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1701947075

HOME IMPROVEMENT GRANT AGREEMENT

Doc# 1701947075 Fee \$60.00

THIS AGREEMENT, on November 10, 2016 between Kalpesh and Shalini Kant ("OWNER"), and the VILLAGE OF SKOKIE, (hereinafter "VILLAGE") an Illinois municipal corporation located at 5127 Oakton Street, Skokie, Illinois. The VILLAGE and OWNER shall jointly be referred to as "Parties".

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/19/2017 11:28 AM PG: 1 OF 12

WITNESSETH:

WHEREAS, the VILLAGE operates a Housing Improvements Program (hereinafter "Program") to financially assist low and moderate income Skokie homeowners with various home repairs in order to maintain the quality of their homes and reduce home energy consumption; and

WHEREAS, eligible home improvements for the Program include, but is not limited to, improvements which are visible to the public, improve the neighborhood, and are life/safety issues such as correcting basement flooding, most weatherization work, roof repairs or replacement, tuckpointing, exterior painting, furnace repair or replacement and major structural repairs; and

WHEREAS, normal home maintenance such as interior painting, carpeting, or kitchen remodeling or other decorating projects are not eligible home improvements under the Program; and

WHEREAS, OWNER of the property commonly known as 9019 Keating in Skokie, Illinois of which letters of office documentation is attached hereto, marked exhibit "1", submitted an application to the VILLAGE requesting to participate in the Program, a copy of which is attached hereto, marked Exhibit "2" and hereby made a part of this **AGREEMENT**; and

WHEREAS, the VILLAGE caused an inspection of the subject premises to verify the need for the requested work and provided the OWNER with an inspection report, a copy of which is attached hereto, marked Exhibit "3" and hereby made a part of this **AGREEMENT**; and

WHEREAS, the subject premises is a residential property improved with either a single-family home, condominium, townhouse, two-flat or cooperative located within the VILLAGE; and

WHEREAS, the VILLAGE has reviewed the aforesaid application and has determined that the OWNER's participation in the Program is in the VILLAGE'S best interest and is in accordance with the objectives of the Program;

NOW, THEREFORE, in consideration of the premises set forth above, and the mutual agreements hereinafter set forth below, it is hereby agreed:

1. **Representations.** The representations set forth in the foregoing recitals are material to this **AGREEMENT** and are hereby incorporated into and made part of this **AGREEMENT** as though they were fully set forth in their entirety in this Section 1.
2. **Definitions.** As used in this **AGREEMENT**, the following definitions shall apply:
Inspection Report: A document prepared on behalf of the VILLAGE based on an examination of the Subject Premises which specifies home improvement work which is eligible for a Grant under the Program.
Project: All of the home improvement work covered under the Grant from the VILLAGE.
Subject Premises: The property is commonly known as 9019 Keating in Skokie, Illinois which is the OWNER's principal residence.
Work: The undertaking of labor by a contractor approved by the VILLAGE to accomplish the home improvements specified in Exhibit "3".
3. **Issuance of Grant.** Pursuant to OWNER's participation in the Program, the VILLAGE agrees to provide OWNER with a grant in an amount not to exceed Twelve Thousand (\$12,000) ("Grant") to pay for materials and contractor's fees for the Project and related Work.

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4. Documentation. **OWNER** represents that he or she is the legal title holder to Subject Premises. In further proof thereof **OWNER** has submitted to the **VILLAGE**:
 - a. Title policy or Letter of Opinion from Chicago Title and Trust Company; or
 - b. Torrens Certificate; or
 - c. if legal title is in a Trust, a letter of direction and certification as to the current beneficiary under such Trust Agreement. A copy of the submitted document(s) is/are attached hereto, refer to Exhibit "1", collectively, and hereby made a part of this **AGREEMENT**.

5. Financial Eligibility. **OWNER** represents to the **VILLAGE** that **OWNER's** total annual household income does not exceed the very low income limits established by the Federal Government as specified in Exhibit "4" attached hereto and hereby made a part of this **AGREEMENT** has submitted the following

6. Homeowner's Representation. The Grant shall be issued to **OWNER** by the **VILLAGE'S** reliance upon all information provided by the **OWNER** and all representations, exhibits, data and other materials submitted with and in support of **OWNER's** participation in the Program. Any misinformation or withholding of material information incident thereto shall, at the option of the **VILLAGE**, give rise to the **VILLAGE'S** right to terminate this **AGREEMENT** pursuant to Section 16 of this **AGREEMENT**.

7. Priority of Improvements. The work to be performed shall be conducted in the following priority, subject to the approval of the **VILLAGE**:
 - a. Work required to correct existing code violations;
 - b. Exterior home improvements;
 - c. All other home improvements.

8. Permits. **OWNER** is responsible for securing and paying for all necessary licenses and permits.

9. Multiple Bids. **OWNER** agrees to obtain at least three (3) bids from qualified contractors for each project and work item. **OWNER** shall be required to utilize the Contractor who has submitted the lowest bid, unless otherwise approved by the **VILLAGE**.

10. No Prior Agreements. **OWNER** has represented to the **VILLAGE** that no prior agreements have been entered into between the owner and any contractor for the project and work to be performed under this **AGREEMENT**.

11. Contracts. **OWNER** must provide the **VILLAGE** with a copy of any and all contracts for the Project and Work to be completed. The contracts must be approved in writing by the **VILLAGE**. No modifications may be made to Village approved contracts without the prior written consent of the **VILLAGE**.

12. Completion of Work. Upon completion of the Project and Work, **OWNER** shall deliver to the **VILLAGE** a contractor's waiver of lien and a certificate executed by the contractor or subcontractor, stating that the Project and Work is final and complete and is in compliance with all applicable federal, state and local laws, rules and regulations.

13. Payment to Contractors. The Parties agree that payments to the contractors shall not occur until the **VILLAGE** has inspected the completed Project and Work and provides the **OWNER** with written approval for payment.

14. Additional Documents. **OWNER** shall supply the **VILLAGE** with such other materials, documents and papers which the **VILLAGE** may require, from time to time.

15. Homeowner Sale of Subject Property. If the **OWNER** sells the Subject Premises or any interest in it is sold or transferred, within 15 years after receipt of grant funds **OWNER** expressly agrees to pay the **VILLAGE** back for the entire Grant or a portion thereof based on the following schedule:

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YEAR FROM RECEIPT OF GRANT FUNDS	PERCENTAGE OF GRANT OWED VILLAGE
0-5	100%
6	50%
7	45%
8	40%
9	35%
10	30%
11	25%
12	20%
13	15%
14	10%
15	5%

16. **Termination.** This Agreement may be terminated at the **VILLAGE'S** option by written notice to the **OWNER** upon the occurrence of any one or more of the following events:
- a. Construction of the Project has not commenced within ninety (90) days of the date of this **AGREEMENT**.
 - b. If any statement or representation made by **OWNER** in its application to the **VILLAGE** shall prove untrue in any material respect, or if the **OWNER** shall have withheld any material information incident thereto.

Delay in the exercise of the **VILLAGE'S** right to terminate shall not be construed as a waiver of any such right to terminate with regard to the occurrence of any specific event referred to above, and the **VILLAGE'S** failure to act as to any such event shall not be construed as a waiver of its rights with respect to any subsequent event of default.

17. **The Village Not a Joint Venturer.** The **VILLAGE** by executing this **AGREEMENT** or any action taken pursuant hereto or contemplated hereby shall not be deemed to be a partner or joint venture with **OWNER** or Contractor or any other parties. **OWNER** indemnifies and holds the **VILLAGE** harmless from any and all liabilities, damages, claims, demands, costs and expenses resulting from such a construction of the Parties and their relationship. Any inspection of the Subject Premises or any analysis of the Project made by the **VILLAGE** is intended solely for the benefit of the **VILLAGE** and shall not be deemed to create or form the basis of any warranty, representation, covenant, implied promise or liability to the **OWNER** or its employees or agents, any guest or invitee upon the Subject Premises or any other person.
18. **Indemnification.** The **OWNER** hereby agrees and covenants to forever hold harmless and indemnify the **VILLAGE** its officers, employees and agents, and to save them from and indemnify for all costs, claims, suits, demands, and actions arising during the term of this **AGREEMENT** directly or indirectly from or because of or in any way connected with this **AGREEMENT** that may be made by **OWNER**, its guests, invitees, or any other person, firm, corporation or organization, for property damage or injury. The provisions of this Section 18 shall survive the expiration or termination of this **AGREEMENT**.

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19. Recording of AGREEMENT. A copy of this **AGREEMENT** shall be recorded against the Subject Premises at the office of the Cook County Recorder of Deeds.
20. Multiple Homeowners. If more than one person has an ownership in the Subject Premises, each person is fully and personally obligated to keep all of the promises made in this **AGREEMENT**, including the promise to pay the full amount owed.
21. Notices. All notices required or to be given pursuant hereto shall be in writing and either delivered personally or by a nationally recognized "over-night" courier service or mailed by United States certified or registered mail, postage prepaid, addressed to Seller and Purchaser as follows:

If to **VILLAGE:** Village of Skokie
5127 Oakton Street Attn: Village Clerk
Skokie, IL 60077

With copies to: Village Manager
5127 Oakton Street
Skokie, IL 60077

Corporation Counsel
5127 Oakton Street
Skokie, IL 60077

If to **OWNER:** Kalpesh Kant
Smalini Kant
9013 Keating
Skokie, IL 60076

Notices shall be deemed effective and properly delivered and received when and if either;

- a. personally delivered;
- b. delivered by Federal Express or other overnight courier; or
- c. deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid.

Either Party may change the names and addresses of the persons to whom notices or copies hereof shall be delivered, by written notice to the **VILLAGE** or **OWNER** or Seller, as the case may be, in the manner herein provided for the service of notice.

22. Entire Binding Understanding; No Oral Modification. All prior understandings and agreements between the Parties are merged into this **AGREEMENT**.
23. Performance. Time is of the essence in this **AGREEMENT**.
24. Severability. Each provision of this **AGREEMENT** is severable from all other provisions of this **AGREEMENT** and, if one or more of the provisions of this **AGREEMENT** shall be declared invalid, the remaining provisions of this **AGREEMENT** shall nevertheless remain in full force and effect.
25. Headings. The headings or titles of the Sections or Paragraphs in this **AGREEMENT** are for convenience only, are not a part of this **AGREEMENT**, and shall not be used as an aid in the construction of any provisions hereof.
26. Due Authority. Each Party signing this **AGREEMENT** represents and warrants that they have full right and authority to enter into and perform this **AGREEMENT** in accordance with the terms hereof.

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VILLAGE OF SKOKIE,

OWNER,

By: *John Lockerby*

By: *K. King - Kant*

John Lockerby
Village Manager

Subscribed and sworn to before me

this 10th day of November 2016

Bernice Chan



Property of Cook County Clerk's Office

UNOFFICIAL COPY*EXHIBIT 1*

First American Title Insurance Company
 27775 Diehl Road, Warrenville, IL 60555
 Phone(877)295-4328, Fax (866)892-1147

OWNERSHIP SEARCH

FILE NO.: 2801814 **DATE:** 11/10/2016

TO:

Village of Skokie
 5127 Oakton St
 Skokie , IL 60077

EFFECTIVE DATE: 09/21/2016

GRANTEE IN LAST DEED OF RECORD: Kalpesh Kant

LEGAL DESCRIPTION:

LOTS 2 AND 3 TAKEN AS A TRACT (EXCEPT THE SOUTH EASTERLY 85.09 FEET THEREOF) AS MEASURED ON THE NORTH EASTERLY LINE OF SAID LOT 2, IN BLOCK 1 IN SECOND ADDITION TO THE BRONX, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS SEARCH REFLECTS THE "GRANTEE IN LAST DEED OF RECORD" OF THE LEGAL DESCRIPTION PROVIDED TO FIRST AMERICAN TITLE INSURANCE COMPANY AS DISCLOSED IN PUBLIC RECORDS ESTABLISHED UNDER STATE STATUTES AND AT THE DATE SHOWN. IF REQUESTED BY THE APPLICANT, IT WILL ALSO ENCOMPASS GENERAL REAL ESTATE TAXES, MORTGAGES, ASSIGNMENTS, JUDGMENTS AND LIENS OF RECORD AS SHOWN IN THE RECORDERS OFFICE OF THE COUNTY WHERE THE SUBJECT PROPERTY IS LOCATED AND WHICH MAY CONSTITUTE A LIEN ON THE DESCRIBED PREMISES. IT DOES NOT CONTAIN A SEARCH OF ANY JUDICIAL PROCEEDINGS IN ANY COURT. THE INFORMATION FURNISHED IN THIS SEARCH IS FOR THE BENEFIT OF THE APPLICANT ONLY. USE OF THIS INFORMATION BY ONE OTHER THAN THE APPLICANT WITHOUT EXPRESS WRITTEN AUTHORIZATION OF THE COMPANY IS PROHIBITED. THIS IS NOT A TITLE INSURANCE POLICY, ABSTRACT, GUARANTY OR OPINION OF TITLE AND MAY NOT BE RELIED UPON AS SUCH. NO AMENDMENT, DELETION OR ENDORSEMENT CAN BE MADE TO THIS SEARCH. IT ONLY REFLECTS THE LAST DEED AS SHOWN IN THE PUBLIC RECORDS. THE COMPANY'S LIABILITY IS LIMITED TO THE ACTUAL AMOUNT PAID FOR THIS SEARCH. ANY CLAIM OF LOSS OR DAMAGE, WHETHER OR NOT BASED ON NEGLIGENCE, SHALL BE LIMITED TO SUCH AMOUNT. IN THE EVENT ANY OF THE ABOVE LIMITING PROVISIONS ARE HELD INVALID OR UNENFORCEABLE THE REMAINING SHALL BE DEEMED NOT TO INCLUDE THAT PORTION AND THEY SHALL HAVE FULL FORCE AND EFFECT.

FOR YOUR PROTECTION, PLEASE OBTAIN A TITLE COMMITMENT AND SUBSEQUENT POLICY OF INSURANCE.

FIRST AMERICAN TITLE INSURANCE COMPANY

BY:

UNOFFICIAL COPY EXHIBIT 2



HOME IMPROVEMENTS PROGRAM APPLICATION

SECTION 1 - Applicant Information			
Name	KALPESH KANT SMALINI KANT		
Address	9019 KEATING AVE. SKOKIE, IL-60076		
Home Phone	647-674-1530	Work Telephone	630-834-8550
Unit Type:	<input type="checkbox"/> Single-family Detached	<input checked="" type="checkbox"/> Townhouse	<input type="checkbox"/> Condominium/Cooperative <input type="checkbox"/> Two-flat
Occupancy:	<input checked="" type="checkbox"/> Own & Occupy Unit	<input type="checkbox"/> Rent & Occupy Unit	<input type="checkbox"/> Do Not Occupy Unit
Race:	<input type="checkbox"/> American Indian or Alaska Native <input checked="" type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Asian and White <input type="checkbox"/> American Indian/Alaskan Native & White <input type="checkbox"/> Black/African American and White <input type="checkbox"/> American Indian/Alaskan Native and Black/African American <input type="checkbox"/> Other multi racial		
Ethnicity: Are you Hispanic or Latino	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Number of Persons in the Household	5	Household Income	
Female Headed Household:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SECTION 2 - Forms to be Submitted			
This application cannot be processed until all of the documents and information listed below are provided. Since all applications will be processed on a first-come first-serve basis, it is extremely important that the applicant provide the documents and information as quickly as possible.			
Federal Income Tax Form 1040/1040A for all persons over 17 years old who contributed to the household income for the last two years with all forms and schedules.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Village Inspection Report	8/3 3000		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Three bids from contractors for improvement work specified in the inspection report			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proof of home ownership			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Amount of grant of loan request	\$2,200 maximum		\$2,200.

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SECTION 3 – Statement of Applicant Understanding (Continued)			
I consent to and authorize the Village to enter the improved property for the sole purpose of determining that the improvements contracted for have been completed. The Village's inspection of work will be to certify completion only. No determination will be made by the Village as to the quality or adequacy of material or workmanship.			Initials: <i>K.K.</i>
The Village will in no way warrant or guarantee any of the work performed and it is my responsibility to determine the acceptability of all material used and work performed by the contractor.			Initials: <i>K.K.</i>
The Village has no responsibility or liability for damages or injury of any kind occurring as a result of my participation in this program.			Initials: <i>K.K.</i>
SECTION 4 – Income Disclosure			
Total household income for the last tax year			\$ 23,638
Total ADJUSTED GROSS INCOME as listed in the applicant's Form 1040/1040A			\$ 22,759
List each household member over 17 years old who contributed to the household income last year.	Name	Income	
	Person A KALPESH KANT	\$1500/month	
	Person B SHALINI KANT	\$ 300/month	
	Person C	\$	
	TOTAL	\$1800/month	
SECTION 5 – Source of Income and Assets			
For each person listed in Section 4 (A, B, C), please provide the following information			
		Person A	Person B
		Person C	
Employment	Name of company	KEN'S VIDEO	FITNESS ASSOCIATES INC
	Address of company, city, state, zip code	333, N. Addison Rd. Addison, IL-60101	9019, Keating Ave Skokie-IL-60076
	Telephone	1-630-834-8550	
Public Assistance (ADC, General Assistance, etc.)	Public Aid case number	96-233-22- CQ 3790	
	Caseworker name		
	Address of office, city, state, zip code	IDHS Northern local Office 4020 St. Louis St. Skokie, IL-60076	
	Telephone		
Social Security (Survivor's Benefits, SSI, Retirement, Disability, etc.)	Social Security number		
	Address of office, city, state, zip code		

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SECTION 5 - Source of Income and Assets (Continued)		Person A	Person B	Person C
<i>Pension</i>	Name of company			
	Address of office, city, state, zip code			
<i>Other Income Not Covered Above</i>	Source			
	Address of office, city, state, zip code			
	Telephone			
<i>Bank Account</i>	Name of bank	U.S. BANK	TCF BANK	
	Account number	157681605323	2770813796	
	Present balance	\$ 2352.53	\$ 962.06	\$
	Annual interest rate	%	%	%
<i>Bank Account</i>	Name of bank			
	Account number			
	Present balance	\$	\$	\$
	Annual interest rate	%	%	%
<i>Bank Account</i>	Name of bank			
	Account number			
	Present balance	\$	\$	\$
	Annual interest rate	%	%	%
<i>Stocks, Bonds, or Other Securities</i>	Name of security			
	Present value			
	Annual dividend or interest paid	\$	\$	\$
<i>Stocks, Bonds, or Other Securities</i>	Name of security			
	Present value			
	Annual dividend or interest paid	\$	\$	\$
<i>Stocks, Bonds, or Other Securities</i>	Name of security			
	Present value			
	Annual dividend or interest paid	\$	\$	\$
<i>Do you own any interest in any real estate other than your home?</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Percent interest ___%	Percent interest ___%	Percent interest ___%	Percent interest ___%

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SECTION 6 – Affidavit of Income and Signature (Notary Required)

I (We) hereby state that I have read, understand and consent to all of the above conditions and that the information provided is true, complete, and correct to the best of my knowledge and that I have not knowingly made any false statements concerning this application.

I (We) authorize the Village of Skokie to check all of the above information, including financial information and references.

I (We), Kalpesh & Shalini Kant, being duly sworn, on oath, deposes and states that my (our) total gross household income for the last tax year was \$ 23,638, and that my (our) total income for this year will not exceed \$ 23,638 based on a current monthly income of \$ 1,800.00.

Subscribed and sworn before me this 30th day of July, 2016

K. Kant
Person A's Signature

Kant
Person B's Signature

N/A
Person C's Signature



[Signature] July 16, 2016
NOTARY PUBLIC

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PREPARED 11/10/16, 14:12:53 CASE HISTORY REPORT PAGE 1
 PROGRAM CE200L CASE NUMBER 16-00001508
 VILLAGE OF SKOKIE

 CASE TYPE DATE ESTABLISHED STATUS STATUS DATE
 Property Index Number
 Address INSPECTOR TENANT NAME TENANT NBR
 GRANT-LOAN PROGRAM 8/01/16 ACTIVE 8/01/16
 10-15-309-076-0000
 9019 KEATING AVE COLLEEN BURKE
 SKOKIE IL 60076

CASE DATA: GRANT OR LOAN.....
 MISCELLANEOUS.....
 CODE ENFORCEMENT HISTORY

NARRATIVE: approved portion of complete roofing, siding 8/03/16
 regular hip 8/03/16
 stop by check with Mr or MS. Kant on project status 10/18/16

NOTICE NAMES: KANT, KALPESH OWNER 847-674-1530
 LEONID MULLER PREVIOUS OWNER

HISTORY:	SCHEDULED ACTION	STATUS	RESULTED	INSPECTOR	TIME
8/03/16 INSPECTION	COMPLETED	8/03/16	COLLEEN BURKE		
RSLT TEXT: 3:00			8/01/16		
RSLT TEXT: Time Stamp: 08/08/2016 06:38 PM	MCINTYRE		8/08/16		
10/18/16 REINSPECTION	COMPLETED	10/18/16	COLLEEN BURKE		
RSLT TEXT: Time Stamp: 10/18/2016 04:19 PM	MCINTYRE		10/18/16		

VIOLATIONS:	DATE	DESCRIPTION	QTY	CODE	STATUS	IN COMPLIANCE	RESOLVED
7/11/16 304.7	1	ROOFS AND DRAINAGE					10/18/16
7/11/16 304.1	1	GENERAL EXTERIOR					
7/11/16 304.13	1	WINDOW AND DOOR FRAMES					
7/11/16 605.2	1	RECEPTACLES					
7/11/16 304.13	1	WINDOW AND DOOR FRAMES					

 TOTAL TIME:

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PREPARED 11/10/16, 14:12:53
PROGRAM CE200L
VILLAGE OF SKOKIE

CASE HISTORY REPORT
CASE NUMBER 16-00001508

Property Index Number	DATE ESTABLISHED	INSPECTOR	TENANT NAME	TENANT NBR	STATUS	STATUS DATE
10-15-309-076-0000	8/01/16	COLLEEN BURKE	ACTIVE			8/01/16

LOCATION:	NARRATIVE:	DATE	STATUS
IL 60076	REPLACE FRONT AND REAR INTERIOR AND STORM DOORS.	11/10/16	IN COMPLIANCE
704.2	1 SMOKE DETECTORS	11/10/16	IN COMPLIANCE
704.2	INSTALL SMOKE DETECTORS IN EACH BEDROOM.	10/21/16	IN COMPLIANCE
704.2	1 SMOKE DETECTORS	10/21/16	IN COMPLIANCE
605.3	INSTALL SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR WITHIN 15 FEET OF BEDROOMS.	10/21/16	ACTIVE
605.3	1 LUMINAIRES	10/21/16	ACTIVE
605.3	MAKE OPERABLE LIGHT FIXTURE IN BASEMENT.	10/18/16	

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