

UNOFFICIAL COPY

PREPARED BY AND WHEN
RECORDED MAIL TO;

Applegate & Thorne-Thomsen,
P.C.
425 S. Financial Place
Suite 1900
Chicago, Illinois 60605
Attn: Dan Klaff



2208040051

Doc# 2208040051 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/21/2022 12:20 PM PG: 1 OF 6

(SPACE ABOVE FOR RECORDER'S USE)

DCEO USE RESTRICTION AGREEMENT

THIS DCEO USE RESTRICTION AGREEMENT (the "Agreement") is made as of March 18th, 2022 by and among The Illinois Department of Commerce and Economic Opportunity ("Grantor"), Academy for Global Citizenship Charter School, an Illinois not-for-profit corporation ("Grantee"), and Academy For Global Citizenship Support Corporation, an Illinois not-for-profit corporation ("Grantee Affiliate").

RECITALS

WHEREAS, Grantor and Grantee entered into that certain Grant Agreement (Agreement No. 21-203266) as fully executed on May 11, 2021 (the "Original Agreement");

WHEREAS, Grantor and Grantee entered into that certain First Amendment to Grant Agreement dated on or about the date hereof (the "Amendment" and with the Original Agreement, the "Grant Agreement");

WHEREAS, pursuant to the Grant Agreement, Grantor agreed to provide Grant Funds (as defined in the Original Agreement) in an amount not to exceed \$31,000,000 to Grantee for the development of a Community Learning, Wellness, and Sustainability Hub;

WHEREAS, Grantor's execution of the Amendment was conditioned on Grantee agreeing to certain use restrictions as further described herein; and

WHEREAS, on or about the date hereof, Grantee is conveying certain real estate (the "Property") in the City of Chicago, County of Cook, State of Illinois, legally described on Exhibit A attached hereto to Grantee Affiliate subject to such use restrictions.

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NOW, THEREFORE, to assure Grantor of the performance by Grantee and Grantee Affiliate of the conditions contained in the Grant Agreement, the Grantee and Grantee Affiliate hereby acknowledge and agree:

1. **USE RESTRICTIONS.** The Property shall be used for non-profit purposes (the "Use Restrictions"). The Property shall be used consistent with the Use Restrictions until the expiration of the records retention period describe in Section 12.1 of the Grant Agreement. Upon the expiration of such period; Grantor shall deliver to Grantee Affiliate or any subsequent owner of the Property, a release of this Agreement in recordable form.

2. **BINDING NATURE OF COVENANTS.** This Agreement shall run with the land and shall bind and inure to the benefit of the parties, their successors and assigns, and every party now or hereafter acquiring any right, title, or interest therein or in any part thereof; provided, however, this Agreement shall not encumber or bind any other real estate owned by Grantee or Grantee Affiliate other than the Property.

3. **ENFORCEMENT.** Enforcement of the foregoing restrictive covenant shall be by proceedings at law or in equity against any person or persons violating or attempting to violate such covenant to restrain violation. Such action may be brought by Grantor.

4. **ATTORNEYS' FEES.** Any person who successfully brings an action for enforcement of this Declaration shall be entitled to recover attorneys' fees and costs for such action, including any successful appellate proceedings, from the then owner of the affected portion or portions of the Property.

5. **REPRESENTATIONS.** Each party to this Agreement represents and warrants to the other parties hereto that (i) it is duly organized and validly existing under the laws of its state of organization, (ii) that this Agreement has been duly authorized by such party by all necessary corporate and/or legislative action, as applicable, (iii) that the individual executing this Agreement on such party's behalf is duly authorized to do so, and (iv) that this Agreement constitutes the legal, valid and binding obligation of such party.

6. **MISCELLANEOUS.** This Agreement may be executed in multiple counterparts and the signature page(s) and acknowledgment(s) assembled into one original document for recordation, and the validity hereof shall not be impaired by reason of such execution in multiple counterparts. This Agreement is to be governed according to the laws of the State of Illinois. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality and enforceability of the other provisions of this Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

GRANTOR:

The State of Illinois, Acting By and Through Its
Department of Commerce and Economic Opportunity

By: Sylvia L. Garcia
Sylvia Garcia
Acting Director

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

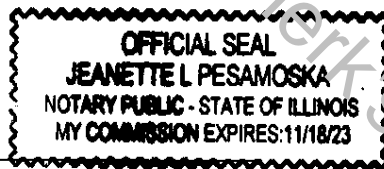
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sylvia Garcia, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Acting Director of the Illinois Department of Commerce and Economic Opportunity, a Department of the State of Illinois, appeared before me this day in person and acknowledged that she signed and delivered the said instrument at her own free and voluntary act and as the free and voluntary act of said department of the state for the uses and purposes therein.

Given under my hand and notarial seal this 25 day of February 2022

[Signature]
Notary Public

(SEAL)

My Commission Expires: _____



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

GRANTEE:

ACADEMY FOR GLOBAL CITIZENSHIP CHARTER SCHOOL,
an Illinois not-for-profit corporation

By: Sarah Elizabeth Ippel
Sarah Elizabeth Ippel,
Chairman and Executive Director

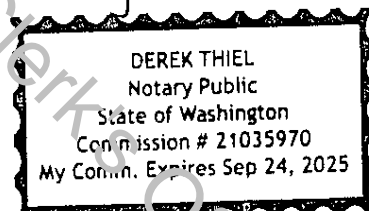
STATE OF VA)
) SS
COUNTY OF King)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sarah Elizabeth Ippel, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Chairman and Executive Director of Academy for Global Citizenship Charter School, an Illinois not-for-profit corporation, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein.

Given under my hand and notarial seal this 15 day of February, 2027.

Derek Thiel
Notary Public

(SEAL)



My Commission Expires: 09/24/2025

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

GRANTEE AFFILIATE:

ACADEMY FOR GLOBAL CITIZENSHIP SUPPORT CORPORATION,
an Illinois not-for-profit corporation

By: Sarah Elizabeth Ippel
Sarah Elizabeth Ippel,
President

STATE OF WA)
) SS
COUNTY OF King)

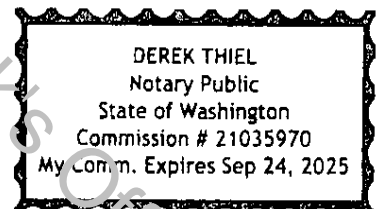
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sarah Elizabeth Ippel, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as the President of Academy for Global Citizenship Support Corporation, an Illinois not-for-profit corporation, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein.

Given under my hand and notarial seal this 15 day of February, 2022.

Derek Thiel
Notary Public

(SEAL)

My Commission Expires: 09/24/2025



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Exhibit A Legal Description

A TRACT OF LAND LOCATED IN SECTION 4, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BOUNDED BY A LINE, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SOUTH CICERO AVENUE BEING ITS INTERSECTION WITH THE NORTH LINE OF WEST 44TH STREET; THENCE SOUTH 88 DEGREES 43 MINUTES 57 SECONDS WEST ALONG SAID NORTH LINE OF WEST 44TH STREET 1377.71 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 61.00 FEET OF LOTS 1 TO 17 BOTH INCLUSIVE IN BLOCK 81 IN FREDERICK H. BARTLETT'S SECOND ADDITION TO CENTRAL CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 26, 1924, AS DOCUMENT NO. 829474 AND THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 32 MINUTES 42 SECONDS WEST ALONG SAID WEST LINE OF THE EAST 61.00 FEET OF LOTS 1 TO 17 BOTH INCLUSIVE, AS AFORESAID 339.56 FEET; THENCE NORTH 88 DEGREES 27 MINUTES 12 SECONDS EAST 116.07 FEET; THENCE NORTH 01 DEGREES 33 MINUTES 56 SECONDS WEST 77.47 FEET; THENCE NORTH 88 DEGREES 27 MINUTES 12 SECONDS EAST 234.68 FEET TO A POINT ON THE WESTERLY LINE OF SOUTH LAPORTE AVENUE AS OPENED BY PLAT OF DEDICATION RECORDED APRIL 17, 1950 AS DOCUMENT 14778842; THENCE SOUTHERLY 44.75 FEET ALONG THE LAST DESCRIBED WESTERLY LINE BEING THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 108.95 FEET AND WHOSE CHORD BEARS SOUTH 10 DEGREES 30 MINUTES 23 SECONDS WEST 44.43 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01 DEGREES 15 MINUTES 34 SECONDS EAST ALONG SAID WESTERLY LINE, TANGENT TO THE LAST DESCRIBED LINE, 75.69 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 114.03 FEET ALONG SAID WESTERLY LINE, BEING THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 190.58 FEET AND WHOSE CHORD BEARS SOUTH 18 DEGREES 24 MINUTES 04 SECONDS EAST 112.34 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 74.54 FEET ALONG SAID WESTERLY LINE, BEING THE ARC OF A TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 124.58 FEET AND WHOSE CHORD BEARS SOUTH 18 DEGREES 24 MINUTES 04 SECONDS EAST 71.44 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01 DEGREES 15 MINUTES 34 SECONDS EAST ALONG SAID WESTERLY LINE, 122.01 FEET TO A POINT ON THE NORTH LINE OF SAID WEST 44TH STREET; THENCE SOUTH 88 DEGREES 43 MINUTES 57 SECONDS WEST ALONG SAID NORTH LINE OF WEST 44TH STREET, 394.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 4300 S. LaPorte Avenue, Chicago Illinois 60638

PINS: 19-04-403-034-0000
19-04-404-037-0000