed to the legal or beneficial ownership of all or any part of the Project.

“Persons” shall mean natural persons, firms, partnerships, associations, corporations, limited liability companies, trusts and public bodies.

“Project Term” shall mean the number of years during which the Project must comply with this Regulatory Agreement. The Project Term shall begin on the Closing Date and shall terminate, except as provided in Sections 2.10 and 16 hereof, as of the Termination Date.

“Regulations” shall mean Illinois Administrative Rule, Title 47, Part 355, and any successor regulations under the Act.

“Regulatory Agreement” shall mean this Regulatory Agreement, as supplemented, amended and restated from time to time.

“Sponsor” shall mean The Community Builders, Inc., a Massachusetts nonprofit corporation, d/b/a TCB Illinois NFP, Inc., and its successors and assigns.

“State” shall mean the State of Illinois.

“Technical Assistance” shall have the meaning given to such term in the Regulations.

“Tenant Certification” shall mean the certification of the tenant(s) in each Eligible Unit with respect to annual Household income and on HUD Form 50059 or such other form as may be acceptable to the City.

“Termination Date” shall mean the earlier to occur of (a) a Foreclosure Date or (b) the tenth anniversary of the first date of the Compliance Period; provided, however, that the “Termination Date” shall not mean a Foreclosure Date if the City determines that such transfer of title to the Project by foreclosure or an instrument in lieu of foreclosure is part of an arrangement with the Owner a purpose of which is to terminate the restrictions set forth herein.

“Very Low-Income Households” shall mean and include Households whose adjusted annual income does not exceed 50 percent of the Chicago-area median income, adjusted for Household size, as such adjusted income and Chicago-area median income are determined from time to time by HUD for purposes of Section 8 of the United States Housing Act of 1937 (42 USC 1437), and thereafter such income limits shall apply to this definition.

# UNOFFICIAL COPY

## SECTION 2. OWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Owner hereby represents, warrants, covenants and agrees as follows:

2.1 The Owner shall be subject to, obey and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the Project Term which may be applicable to the Owner or the Project.

2.2 The Project is being acquired for the purpose of providing residential rental property, and the Owner shall own, manage and operate the Project as residential rental units and facilities functionally related and incidental thereto.

2.3 The Project consists of residential units, together with facilities functionally related and incidental thereto, and which units are similar in quality and type of construction and amenities.

2.4 None of the units in the Project shall at any time be used on a transient basis, and neither the Project nor any portion thereof shall ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court.

2.5 All of the Eligible Units shall be occupied or available for occupancy by Low-Income Households.

2.6 Prior to the Termination Date, the rent (including tenant-paid heat) charged each month for any Eligible Unit shall not exceed at any time 30 percent of the Imputed Income Limitation applicable to such Eligible Unit.

2.7 (a) The Owner shall include in leases for all Eligible Units provisions which authorize the Owner to immediately terminate the tenancy of any tenant who misrepresented any fact material to the tenant's qualification as a Low-Income Household.

(b) The Owner shall not evict or terminate the tenancy of any tenant of an Eligible Unit other than for good cause.

2.8 All tenant lists, applications and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Owner which is unrelated to the Project, shall be maintained, as required by the City, in a reasonable condition for proper audit and subject to examination and copying during business hours by representatives of the City. If the Owner employs a management agent for the Project, the Owner shall require such agent to comply with the requirements of this Regulatory Agreement and shall include such requirements in any and all management agreements or contracts entered into with respect to the Project.

2.9 All tenant leases shall be written, shall be in conformity with all applicable laws, including without limitation the City of Chicago Residential Landlord and Tenant Ordinance,

# UNOFFICIAL COPY

and, with respect to Eligible Units, shall contain clauses, *inter alia*, wherein each individual lessee: (i) certifies the accuracy of the statements made in the Tenant Certification and (ii) agrees that the Household income and other eligibility requirements shall be deemed substantial and material obligations of his/her tenancy, that he/she will comply with all requests for information with respect thereto from the Owner or the City, and that the failure to provide accurate information in the Tenant Certification or refusal to comply with a request for information with respect thereto shall be deemed a substantial violation of an obligation of his/her tenancy.

2.10 (a) The Owner shall obtain and keep records on an annual basis during the Compliance Period and retain such records for a period of at least 7 years after the end of the Compliance Period. The owner is required to keep records for the Project showing the following:

- (i) The total number of residential rental units in the Project including the number of bedrooms and the size, in square feet, of each residential rental unit;
- (ii) The percentage of residential rental units in the Project that are low-income units;
- (iii) The rent charged on each residential rental unit in the Project including any utility allowances;
- (iv) The number of occupants in each low-income unit, if the rent is determined by the number of occupants in each unit;
- (v) The low-income unit vacancies in the Project and information that shows when, and to whom, the next available units were rented;
- (vi) The completed rental application, including certification of assets and disposal of assets, if applicable;
- (vii) The completed lease and all lease addenda for each qualified low-income unit;
- (viii) The annual income certification of each tenant in a qualified low-income unit; and
- (ix) Documentation supporting each income certification submitted by a tenant in a qualified low-income unit.

This covenant shall survive beyond the Termination Date (if such date is not also a Foreclosure Date), but shall terminate as of a Foreclosure Date.

(b) The Owner shall obtain and maintain on file during the Project Term a Tenant Certification with respect to each and every individual, group of unrelated individuals or Family who is intended to be a tenant in the Eligible Units, signed by the tenant or tenants (i.e., the individual or individuals whose name or names appear on the lease) and obtained by the Owner (a) prior to such tenant or tenants occupying the unit or signing a lease with respect thereto, and

# UNOFFICIAL COPY

(b) thereafter at least annually so long as such individual, individuals or Family remain as tenants in the Eligible Units.

2.11 The Owner agrees that it will take any and all actions required by the City to substantiate the Owner's compliance with the restrictions set forth herein, including, but not limited to, submitting to the City an Annual Owner's and Sponsor's Certification executed by the Owner commencing on the First Reporting Date and on each October 1 thereafter through and including the Last Reporting Date. This covenant shall survive beyond the Termination Date (if such date is not also a Foreclosure Date), but shall terminate as of a Foreclosure Date.

2.12 The Owner shall provide to the City a tenant profile (in the form provided to the Owner by DPD or, in the sole discretion of DPD, in such other form as shall be acceptable to DPD) for each Eligible Unit within 30 days after such unit is leased to such tenant(s).

2.13 The Owner shall notify the City of the occurrence of any event of which the Owner has notice and which event would violate any of the provisions of this Regulatory Agreement.

2.14 The Owner is not a primarily religious entity and the Project will be used solely for secular purposes.

2.15 The Owner agrees that it will pay any reasonable fee which the City may hereafter assess in its sole discretion and in compliance with the Regulations to underwrite the costs of monitoring activities performed by the City in connection with the Tax Credits allocated for the Project.

2.16 The Owner has not and shall not during the Project Term execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof.

2.17 Except as otherwise disclosed to the City in writing, all of the statements, representations and warranties of the Owner contained in any document submitted by the Owner to the City in connection with the Project remain true and in effect as of the date hereof.

2.18 The Owner shall inform DPD of the date the Project receives a certificate of occupancy from the City, within 60 days following the date of the receipt by the Owner of such certificate of occupancy.

## SECTION 3. SPONSOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Sponsor hereby represents, warrants, covenants and agrees as follows:

3.1 The Sponsor qualifies as a "sponsor" under Section 7.28 of the Act and under the Regulations.

# UNOFFICIAL COPY

3.2 The Sponsor will have a Material Participation in the development and operation of the Project throughout the Compliance Period as required by the Regulations.

3.3 The Sponsor and the Project will be in full compliance with the requirements of Section 7.28 of the Act and the Regulations during the Compliance Period.

3.4 The Sponsor will notify the City promptly if the Sponsor hereafter receives any future donations under the Act in connection with the Project.

3.5 The value of the Property has been determined by a current independent appraisal done by a State-licensed appraiser.

## SECTION 4. RELIANCE.

The City, the Sponsor and the Owner hereby recognize and agree that the representations and covenants set forth herein made by the City, the Sponsor and the Owner, respectively, may be relied upon by the Owner, the Sponsor and the City, respectively. In performing its duties and obligations hereunder, the City may rely upon statements and certificates of the Owner, the Sponsor, Low-Income Households and Very Low-Income Households and upon audits of the books and records of the Sponsor and/or the Owner pertaining to occupancy of the Project. In addition, the City may consult with counsel and the opinion of such counsel shall be evidence that such action or failure to act by the City was in good faith and in conformity with such opinion. The City, the Sponsor and the Owner agree that it is the Owner's responsibility to determine that each potential tenant for an Eligible Unit qualifies as a Low-Income Household and/or Very Low-Income Household, and that in making each such determination, the Owner shall exercise due diligence.

## SECTION 5. NO SALE OR TRANSFER OF THE PROJECT OR CHANGE IN OWNERSHIP STRUCTURE.

5.1 Except for the Permitted Encumbrances, the Owner hereby covenants and agrees that, in consideration for the Tax Credits, the Owner shall not sell, transfer or otherwise dispose of all or any portion of the Project (including without limitation, a transfer by assignment of any beneficial interest under a land trust), at any time during the Project Term, without the prior written approval of the City, which may be granted or withheld in its sole discretion.

5.2 (a) The Owner and the Sponsor hereby covenant and agree that the ownership structure of the Owner shall not be materially changed, at any time during the Project Term, without the prior written approval of the City, which may be granted or withheld in its sole discretion.

Notwithstanding the foregoing, the City shall not unreasonably withhold its consent to the replacement and/or addition of a managing member of the Owner pursuant to the terms of Owner's Operating Agreement and to the extent the City so consents, it shall not be considered a prohibited transfer hereunder. Further, no consent by the City shall be required for the



# UNOFFICIAL COPY

withdrawal, replacement and/or addition of an investor member or of any of the Owner's investor members or of any investor member's members (or any other ownership interests in and to said investor member), and the same shall not constitute a prohibited transfer hereunder.

(b) The City consents to the Permitted Encumbrances.

## SECTION 6. TERM.

6.1 This Regulatory Agreement shall become effective upon its execution and delivery. Subject to Sections 2.10 and 16 hereof, this Regulatory Agreement shall remain in full force and effect for a term equal to the Project Term, it being expressly agreed and understood that the provisions hereof are intended to survive throughout the Project Term.

## SECTION 7. ENFORCEMENT.

7.1 If a violation of any of the foregoing representations or covenants occurs or is attempted, and such occurrence or attempt is uncorrected for a period of 30 days after notice thereof from the City to the Owner and the Sponsor (provided, however, that if any such occurrence or attempt cannot reasonably be cured within said 30-day period and if the Owner and/or the Sponsor shall have commenced to cure such occurrence or attempt within said 30-day period and shall thereafter continue diligently to effect such cure, then said 30-day period shall be extended to 60 days upon written request from the Owner or the Sponsor to the City delivered during such 30-day period, and upon further written request from the Owner and/or the Sponsor to the City delivered during such 60-day period, said 60-day period shall be extended to 90 days), the City will thereby be damaged in the failure to provide the benefit of affordable housing to residents of Chicago to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that an amount equal to the sale proceeds of the Tax Credits allocated by the City to the Sponsor in connection with the Project shall be surrendered by the Owner to the City as liquidated damages, and not as a penalty.

7.2 If a violation of any of the foregoing representations or covenants occurs or is attempted, and such occurrence or attempt is uncorrected for a period of 30 days after notice thereof from the City to the Owner and the Sponsor (provided, however, that if any such occurrence or attempt cannot reasonably be cured within said 30-day period and if the Owner and/or the Sponsor shall have commenced to cure such occurrence or attempt within said 30-day period and shall thereafter continue diligently to effect such cure, then said 30-day period shall be extended to 60 days upon written request from the Owner or the Sponsor to the City delivered during such 30-day period, and upon further written request from the Owner and/or the Sponsor to the City delivered during such 60-day period, said 60-day period shall be extended to 90 days), the City and its successors and assigns, without regard to whether the City or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by the Owner and/or the Sponsor of their respective obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce

# UNOFFICIAL COPY

the provisions hereof or to obtain relief against or recovery for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

7.3 All fees, costs and expenses of the City incurred in taking any action pursuant to this Section 7 shall be the sole responsibility of the Owner and the Sponsor.

7.4 The Owner and the Sponsor further specifically acknowledge that the beneficiaries of the Owner's and the Sponsor's obligations hereunder cannot be adequately compensated by monetary damages in the event of any breach or violation of any of the foregoing representations or covenants.

## SECTION 8. RECORDING AND FILING.

The Owner shall cause this Regulatory Agreement and all amendments and supplements hereto to be recorded and filed in the conveyance and real property records of the county in which the Project is located and in such other places as the City may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Owner shall immediately transmit to the City an executed original of this Regulatory Agreement showing the date and recording number of record.

## SECTION 9. COVENANTS TO RUN WITH THE LAND.

The Owner hereby subjects the Project to the covenants, reservations and restrictions set forth in this Regulatory Agreement. The City, the Sponsor and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall, throughout the Project Term, be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and shall pass to and be binding upon the Owner's successors in title to the Project throughout the Project Term. The Owner hereby covenants to include the requirements and restrictions contained in this Regulatory Agreement in any documents transferring any interest in the Project to another Person in order that such transferee has notice of, and is bound by, such restrictions, and to obtain from any transferee the agreement to be bound by and comply with the requirements set forth in this Regulatory Agreement; provided, however, that each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein (including, without limitation, any transfer of a beneficial interest in a land trust or a portion thereof) shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

## SECTION 10. GOVERNING LAW.

This Regulatory Agreement shall be construed in accordance with and governed by the internal laws of the State without regard to its conflict of laws principles, and, where applicable, the laws of the United States of America.

# UNOFFICIAL COPY

## SECTION 11. AMENDMENTS.

This Regulatory Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the county in which the Project is located. The Sponsor and the Owner hereby expressly agree to enter into all amendments hereto which, in the opinion of the City, are reasonably necessary or desirable for maintaining compliance under Section 7.28 of the Act.

## SECTION 12. NOTICE.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier, receipt requested; or (d) registered or certified mail, return receipt requested.

IF TO CITY: City of Chicago, Illinois  
c/o Department of Planning and Development  
City Hall, Room 1000  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Deputy Commissioner, Developer Services

WITH COPIES TO: Office of the Corporation Counsel  
City Hall, Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Finance and Economic Development Division

IF TO OWNER: As specified on Schedule 2 hereto.

IF TO SPONSOR: As specified on Schedule 2 hereto.

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or upon dispatch by electronic means with confirmation of receipt. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the Business Day immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (d) above shall be deemed received two Business Days following deposit in the mail.

## SECTION 13. SEVERABILITY.

If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

# UNOFFICIAL COPY

## SECTION 14. COUNTERPARTS.

This Regulatory Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same Regulatory Agreement.

## SECTION 15. EFFECTIVE DATE.

For purposes of Section 7.28 of the Act, this Regulatory Agreement shall be deemed to be in effect as of the date first set forth above.

## SECTION 16. RIGHT TO INSPECT.

(a) The Owner agrees that the City shall have the right to perform an on-site inspection of the Project and to inspect, examine and copy the records maintained by the Owner or its agent in connection with the Project, upon 30 days' prior notice by the City to the Owner, at least annually during each year of the longer of the Project Term or the Compliance Period. Notwithstanding the foregoing sentence, the provisions of this Section 16(a) shall terminate as of a Foreclosure Date.

(b) The Sponsor agrees that the City shall have the right to inspect, examine and copy the records maintained by the Sponsor in connection with the Project, upon 30 days' prior notice by the City to the Sponsor, at least annually during each year of the longer of the Project Term or the Compliance Period. Notwithstanding the foregoing sentence, the provisions of this Section 16(b) shall terminate as of a Foreclosure Date.

## SECTION 17. NO THIRD PARTY BENEFITS.

This Regulatory Agreement is made for the sole benefit of the City, the Sponsor and the Owner and their respective successors and assigns and no other party shall have any legal interest of any kind hereunder or by reason of this Regulatory Agreement. Whether or not the City elects to employ any or all of the rights, powers or remedies available to it hereunder, the City shall have no obligation or liability of any kind to any third party by reason of this Regulatory Agreement or any of the City's actions or omissions pursuant hereto or otherwise in connection herewith.

## SECTION 18. REFERENCES TO STATUTES, ETC.

All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices and circulars.

# UNOFFICIAL COPY

## SECTION 19. NON LIABILITY OF PUBLIC OFFICIALS

No official, employee or agent of the City shall be charged personally by the Sponsor or the Owner, or by any assignee of the Sponsor or the Owner, with any liability or expenses of defense or shall be held personally liable to the Sponsor or the Owner, under any terms or provisions of this Agreement because of the City's execution or attempted execution hereof or because of any breach hereof.

## SECTION 20. HUD Rider

This Agreement is subject to the HUD Rider attached hereto as Schedule 4.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the City, the Sponsor and the Owner have executed, by their duly authorized representatives, this Regulatory Agreement as of the date first written hereinabove.

**CITY OF CHICAGO**, an Illinois municipal corporation,  
acting by and through its Department of Planning and Development

By: \_\_\_\_\_  
Name: Andrew J. Mooney  
Title: Commissioner

**The Community Builders, Inc.**, a Massachusetts nonprofit corporation, d/b/a  
TCB Illinois NFP, Inc.

By: \_\_\_\_\_  
Name:  
Its:

**TCB Willard Square Apartments LLC**, an Illinois limited liability company

By: The Community Builders, Inc., a Massachusetts nonprofit corporation, d/b/a  
TCB Illinois NFP, Inc., its member

By: \_\_\_\_\_  
Name:  
Its:

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the City, the Sponsor and the Owner have executed, by their duly authorized representatives, this Regulatory Agreement as of the date first written hereinabove.

**CITY OF CHICAGO**, an Illinois municipal corporation,  
acting by and through its Department of Planning and Development

By: \_\_\_\_\_  
Name: **Andrew J. Mooney**  
Title: **Commissioner**

**The Community Builders, Inc.**, a Massachusetts nonprofit corporation, d/b/a  
TCB Illinois NFP, Inc.

By:   
Name: **Terri Hamilton Brown**  
Its: **Authorized Agent**

**TCB Willard Square Apartments LLC**, an Illinois limited liability company

By: **The Community Builders, Inc.**, a Massachusetts nonprofit corporation, d/b/a  
TCB Illinois NFP, Inc., its member

By:   
Name: **Terri Hamilton Brown**  
Its: **Authorized Agent**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Andrew J. Mooney, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner, he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20<sup>th</sup> day of March, 2015.



*Patricia Sulewski*  
\_\_\_\_\_  
Notary Public

(SEAL)

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Terri Hamilton Brown, personally known to me to be the Authorized Agent of The Community Builders, Inc., a Massachusetts nonprofit corporation, d/b/a TCB Illinois NFP, Inc. ("TCB"), the sole member of TCB Willard Square Apartments LLC (the "Owner"), an Illinois limited liability company, and known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Authorized Agent, she signed and delivered the said instrument pursuant to authority given by the Board of Directors of TCB, and as her free and voluntary act and deed and as the free and voluntary act and deed of TCB and the Owner for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11<sup>th</sup> day of March, 2015.



*Elaine L Johnson*  
 Notary Public

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS

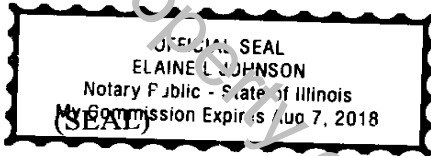
)  
) SS

COUNTY OF COOK

)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Terri Hamilton Brown, personally known to me to be the Authorized Agent of The Community Builders, Inc., a Massachusetts nonprofit corporation, d/b/a TCB Illinois NFP, Inc. ("TCB"), and known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Authorized Agent, she signed and delivered the said instrument pursuant to authority given by its Board of Directors of TCB, and as her free and voluntary act and deed and as the free and voluntary act and deed of TCB for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11<sup>th</sup> day of March, 2015.



*Elaine L. Johnson*  
Notary Public

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## SCHEDULE 1

### LEGAL DESCRIPTION OF PROJECT SITE

[attached]

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### PARCEL 1: (BUILDING 1)

LOTS 6 AND 7 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4843-4845 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-211-017

### PARCEL 2: (BUILDING 2)

LOTS 9 AND 10 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Common Address: 4851-4853 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-211-019 and 20-10-211-020

### PARCEL 3: (BUILDING 3)

LOTS 11 AND 12 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4857-4859 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-211-021

### PARCEL 4: (BUILDING 4)

THE NORTH 25.00 FEET OF LOT 1 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4901 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-219-001

### PARCEL 5: (BUILDING 5)

LOT 1, EXCEPT THE NORTH 25.00 FEET THEREOF, AND THE NORTH HALF OF LOT 2 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF

# UNOFFICIAL COPY

SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4903-4905 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-219-001

PARCEL 6: (BUILDING 6-INCLUDING OPEN SPACE)

THE SOUTH HALF OF LOT 2, ALL OF LOT 3 AND THE NORTH 20.00 FEET OF LOT 4 ALL IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4907-4909 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-219-001

PARCEL 7: (BUILDING 7)

LOT 8 IN ROBERT'S SUBDIVISION OF PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4914-4916 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-218-035

PARCEL 8: (BUILDING 8)

LOT 4, EXCEPT THE NORTH 20.00 FEET THEREOF, IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4919 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-219-001

PARCEL 9: (BUILDING 9)

LOT 5 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4923-4925 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-219-001

PARCEL 10: (BUILDING 10)

# UNOFFICIAL COPY

LOT 6 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINIOS.

Common Address: 4927-4929 S. St. Lawrence Avenue, Chicago, Illinois  
P.I.N. No. 20-10-219-001

PARCEL 11: (BUILDING 11)

LOT 7 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4931-4933 S. St. Lawrence Avenue, Chicago, Illinois  
P.I.N. No. 20-10-219-001

PARCEL 12: (BUILDING 12)

LOT 3 IN BLOCK 2 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4911-4913 S. Champlain Avenue, Chicago, Illinois  
P.I.N. No. 20-10-220-002 and 20-10-220-003

PARCEL 13: (BUILDING 13)

LOT 16 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4940-4942 S. Champlain Avenue, Chicago, Illinois  
P.I.N. No. 20-10-219-014

PARCEL 14: (BUILDING 14)

THE NORTH HALF OF LOT 5 (EXCEPT THAT PART TAKEN FOR ST. LAWRENCE AVENUE) (LYING WEST OF THE EAST 173.83 FEET THEREOF) IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS OF THE SOUTH QUARTER OF THE NORTH EAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 601-603 E. 50th Street, Chicago, Illinois  
P.I.N. No. 20-10-225-001 and 20-10-225-002

# UNOFFICIAL COPY

**PARCEL 15: (BUILDING 15)**

THE WEST 50 FEET OF THE EAST 173.83 FEET OF THE NORTH HALF OF LOT 5 IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS OF THE SOUTH QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 605-609 E. 50th Street, Chicago, Illinois

P.I.N. No. 20-10-225-002 and 20-10-225-003 (n/k/a 20-10-225-015)

**PARCEL 16: (BUILDING 16)**

THE EAST 49.75 FEET OF THE NORTH HALF OF LOT 5 IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS OF THE SOUTH QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 615-617 E. 50th Street, Chicago, Illinois

P.I.N. No. 20-10-225-005

**PARCEL 17: (BUILDING 17)**

LOTS 1 AND 2 IN MERRILL'S SUBDIVISION OF LOT 4 IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS OF THE SOUTH QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 647-649 E. 50th Street, Chicago, Illinois

P.I.N. No. 20-10-226-006 and 20-10-226-005

**PARCEL 18: (BUILDING 18)**

LOTS 1 AND 2 IN THE SUBDIVISION OF LOT 2 IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS OF THE SOUTH QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 711-713 E. 50th Street, Chicago, Illinois

P.I.N. No. 20-10-226-015

# UNOFFICIAL COPY

## SCHEDULE 2

### I. ADDITIONAL DEFINITIONS

“Closing Date” shall mean the date on which this Agreement is made effective.

“General Contractor” shall mean n/a.

“MBE” and “MBE/WBE Program” shall have the respective meanings given to such terms in Section 3 hereof.

“Permitted Encumbrances” shall mean (i) those liens and encumbrances shown on title commitment #1401-008963846 issued by Chicago Title Insurance Company and dated March 20, 2015, and (ii) leases of portions of the Property or the Project entered into after the date hereof in the Owner’s ordinary course of business.

“Project” shall mean the acquisition of land and buildings located at 4843 S. Saint Lawrence Avenue, 4851 S. Saint Lawrence Avenue, 4851 S. Saint Lawrence Avenue, 600 E. 49th Street, 4911 S. Saint Lawrence Avenue, 4914 S. Saint Lawrence Avenue, 4911 S. Champlain Avenue, 4913 S. Champlain Avenue, 4940 S. Champlain Avenue, 601 E. 50th Street, 605 E. 50th Street, 609 E. 50th Street, 619 E. 50th Street, 649 E. 50th Street, 647 E. 50th Street, and 711 E. 50th Street in Chicago, Illinois, which contain 100 residential dwelling units therein as one bedroom, two bedroom and three bedroom units, of which all 100 units shall be for low- and moderate-income families.

“Project Budget” shall mean the Purchase and Sale Agreement for the Project, as amended, which Project Budget shall be provided to and approved by the City not later than the Closing Date, together with any changes thereto as may be approved in writing by the City.

“Subcontractor” shall mean n/a.

“WBE” shall have the meaning given to such term in Section 3 hereof.

### II. ADDITIONAL REPRESENTATIONS AND COVENANTS OF SPONSOR AND OWNER.

1. Twenty-five (25) units in the Project shall be Eligible Units. The Sponsor received a reservation of Tax Credits from DPD in the amount of \$1,584,999 dated June 25, 2014. The Sponsor has received a certificate from DPD evidencing the total allocation by DPD of \$1,584,999 of Tax Credits in connection with the Project (which includes the Tax Credits described in Section 2(e) and (f) below).

2. (a) The Project shall consist of the following unit configuration:

<u>Number of Bedrooms</u>	<u>Number of Units</u>
---------------------------	------------------------



# UNOFFICIAL COPY

One-bedroom	9
Two-bedroom	64
Three-bedroom	27

- (b) The Eligible Units in the Project consist of the following:

<u>Number of Bedrooms</u>	<u>Number of Units</u>
One-bedroom	5
Two-bedroom	15
Three-bedroom	5

- (c) The Eligible Units in the Project to be occupied by Low-Income Households consist of the following:

<u>Number of Bedrooms</u>	<u>Number of Units</u>
One-bedroom	5
Two-bedroom	15
Three-bedroom	5

- (d) The type(s) of Households to be served by the Project are as follows: Low-Income Households only. No Very-Low Income Households are to be served by the Project.

- (e) The amount of Tax Credits allocated by the City to the Sponsor in connection with the Project for General Operating Support is \$0.

- (f) The amount of Tax Credits allocated by the City to the Sponsor in connection with the Project for Technical Assistance is \$0.

- (g) The aggregate amount of Tax Credits described in (e) and (f) above does not exceed 10 percent of the total amount of Tax Credit allocated for the Project as described in Section 1 above.

- (h) The Sponsor has received, on or before the Closing Date, one or more Donations in the aggregate amount totaling not less than \$3,170,000 and has provided to DPD the documentation required under the Regulations to evidence such Donation(s).

3. MBE/WBE Commitment. [intentionally omitted.]
4. City Resident Employment Requirement. [intentionally omitted.]
5. Rent Restrictions. At no time shall the rents for the Project exceed, on a monthly basis, maximum gross rent figures as provided under the definition of "Affordable Housing Project" at 20 ILCS 3805/7.28, as amended July 24, 2003 by Public Act 93-0369.

# UNOFFICIAL COPY

6. (a) For purposes of Section 12, the Owner's address shall be:

TCB Willard Square Apartments LLC  
c/o The Community Builders, Inc., d/b/a TCB Illinois NFP, Inc.  
135 South LaSalle Street, Suite 3350  
Chicago, Illinois 60603  
Attention: President

With a copy to:

The Community Builders, Inc.  
95 Berkeley Street, Suite 500  
Boston, MA 02116  
Attention: President and General Counsel

And

Applegate & Thorne-Thomsen  
626 West Jackson, Suite 400, Chicago, IL 60661  
Attention: Ben Applegate

- (b) For purposes of Section 12, the Sponsor's address shall be:

The Community Builders, Inc.  
95 Berkeley Street, Suite 500  
Boston, MA 02116  
Attention: Senior Vice President of Development

PROPERTY OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

## SCHEDULE 3

### CITY OF CHICAGO DEPARTMENT OF PLANNING AND DEVELOPMENT

#### ANNUAL OWNER'S AND SPONSOR'S CERTIFICATION FOR PROJECT RECEIVING AFFORDABLE HOUSING TAX CREDITS

Owner: \_\_\_\_\_

Sponsor: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Owner Federal Employer Identification Number: \_\_\_\_\_

The Sponsor received from the City an allocation of affordable housing tax credits in connection with the Project pursuant to Section 7.28 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended (the "Act"), and the regulations promulgated thereunder by the Illinois Housing Development Authority at 47 Illinois Administrative Code Part 355, as amended (the "Regulations"). Pursuant to the Regulatory Agreement dated as of \_\_\_\_\_, \_\_\_\_\_ among the City, the Sponsor and the Owner (the "Regulatory Agreement"), the Owner is required to maintain certain records concerning the Project and the City of Chicago (the "City") is authorized to monitor the Project's compliance with the requirements of the Regulatory Agreement. This Annual Owner's and Sponsor's Certification must be completed in its entirety and must be executed by the Owner and the Sponsor, notarized and returned to the City by October 1 of each year for the period commencing on the earlier of (a) October 1 of the first year of the Compliance Period or (b) the first October 1 following completion of the construction of the Project, and ending on the first October 1 following the end of the Compliance Period. No changes may be made to the language contained herein without the prior approval of the City. Except as otherwise specifically indicated, capitalized terms contained herein shall have the meanings ascribed to them in the Regulatory Agreement.

#### A. INFORMATION

1. Please list the building identification numbers and address for each building included in the Project: (If there are additional buildings in the Project, please provide the requested information on a separate sheet and attach to this document.)

Building Identification Number

Building Address

# UNOFFICIAL COPY

- 2. Has any change occurred, either directly or indirectly, (a) in the identity of the Owner, (b) in the identity of any shareholder, partner, member, trustee or other owner of the Owner or (c) which would otherwise cause a change in the identity of the individuals who possess the power to direct the management and policies of the Owner since the date of the Regulatory Agreement or the most recent Annual Owner's and Sponsor's Certification?

Yes \_\_\_\_ No \_\_\_\_

If Yes, provide all the appropriate documents.

- 3. Have the Owner's organizational documents been amended or otherwise modified since they were submitted to the City?

Yes \_\_\_\_ No \_\_\_\_

If Yes, provide all amendments and modifications of the Owner's organizational documents.

- 4. Has the Sponsor been a recipient of any Donations during this year in connection with the Project?

Yes \_\_\_\_ No \_\_\_\_

If Yes, provide the details.

## B. REPRESENTATIONS, WARRANTIES AND COVENANTS

- A. The Owner hereby represents and warrants to the City that each of the following statements is true and accurate and covenants as follows:

- 1. The Owner is [check as applicable]:

- (a)  an individual.
- (b)  a group of individuals.
- (c)  a corporation incorporated and in good standing in the State of \_\_\_\_\_.
- (d)  a general partnership organized under the laws of the State of \_\_\_\_\_.
- (e)  a limited partnership organized under the laws of the State of \_\_\_\_\_.
- (f)  a limited liability company organized under the laws of the State of \_\_\_\_\_.
- (g)  other [please describe]: \_\_\_\_\_.

# UNOFFICIAL COPY

2. The Owner is [check as applicable] (a) \_\_\_\_\_ the owner of fee simple title to, (b) the owner of 100 percent of the beneficial interest in, or (c) the owner of a combined leasehold and fee simple interest which in the aggregate is a 100% interest in, the hereinafter described Project.
  
3. The Project consists of \_\_\_\_\_ building(s) containing a total of \_\_\_\_\_ residential unit(s).
  
4. (a) \_\_\_\_\_ of the residential unit(s) (the "Eligible Units") in the Project is/are occupied by Low-Income Households (i.e., individuals whose income is 60 percent or less of area median income) and \_\_\_\_\_ of the Eligible Units in the Project is/are occupied by Very Low-Income Households (i.e., individuals whose income is 50 percent or less of area median income).
  - (b) For the 12-month period preceding the date hereof (the "Year"):
    1. 25 percent or more of the residential units in the Project were both rent-restricted (as described in the Regulatory Agreement) and occupied by Low-Income Households;
    2. the Owner has received an annual income certification from each Low-Income Household and Very Low-Income Household and documentation to support such certification;
    3. all of the units in the Project were for use by the general public and used on a nontransient basis;
    4. each building in the Project was suitable for occupancy, taking into account the health, safety and building codes of the City; and
    5. if an Eligible Unit became vacant during the Year, reasonable attempts were or are being made to rent such Eligible Unit or the next available residential unit in the Project of a comparable or smaller size to one or more Low-Income Households before any residential units in the Project were or will be rented to tenants who are not Low-Income Households.
  - (c) The Project constitutes an "Affordable Housing Project" as defined in Section 355.103 of the Regulations.
  - (d) None of the incomes of the Low-Income Households exceeds the applicable limits under the Regulations.
  
5. The Project is in compliance with all of the currently applicable requirements of the Regulatory Agreement, Section 7.28 of the Act, and the Regulations. The Owner will take whatever action is required to ensure that the Project complies with all requirements imposed by the Regulatory Agreement, Section 7.28 of the Act, and the Regulations during the periods required thereby.

# UNOFFICIAL COPY

The Owner shall retain, for the period required under the Regulatory Agreement, as from time to time amended and supplemented, all tenant selection documents, which include but are not limited to: income verification, employment verification, credit reports, leases and low-income computation forms, to be available for periodic inspections by the City or its representative. The Owner shall additionally retain records evidencing the Sponsor's Material Participation (as defined in the Regulations and required in the Regulatory Agreement) in the Project. The City, at its option, can periodically inspect the Project, and all tenancy-related and other documents to determine continued compliance of the Project with all applicable requirements.

6. No litigation or proceedings have been threatened or are pending which may affect the interest of the Owner in the Project or the ability of the Owner to perform its obligations with respect thereto.
7. All units in each building included in the Project are affirmatively marketed and available for occupancy by all persons regardless of race, national origin, religion, creed, sex, age or handicap.
8. The Owner has not demolished any part of the Project or substantially subtracted from any real or personal property of the Project or permitted the use of any residential rental unit for any purpose other than rental housing. The Owner has used its best efforts to repair and restore the Project to substantially the same condition as existed prior to the occurrence of any event causing damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of the Regulatory Agreement.
9. The Owner is in possession of all records which it is required to maintain pursuant to the terms of the Regulatory Agreement, Section 7.28 of the Act, and the Regulations, as well as any additional records which the City has determined to be necessary to the compliance and administration of the Project.
10. The Owner has not executed any agreement with provisions contradictory to, or in opposition to, the provisions of the Regulatory Agreement. The Owner shall continue to cooperate with the City and furnish such documents, reports, exhibits or showings as are required by the Regulatory Agreement, Section 7.28 of the Act, the Regulations and the City or the City's counsel.

If the Owner is unable to make any representation or warranty set forth above, the Owner must immediately contact the City and inform the City of the reason that the Owner is unable to make such representation or warranty.

Under penalties of perjury, the Owner declares that, to the best of its knowledge and belief, each response, representation, warranty and document delivered by the Owner in connection herewith is true, correct and complete and will continue to be true, correct and complete.

# UNOFFICIAL COPY

B. The Sponsor hereby represents and warrants to the City that each of the following statements is true and accurate and covenants as follows:

1. The Sponsor is a not-for-profit corporation incorporated and in good standing in the State of Illinois.
2. The Sponsor received an allocation of affordable housing tax credits from the City in the amount of \$ \_\_\_\_\_ on \_\_\_\_\_, pursuant to Section 7.28 of the Act and the Regulations.
3. The Sponsor received, on or before the Closing Date, one or more Donations in the aggregate amount of \$ \_\_\_\_\_ and provided to DPD the documentation required under the Regulations to evidence such Donation(s).
4. No litigation or proceedings have been threatened or are pending which may affect the ability of the Sponsor to perform its obligations with respect to the Project.
5. The Sponsor is in possession of all records which it is required to maintain pursuant to the terms of the Regulatory Agreement, Section 7.28 of the Act, and the Regulations, as well as any additional records which the City has determined to be necessary for the Sponsor to hold in connection with the Project, including but not limited to evidence of the Material Participation of the Sponsor in the Project as required by the Regulations and the Regulatory Agreement.
6. The Sponsor has not executed any agreement with provisions contradictory to, or in opposition to, the provisions of the Regulatory Agreement. The Sponsor shall continue to cooperate with the City and furnish such documents, reports, exhibits or showings as are required by the Regulatory Agreement, Section 7.28 of the Act, the Regulations and the City or the City's counsel.

If the Sponsor is unable to make any representation or warranty set forth above, the Sponsor must immediately contact the City and inform the City of the reason that the Sponsor is unable to make such representation or warranty.

Under penalties of perjury, the Sponsor declares that, to the best of its knowledge and belief, each response, representation, warranty and document delivered by the Sponsor in connection herewith is true, correct and complete and will continue to be true, correct and complete.

## C. INDEMNIFICATION

The Owner and the Sponsor hereby agree, jointly and severally, to fully and unconditionally indemnify, defend and hold harmless the City from and against any judgments, losses, liabilities, damages (including consequential damages), costs and expenses of whatsoever kind or nature, including, without limitation, attorneys' fees, expert witness fees, and any other professional fees and litigation expenses or other obligations, incurred by the City that may arise in any manner out of or in connection with actions or omissions which result from the Owner's

# UNOFFICIAL COPY

and/or the Sponsor's responses or documents provided pursuant to the terms of this Annual Owner's and Sponsor's Certification, including breaches of the representations and warranties herein contained.

IN WITNESS WHEREOF, the Owner and the Sponsor have executed this Annual Owner's and Sponsor's Certification this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Owner:

Sponsor:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Notary Public

(SEAL)

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## EXHIBIT A

Owner:  
 Sponsor:  
 Mailing Address:  
 Date of Regulatory Agreement:  
 Project Name and No.:  
 Building Address:  
 Building Identification Number:

\*\*\*\*\*

1. Is the date of the attached Annual Report prior to the start of the Compliance Period for this Building?  
 \_\_\_ Yes \_\_\_ No [check one]. If "Yes," do not complete (2) or (3) but go directly to (4). If "No," proceed to (2).

2. Is the date of the attached Annual Report later than the first October 1 following the end of the Compliance Period for this Building? \_\_\_ Yes \_\_\_ No [check one]. If "Yes," do not complete (3) but go directly to (4). If "No," proceed to (3).

3. (a) Tax Credits Allocated to this Project:

(b) Number of Residential Rental Units in this Building:

Studios \_\_\_\_\_ 1 Br \_\_\_\_\_ 2 Br \_\_\_\_\_  
 3 Br \_\_\_\_\_ 4 Br \_\_\_\_\_ 5 or more Br \_\_\_\_\_

(c) Total Square Feet of space contained in Residential Rental Units in this Building:

(d) Total Number of Residential Rental Units rented to Tax Credit Eligible Families:

Studios \_\_\_\_\_ 1 Br \_\_\_\_\_ 2 Br \_\_\_\_\_  
 3 Br \_\_\_\_\_ 4 Br \_\_\_\_\_ 5 or more Br \_\_\_\_\_

4. (a) Note utilities paid by tenants:

---



---



---



---

(b) Note utilities paid by Owner for which tenants reimburse the Owner

---



---

# UNOFFICIAL COPY

---

---

---

- (c) For each Residential Rental Unit in the Project, provide the following from the most current Rent Roll (as of \_\_\_\_\_):

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

TAX CREDIT ELIGIBLE UNITS:

<u>Unit</u>	<u>Br</u>	<u>Rent</u>	<u>Square Footage</u>	<u>Family's Income</u> <u>Size</u>	<u>Family</u> <u>Size</u>
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—

ASSISTED UNITS RENTED TO VERY LOW-INCOME FAMILIES:

<u>Unit</u>	<u>Br</u>	<u>Rent</u>	<u>Square Footage</u>	<u>Family's Income</u>	<u>Family Size</u>
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

---

---

---

---

---

---

---

---

OTHER HOME-ASSISTED UNITS:

<u>Unit</u>	<u>Br</u>	<u>Rent</u>	<u>Square Footage</u>	<u>Family's Income</u>	<u>Family Size</u>
-------------	-----------	-------------	-----------------------	------------------------	--------------------


OTHER UNITS:

<u>Unit</u>	<u>Br</u>	<u>Rent</u>	<u>Square Footage</u>	<u>Family's Income</u>	<u>Family Size</u>
-------------	-----------	-------------	-----------------------	------------------------	--------------------


# UNOFFICIAL COPY

---



---



---



---



---



---



---



---

5. Are there any services provided to the tenants by the Owner, directly or indirectly, which require payments by the tenants to the Owner in excess of the rental rate?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please provide details.

6. Has the rent in any Low-Income Unit or Tax Credit Eligible Unit in the building identified above increased since the filing of the previous Annual Report, or, if this Annual Report is the first Annual Report filed with respect to such building, has the rent been increased from the amounts projected during the construction period?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please provide details.

7. How many Low-Income Units or Tax Credit Eligible Units in this building are now occupied by tenants that did not occupy such units at the time of the last Annual Report filed for this building?

8. What steps did the Owner take to insure that the new tenants qualified as Low-Income Families or Tax Credit Eligible Families, as applicable?

# UNOFFICIAL COPY

9. Have any Low-Income Families or Tax Credit Eligible Families been evicted since the time of the last Annual Report?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please provide details.

10. Has any legal or administrative action been instituted by any Low-Income Family or Tax Credit Eligible Family against the Owner?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please provide details.

11. Has any legal or administrative action been instituted by any City Department against the Owner or building within the last year, i.e. Building Code violations, non-payment of water/sewer bills etc.?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please provide details.

12. Has the Sponsor met the Material Participation requirement in the Project by means of an ownership interest in the Owner?

Yes \_\_\_\_\_ No \_\_\_\_\_

If No, which of the following services has the Sponsor provided on a regular, continuous and substantial basis for more than 300 hours within the last year?

- Personal services to tenants \_\_\_\_\_
- Personal services to prospective tenants \_\_\_\_\_
- Professional services to the Project \_\_\_\_\_

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Please provide details of services indicated.

---

---

---

---

---

---

---

- I. Provide the total amount expended by the Owner in connection with the maintenance and repair of the building. Also, provide details regarding any expenditures made by the Owner for repair and maintenance of the building.  
Attach most current annual certified audit.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

PROPERTY OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

## SCHEDULE 4

### HUD RIDER

#### HUD Rider To Restrictive Covenants

This RIDER TO RESTRICTIVE COVENANTS is made as of March 20, 2015, by TCB Willard Square Apartments LLC, an Illinois limited liability company ("Borrower"), The Community Builders, Inc., a Massachusetts nonprofit corporation, d/b/a TCB Illinois NFP, Inc. (the "Sponsor"), and the City of Chicago, Illinois ("Agency").

WHEREAS, Borrower has obtained financing from Midland Loan Services, Inc., predecessor in interest to PNC Bank, National Association ("Lender") for the benefit of the project known as Willard Square Apartments ("Project"), which loan is secured by a Mortgage ("Security Instrument") dated as of September 1, 2004, and recorded in the Recorder's Office of Cook County, Illinois ("Records") on September 17, 2004 as Document Number 0426135107, and is insured by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, Borrower has received an allocation of Illinois Affordable Housing Tax Credits from the Agency, which Agency is requiring certain restrictions be recorded against the Project (the "Restrictive Covenants") and

WHEREAS, HUD requires as a condition of its insuring Lender's financing to the Project, that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, the Agency has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Rider.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) **In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.**

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means Midland Loan Services, Inc., predecessor in interest to PNC Bank, National Association, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.



# UNOFFICIAL COPY

“Security Instrument” means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

“Surplus Cash” has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the “HUD Requirements”). Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Agency’s ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of Borrower’s knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) [intentionally omitted]

(e) Borrower and the Agency acknowledge that Borrower’s failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

(f) Except for the Agency’s reporting requirement, in enforcing the Restrictive Covenants the Agency will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Borrower is a for-profit entity;
- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- iii. Available residual receipts authorized by HUD, if the Borrower is a non-profit entity.

(g) For so long as the Mortgage Loan is outstanding, Borrower and Agency shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD’s prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Agency may require the Borrower to indemnify and hold the Agency harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Agency relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower’s obligation to indemnify and hold the Agency harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

(i) [intentionally omitted]

# UNOFFICIAL COPY

BORROWER:

TCB Willard Square Apartments LLC, an Illinois limited liability company

By: The Community Builders, Inc., a Massachusetts nonprofit corporation, d/b/a TCB Illinois NFP, Inc., its member

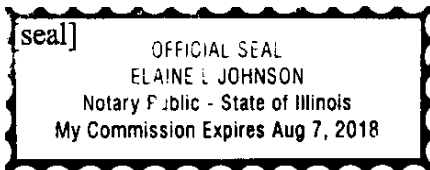
By: *Terr Hamilton Brown*  
 Name: Terr Hamilton Brown  
 Title: Authorized Agent

STATE OF ILLINOIS  
 COUNTY OF COOK

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this 12<sup>th</sup> day March 2015, Terr Hamilton Brown, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her free and voluntary act and the free and voluntary act of The Community Builders, Inc., as the member of TCB Willard Square Apartments LLC for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*Elaine L Johnson*  
 Notary Public



PROPERTY OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

AGENCY:

**CITY OF CHICAGO**, an Illinois municipal corporation,  
acting by and through its Department of Planning and Development

By: \_\_\_\_\_  
Name: Andrew J. Mooney  
Title: Commissioner

STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this March 20, 2015, ANDREW J MOONEY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her free and voluntary act and the free and voluntary act of Andrew J Mooney for the purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Patricia Sulewski  
Notary Public

[seal]



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

SPONSOR:

**The Community Builders, Inc.**, a Massachusetts nonprofit corporation, d/b/a TCB Illinois NFP, Inc.

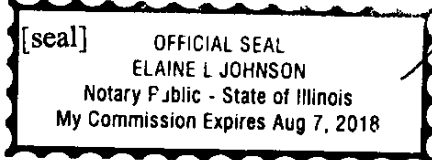
By: *Terr Hamilton Brown*  
Name: Terr Hamilton Brown  
Title: Authorized Agent

STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this 12<sup>th</sup> March 2015, Terr Hamilton Brown, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her free and voluntary act and the free and voluntary act of The Community Builders, Inc. for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*Elaine L Johnson*  
Notary Public



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

[Attach Exhibit A – Legal Description]

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### PARCEL 1: (BUILDING 1)

LOTS 6 AND 7 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4843-4845 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-211-017

### PARCEL 2: (BUILDING 2)

LOTS 9 AND 10 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Common Address: 4851-4853 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-211-019 and 20-10-211-020

### PARCEL 3: (BUILDING 3)

LOTS 11 AND 12 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4857-4859 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-211-021

### PARCEL 4: (BUILDING 4)

THE NORTH 25.00 FEET OF LOT 1 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4901 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-219-001

### PARCEL 5: (BUILDING 5)

LOT 1, EXCEPT THE NORTH 25.00 FEET THEREOF, AND THE NORTH HALF OF LOT 2 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF

# UNOFFICIAL COPY

SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4903-4905 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-219-001

PARCEL 6: (BUILDING 6-INCLUDING OPEN SPACE)

THE SOUTH HALF OF LOT 2, ALL OF LOT 3 AND THE NORTH 20.00 FEET OF LOT 4 ALL IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4907-4909 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-219-001

PARCEL 7: (BUILDING 7)

LOT 8 IN ROBERT'S SUBDIVISION OF PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4914-4916 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-218-035

PARCEL 8: (BUILDING 8)

LOT 4, EXCEPT THE NORTH 20.00 FEET THEREOF, IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4919 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-219-001

PARCEL 9: (BUILDING 9)

LOT 5 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4923-4925 S. St. Lawrence Avenue, Chicago, Illinois

P.I.N. No. 20-10-219-001

PARCEL 10: (BUILDING 10)

# UNOFFICIAL COPY

LOT 6 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4927-4929 S. St. Lawrence Avenue, Chicago, Illinois  
P.I.N. No. 20-10-219-001

PARCEL 11: (BUILDING 11)

LOT 7 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4931-4933 S. St. Lawrence Avenue, Chicago, Illinois  
P.I.N. No. 20-10-219-001

PARCEL 12: (BUILDING 12)

LOT 3 IN BLOCK 2 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4911-4913 S. Champlain Avenue, Chicago, Illinois  
P.I.N. No. 20-10-220-002 and 20-10-220-003

PARCEL 13: (BUILDING 13)

LOT 16 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4940-4942 S. Champlain Avenue, Chicago, Illinois  
P.I.N. No. 20-10-219-014

PARCEL 14: (BUILDING 14)

THE NORTH HALF OF LOT 5 (EXCEPT THAT PART TAKEN FOR ST. LAWRENCE AVENUE) (LYING WEST OF THE EAST 173.83 FEET THEREOF) IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS OF THE SOUTH QUARTER OF THE NORTH EAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 601-603 E. 50th Street, Chicago, Illinois  
P.I.N. No. 20-10-225-001 and 20-10-225-002



# UNOFFICIAL COPY

**PARCEL 15: (BUILDING 15)**

THE WEST 50 FEET OF THE EAST 173.83 FEET OF THE NORTH HALF OF LOT 5 IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS OF THE SOUTH QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 605-609 E. 50th Street, Chicago, Illinois

P.I.N. No. 20-10-225-002 and 20-10-225-003 (n/k/a 20-10-225-015)

**PARCEL 16: (BUILDING 16)**

THE EAST 43.75 FEET OF THE NORTH HALF OF LOT 5 IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS OF THE SOUTH QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 615-617 E. 50th Street, Chicago, Illinois

P.I.N. No. 20-10-225-005

**PARCEL 17: (BUILDING 17)**

LOTS 1 AND 2 IN MERRILL'S SUBDIVISION OF LOT 4 IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS OF THE SOUTH QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 647-649 E. 50th Street, Chicago, Illinois

P.I.N. No. 20-10-226-006 and 20-10-226-005

**PARCEL 18: (BUILDING 18)**

LOTS 1 AND 2 IN THE SUBDIVISION OF LOT 2 IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS OF THE SOUTH QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 711-713 E. 50th Street, Chicago, Illinois

P.I.N. No. 20-10-226-015