

UNOFFICIAL COPY

Doc#: 2312847046 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/08/2023 10:30 AM Pg: 1 of 4

3/3
23 CNU 3882635/K
THIS DOCUMENT PREPARED BY
AND AFTER RECORDING
RETURN TO:

Village of Wilmette
Director of Community Development
1200 Wilmette Ave
Wilmette, IL 60091

GRANT REIMBURSEMENT DECLARATION BY
COMMUNITY PARTNERS FOR AFFORDABLE HOUSING,
an Illinois not-for-profit corporation

and

CPAH CLT LLC,
an Illinois limited liability company

3023 CENTRAL AVENUE

WILMETTE, ILLINOIS

UNOFFICIAL COPY

GRANT REIMBURSEMENT DECLARATION

THIS GRANT REIMBURSEMENT DECLARATION ("Declaration") is made this 27th day of April, 2023, by COMMUNITY PARTNERS FOR AFFORDABLE HOUSING, an Illinois not-for-profit corporation and CPAH CLT LLC, an Illinois limited liability company ("Owner"), the record title owner of a certain parcel of real estate located in the Village of Wilmette, Cook County, Illinois, commonly known as 3023 CENTRAL AVENUE, WILMETTE, IL 60091 and legally described in Exhibit A attached to and, by this reference, made a part of this Declaration ("Property").

WITNESSETH:

WHEREAS, the Owner has entered into that certain Grant Agreement by and between the Owner and the Village of Wilmette ("Village"), dated January 22, 2022 ("**Grant Agreement**"), providing for the issuance by the Village of a grant to the Owner to support the purchase, improvement, and lease of the Property as an affordable housing unit; and

NOW, THEREFORE, the Owner voluntarily declares that the interest of the Owner in the Property, all portions thereof, and all improvements constructed thereon, are and shall be held, transferred, sold, conveyed, used, and occupied subject to the following restrictions and provisions:

Section 1. Reimbursement of Village Grant. In the event that the Property or any portion of the Property, or any unit constructed thereon, is found to be in default of the Grant Agreement pursuant to Section 10A of said Agreement with all cure periods expired and no other resolution by the Parties, Owner's maximum financial liability shall be a reimbursement to the Village in an amount equal to the amount of units found to be default divided by fourteen multiplied by the amount of the original grant disbursed by the Village to the Owner in accordance with the Grant Agreement.

Section 2. Amendment. This Declaration shall not be modified, amended or annulled without the express, prior written approval of the Village, by resolution duly adopted.

Section 3. Covenants Running with the Land. The restrictions hereby imposed shall be restrictions running with the land and shall be binding upon the Owner, and its heirs, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the land, and all persons claiming under them.

Section 4. Recordation. This Declaration shall be recorded with the Cook County Clerk's Office, Cook County, Illinois, and all deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Declaration.

Section 5. Term. The restrictions hereby imposed shall be enforceable for a term of 99 years from the date this Declaration is recorded.

Section 6. Attorneys' Fees/Costs. In the event that any Party hereto must enforce this Declaration or defend it, each Party that is successful at their prosecution or defense shall be entitled to all fees/costs including, but not limited to, attorneys' fees, associated therewith.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Owner has caused this Declaration to be executed by a duly authorized representative on the date first above written.

By: CPAH CLT, LLC, an Illinois limited liability company

By: Community Partners for Affordable Housing, an Illinois not for profit corporation, its sole member.



Robert Anthony, President

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Robert Anthony, the President of COMMUNITY PARTNERS FOR AFFORDABLE HOUSING, an Illinois not-for-profit corporation, 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 27 day of April, 2023.



NOTARY PUBLIC

IMPRESS SEAL HERE

My commission expires: 5/17/2023

OFFICIAL SEAL
AMY R KAUFMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/17/2023

OFFICIAL SEAL
AMY R KAUFMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/17/2023

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOT 1 IN BLOCK 3 IN SKOKIE BOULEVARD ADD TO WILMETTE, BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF ROEMER'S SUBDIVISION OF LOTS 38, 39 AND 40 OF COUNTY CLERKS DIV OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EAST 1/2 OF THE VACATED ALLEY LYING WEST AND ADJOINING AND ACCRUING TO SAID LOT 1 ALL IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Nos.: 05-32-112-016-0000

Commonly known as: 3023 Central Avenue, Wilmette, IL 60091

Property of Cook County Clerk's Office