(b) 213209

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO: Illinois Housing Development Authority 111 East Wacker Drive, Suite 1000 Chicago, Illinois 60601 Attention: Brent Butcher

Property Address: See Attached Exhibit A

**Property Identification No(s):** See Attached Exhibit A

IAHTC - 12980

Doc# 2332110012 Fee \$88.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/17/2023 11:03 AM PG: 1 OF 16

# ILLINOIS AFFORDABLE HOUSING TAX CREDIT REGULATORY AGREEMENT

**Project Summary** 

Project Owner: South Park Preservation, LP

Project Owner's Address: 310 S. Peoria St., Suite 500, Chicago, Illinois 60607

"Sponsor": Full Circle Communities, Inc.

Project Name: South Park Plaza

Project Address: See Attached Exhibit A

County/MSA: Cook / City of Chicago

SHTC No.:

Project Unit Count: 34/134 (number of Low Income Household units/total number of units in

project)

THIS ILLINOIS AFFORDABLE HOUSING TAX CREDIT REGULATORY AGREEMENT (this "Agreement") is made as of the 15 day of November., 2023, by and between ILLINOIS HOUSING DEVELOPMENT AUTHORITY (the "Authority"), a body politic and corporate established pursuant to the Illinois Housing Development Act, ILCS 3805/1 et seq., as amended from time to time (the "Act") with its principal offices located at 111 East Wacker Drive, Suite 1000, Chicago, Illinois 60601, and SOUTH PARK PRESERVATION, LP, (the "Owner"), an Illinois limited partnership with its principal offices located at 310 S. Peonia St., Suite 500, Chicago, Illinois 60607, and FULL CIRCLE COMMUNITIES, INC. (the "Sponsor"), an Illinois not-for-profit corporation with its principal offices located at 310 S. Peoria St., Suite 500, Chicago, Illinois 60607.

#### RECITALS:

A. Pursuant to a ground lease between Chicago Housing Authority, an Illinois municipal corporation ("CHA") and Full Circle Communities, Inc., an Illinois not-for-profit corporation ("Full Circle") and assigned by Full Circle to the Owner, the Owner is the holder of leasehold title to certain real property upon which a qualified low-income housing development is erected, or to be erected, with the common address set forth above in the Project Summary, and legally described on Exhibit A attached to and

made a part of this Agreement (such leasehold interest in the real estate, easements, rights and privileges are collectively referred to in this Agreement as the "Real Estate"). The Real Estate and the improvements to be rehabilitated on it are collectively referred to in this Agreement as the "Project."

- B. The Authority is administrator of the Affordable Housing Tax Credit Program (the "Program") for the State of Illinois, as authorized under Section 7.28 of the Illinois Housing Development Act (the "Act"), and the rules promulgated thereunder (the "Rules"). As Administrator of the Program, the Authority is responsible for reserving and allocating Affordable Housing Tax Credits in connection with qualified Affordable Housing Projects. All capitalized terms used in this Agreement and not otherwise defined shall have the meanings established in the Rules.
- C. The Sponsor, an Illinois not-for-profit corporation, has received a Donation for the Project, which is of financial benefit to Owner; the Authority has determined that the Project qualifies as an Affordable Housing Project and has allocated or will allocate Affordable Housing Tax Credits in connection with that Donation.
- **D.** It is a requirement of the allocation of Affordable Housing Tax Credits that Owner and Sponsor enter into this Regulatory Agreement and consent to be regulated and restricted by the Authority as provided herein, and as provided for in the Act and the Rules.
- NOW, THEREFORE, in consideration of the foregoing recitals and the allocation of Affordable Housing Tax Credits in connection with the Donation made to the Sponsor, the Owner agrees as follows:
- 1. <u>Incorporation</u>. The foregoing recitals are incorporated in this Agreement by this reference.
- 2. Act and Rules. Owner agrees that for so long as this Agreement is in effect, its acts regarding the Project shall be in conformance with Section 7.28 of the Act and the Rules, as they may be amended and supplemented from time to tine.
- 3. Representations and Agreements. Owner further represents and agrees that:
  - a. At least the number of the units set forth above in the Project Summary shall be occupied by Households (as defined in **Paragraph 8** hereof) whose income, at the time of initial occupancy, does not exceed the income limits for Low Income Households (as defined in **Paragraph 8** hereof);
  - b. On forms approved by the Authority, Owner shall obtain from each prospective Very Low Income Household and Low Income Household prior to its admission to the Project, a certification of income (the "Certification").

Owner shall submit such Certifications to the Authority in the manner prescribed by the Authority;

- c. In the manner prescribed by the Authority, Owner shall obtain written evidence substantiating the information given on such Certifications and shall retain such evidence in its files at the Project for three (3) years after the year to which such evidence pertains. Within thirty (30) days after the end of each calendar year, Owner shall certify to the Authority that, at the time of such certification and during the preceding calendar year, Owner was in compliance with the requirements of this **Paragraph 3**, or, if Owner is not or has not been in compliance with such requirements, Owner shall give notice to the Authority of its failure to comply and the corrective action Owner is taking or has taken;
- d. Owner shall comply with the rent limitations contained in the definition of Affordable Housing Project in Section 355.103 of the Rules; Owner shall annually submit to the Authority for approval a schedule of rents for the units in the Project subject to the income restrictions set forth in this Agreement; Owner shall not change the rent schedule for such units without the Authority's approval.
- 4. <u>Transfer or Change of Ownership</u>. Owner shall not, without the prior written approval of the Authority (which may be given or withheld in the Authority's reasonable discretion) transfer or change the ownership of the Project.
- 5. Owner Duties. In addition to, but not by way of limitation of, the other duties of Owner set forth in this Agreement, Owner shall comply with the following:
  - a. <u>Audit</u>. The Project and the books, contracts, records, documents and other papers relating to it, and the books and records relating to Owner, shall at all times be maintained in reasonable condition for, and shall be subject to, examination, inspection and copying by the Authority or its agent or representative upon reasonable prior notice during normal business hours.
  - b. <u>Furnishing Information</u>. At the request of the Authority, Owner shall furnish such operating reports, certifications and other information as may be required by the Authority to monitor the Project's compliance with this Agreement.
- 6. <u>Violation of Agreement by Owner</u>. Upon violation of any of the provisions of this Agreement by Owner, the Authority may give notice of such violation to Owner as provided in **Paragraph 15** hereof. If such violation is not corrected to the satisfaction of the Authority within thirty (30) days after such notice, the Authority may declare a default under this Agreement, effective on the date of notice of such declaration of default to Owner, and upon such default, and so long as such default is continuing, the Authority may do the following:

- a. Apply to any court, state or federal, for specific performance of this Agreement, for an injunction against any violation of this Agreement, or for such other relief as may be appropriate. Because the injury to the Authority arising from a default under any of the terms of this Agreement would be irreparable and the amount of damages would be difficult to ascertain, Owner acknowledges and agrees that the Authority's remedies at law, in the event of a violation of this Agreement, would be inadequate to assure the Authority's public purpose under the Act; or
- b. Exercise such other rights or remedies as may be available to the Authority under this Agreement, at law or in equity.

If the Authority takes legal action to enforce this Agreement and prevails in its position, Owner shall pay the Authority's reasonable attorneys' fees, costs, disbursements, and other expenses in connection with such legal action.

The Authority's remedies are cumulative and the exercise of one shall not be deemed an election of remedies, nor foreclose the exercise of the Authority's other remedies. No waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach. The failure or delay of the Authority in exercising any of its rights under this Agreement in any one or more instances, or the exercise of less than all of its rights in any one or more instances, shall not be deemed or construed as a waiver of any such rights.

Termination of Liabilities. In the event of a sale or other transfer of the Project, all of the duties, obligations, undertakings and liabilities of Owner or other transferor (the "Transferor") under the terms of this Agreement shall thereafter cease and terminate as to the Transferor, except as to any acts or omissions or obligations to be paid or performed by the Transferor that occurred or arose prior to such sale or transfer. As a condition precedent to the termination of the liability of the Transferor under this Agreement, the transferee of the Project (a "New Owner"), as a condition precedent to its admission as a New Owner, shall assume in writing, on the same terms and conditions as apply to the Transferor, all of the duties and obligations of the Transferor ar sing under this Agreement from and after the date of such sale or transfer. Such assumption shall be in form and substance acceptable to the Authority. Any such New Owner shall not be obligated with respect to matters or events that occur or arise before its admission as a New Owner.

#### 8. Definitions.

a. "Very Low Income Household". As used in this Agreement, the phrase "Very Low Income Household" means a single person, family or unrelated persons living together whose adjusted income is less than or equal to fifty percent (50%) of the median income of the County, or the metropolitan statistical area set forth above in the Project Summary (the "Median Income"), adjusted for family size, as such adjusted income and median income are

determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937.

- b. "Low Income Household". As used in this Agreement, the phrase "Low Income Household" means a single person, family or unrelated persons living together whose adjusted income is less than or equal to sixty percent (60%) of the Median Income.
- c. "Household". As used in this Agreement, the word "Household" n eans a person, family or unrelated persons leasing a Unit in the Project.

#### 9. Term of Agreement; Covenants Run with Project.

- a. The term of this Agreement shall be ten (10) years from the date the building is placed in service. Placed in service shall mean the date on which the building is ready and available for its specifically assigned function, i.e., the date on which the first unit in the building is certified as being suitable for occupancy in accordance with state or local law.
- b. The covenan's and agreements set forth in this Agreement shall encumber the Project and be onding on any New Owner and any other future owners of the Project and the holder of any legal, equitable or beneficial interest in it for the term of this Agreement.
- Paragraphs 7 and 13 hereof, if the Project is foreclosed or title to the Project is transferred pursuant to a deed in lieu of foreclosure, this Agreement and all covenants and agreements contained in it shall automatically terminate upon either entry of a final, non-appealable order confirming the foreclosure sale and delivery of a deed to a purchaser at such a sale, or delivery of the deed in lieu of foreclosure to a new owner, as the case may be. Any such foreclosure or transfer that occurs prior to the maturity of any loan shall not terminate the covenants and restrictions contained in this Agreement if such foreclosure or transfer is pursuant to an arrangement between Owner and any other party, a purpose of which is to terminate such covenants and restrictions.
- 10. <u>Amendment of Agreement</u>. This Agreement shall not be altered or amended without the prior written approval of the Authority.
- 11. Execution of Conflicting Documents. Owner warrants that it has not executed, and it agrees that it shall not execute, any other agreement with provisions contradictory, or in opposition, to the provisions of this Agreement, and that, in any event, the requirements of this Agreement are and shall be paramount and controlling as to the rights and obligations set forth in such other agreement and supersede any other requirements in conflict with this Agreement. Notwithstanding the foregoing, in the

Section 8 Project-Based Voucher Use Restriction Agreement ("PBV Use Restriction Agreement Agreement") dated of even date herewith between the CHA and the Borrower contains restrictions or obligations that are more restrictive than those contained in this Agreement, the PBV Use Restriction Agreement shall control. Nothing in this Agreement shall require the violation of rules or regulations of the CHA Section 8 Project-Bases Voucher program pursuant to Section 8 of the United States Housing Act of 1937 (42 U.S.C 1437f).

- Partial Invalidity. If any term, covenant, condition or provision of this 12. Agreement, or its application to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of it to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such determination and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the failest extent permitted by law.
- Successor: Subject to the provisions of Paragraph 7 hereof, this 13. Agreement shall bind Owner, its legal representatives, successors in office or interest and assigns; however, Owner may not assign this Agreement, or any of its obligations under this Agreement, without the prior written approval of the Authority.
- Captions. The captions used in this Agreement are used only as a matter 14. of convenience and for reference and in no way define, limit or describe its scope or intent.
- Notices. Any notice, demand, request or other communication that any 15. party may desire or may be required to give to any other party under this Agreement shall be given in writing, at the addresses set forth below, by any cf the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, the Office postage prepaid, return receipt requested.

If to Owner:

South Park Preservation, LP c/o Full Circle Communities, Inc. 310 S. Peoria Street, Suite 500 Chicago, IL 60607 Attention: Joshua Wilmoth

with a courtesy copy to:

BAHC Development, LLC 936 S. Kenilworth Ave Oak Park, IL 60304 Attention: Christopher Block

Applegate & Thorne-Thomsen, P.C. 425 S. Financial Place, Suite 1900 Chicago, Illinois 60605 Attention: Nicholas Brunick

and

NEF Assignment Corporation.
10 S. Riverside Plaza, Suite 1700
Chicago, Illinois 60606
Attention. Michael Rogers, SVP General Counsel

If to Authority:

Illinois Housing Development Authority 111 East Wacker Drive, Suite 1000 Chicago, Illinois 60601 Attention: Legal Department

In connection with a courses/copy, the Authority will exercise reasonable efforts to provide copies of any notices given to Owner; however, the Authority's failure to furnish copies of such notices shall not limit the Authority's exercise of any of its rights and remedies under any document evide icing, securing or governing the Program, or affect the validity of the notice.

Such addresses may be changed by notice to the other party given in the same manner as provided in this **Paragraph 15**. Any redice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

- 16. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.
- 17. Subordination. If the PBV Use Restriction Agreement contains restrictions or obligations that are more restrictive than those contained in this Agreement, the PBV Use Agreement shall control. Nothing in this Agreement shall require the violation of rules or regulations of the CHA Section 8 Project-Bases Voucher

program pursuant to Section 8 of the United States Housing Act of 1937 (42 U.S.C 1437f).

[SIGNATURES PAGE TO FOLLOW]

COOK COUNTY CLERK CE
RECONCING DIMS, 118 N. CLARK ST. R. 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECURDING DIMISION
118 H. CLACK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE RECUIDING DIVISION 118 M. CLAIK ST. RGCM 120 CHICAGO, IL 60602-1387

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

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OWN	ΓΗ PAI	RK PR	ESEPVATION, LP,			
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Ву:	South Park Plaza GP, LLC a Delaware limited liability company, its general partner					
	Ву:	a Del	FCC South Park GP, LLC, a Delaware limited liability company, its managing member			
		Ву:	Full Circle Communities, Inc., an Illinois not-for-profit corporits sole member  By:	ation,		
			By: Name: Joshua Wilmoth Title: President & CEO			
SPON	SOR:			CO		
			OMMUNITIES, INC., of it corporation			
Ву:	···					
	d Name esident		ia Wilmoth			

Signature Page IAHTC Regulatory Agreement

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

#### **AUTHORITY:**

#### ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By:	Nama		
Its:	Name:	20	
OWNI	ER:		
		K PRESFR / ATION, LP, ited partnership	
By:	South Park Plaza GP, LLC a Delaware limited liability centrally, its general partner		
	Ву:	FCC South Park GP, LLC, a Delaware limited liability company, its managing member	
		By: Full Circle Communities, Inc., an Illinois not-for-profit corporation, its sole member  By: Name: Joshua Walmoth Title: President & CEO	
SPON	SOR:		

FULL CIRCLE COMMUNITIES, INC.,

an Illinois not-for-profit corporation

Printed Name: Joshua Wilmoth

Its: President & CEO

Signature Page IAHTC Regulatory Agreement

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## **UNOFFICIAL COPY**

STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Maureen G. Ohle personally known to me to be the GENERAL COUNSEL of ILLINOIS HOUSING DEVELOPMENT AUTHORITY, 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 he/she signed and delivered the said instrument in his/her capacity as the GENERAL COUNSEL of ILLINOIS HOUSING DEVELOPMENT AUTHORITY as his/her free and voluntary act and deed and as the free and voluntary act and deed of ILLINOIS HOUSING DEVELOPMENT AUTHORITY for the uses and purposes therein set forth.

Given under my hand and official seal this (3 day of NOVEMBER, 2023.

OFFICIAL SEAL SHANNON D LINDSEY

NOTARY FUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 3/20/2025

COOK COUNTY CLERK OFFICE RECURDING DIVISION 118 N. CLAMOST, ROOM 120 CHICAGO, IL 60602-1387

Signature Page IAHTC Regulatory Agreement

2332110012 Page: 12 of 16

### **UNOFFICIAL COP**

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 <u>Julimoth</u>, personally known to me to be the resident CEO of Full Circle Communities, Inc., an Illinois not-for-profit corporation ("FCC"), the sole member of FCC South Park GP, LLC, a Delaware limited liability company ("Managing Member"), the managing member of South Park Plaza GP LLC, a Deir wire limited liability company ("General Partner"), the general partner of South Park Preservation, LP, an Illinois limited partnership (the "Partnership"), 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 severally acknowledged that as such President and CEC of FCC, he signed and delivered the said instrument, pursuant to authority given by the board of directors of FCC as his free and voluntary act, and as the free and voluntary act and deed of FCC, Managing Member, General Partner, and the Partnership, for the uses and purposes therein set forth.

Given under my hand and official scal this Day of

OFFICIAL SEAL BRIDGET A WHITE NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXPIRES:07/22/24

COOK COUNTY CLERK OFFICE RECORDING DIVISION 118 N. CLA X ST. ROCM 120 CHICAGO, IL 60602-1387

2332110012 Page: 13 of 16

### **UNOFFICIAL COPY**

STATE OF ILL		)	
	COOL	) S	S
COUNTY OF		)	

I, the undersigned, a Notary Public in and for the county and State aforesaid, do certify that \_\_\_\_\_, will will, personally known to me to be the hereby certify that \( \). \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( corporation ("FCC"), 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 severally acknowledged that as such President and CEO of FCC, he signed and delivered the said instrument, pursuant to authority given by the board of directors of FCC as his free and voraniary act, and as the free and voluntary act and deed of FCC, for the uses and purposes therein set forth.

Given under my hand and official seal this day of

OFFICIAL SEAL BRIDGET A WHITE NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXPIRES:07/22/24

Dy Clart's Office **COOK COUNTY CLERK OFFICE** RECORDING DIVISION 118 N. CLARK ST. ROOM 120

CHICAGO, IL 60602-1387

Signature Page IAHTC Regulatory Agreement

2332110012 Page: 14 of 16

### **UNOFFICIAL COPY**

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

#### PARCEL A:

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREINAFTER REFERRED TO AS THE LEASE, EXECUTED BY THE CHICAGO HOUSING AUTHORITY, AS LANDLORD, AND WOODLAWN COMMUNITY DEVELOPMENT CORPORATION, AS TENANT, DATED SEPTEMBER 1, 2003, WHIC'LLEASE COMMENCES SEPTEMBER 1, 2003 AND TERMINATES AUGUST 31, 2102 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 0326639000 AND WHICH LEASE DEWISES PARCELS I AND 2 HEREINAFTER DESCRIBED (EXCEPT THE BUILDINGS AND IMPROVEMENTS THEREON), TO WIT:

#### PARCEL 1:

A PARCEL OF LAND COMPRISED OF SUNDRY LOTS AND SUB LOTS, TOGETHER WITH THE VACATED ALLEYS ADJACENT TO AND ADJOINING SAID LOTS AND SUB LOTS, ALI IN BLOCK 79 AND A PART OF BLOCK 84, BOTH IN THE CANAL TRUSTEES! SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF EAST 26TH STREET WITH THE WEST LINE OF SOUTH MARTIN LUTHER KING JR. DRIVE, FORMERLY SOUTH SOUTH PARK WAY, (SAID WEST LINE BEING 165.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST OUARTER OF SAID SECTION 27); THENCE SOUTH ALONG SAID WEST LINE OF SAID SOUTH MARTIN LUTHER KING JR. DRIVE, A DISTANCE OF 375.46 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LOT 1 IN H. MCAULEY'S SUBDIVISION OF SAID BLOCK 84; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 49.84 FEET TO THE EAST TIME OF A NORTH AND SOUTH 16 FOOT PUBLIC ALLEY; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 26.50 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE PUBLIC ALLEY, 16 FEET WIDE, AS SAID ALLEY WAS DEDICATED BY INSTRUMENT RECORDED JANUARY 11, 1951 AS DOCUMENT 14989816 (SAID ALLEY BEING THE SOUTH 16 FEET OF LOT 13 IN SAID H. MCAULEY'S SUBDIVISION OF BLOCK 84); THENCE WEST ALONG THE NORTH LINE OF SAID PUBLIC ALLEY, A DISTANCE OF 193.84 FEET TO AN INTERSECTION WITH THE EAST LINE OF SOUTH CALUMET AVENUE; THENCE NORTH ALONG THE EAST LINE OF SOUTH CALUMET AVENUE, A DISTANCE OF 348.72 FEET TO SAID SOUTH LINE OF EAST 26TH STREET; THENCE EAST ALONG SAID SOUTH LINE OF EAST 26TH STREET (SAID

Exhibit A IAHTC Regulatory Agreement

SOUTH LINE BEING ALSO THE NORTH LINE OF SAID BLOCK 79), A DISTANCE OF 243.62 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2:

A PARCEL OF LAND COMPRISED OF SUNDRY LOTS AND SUB LOTS, TOGETHER WITH THE VACATED ALLEYS ADJACENT TO AND ADJOINING SAID LOTS AND SUB LOTS, ALL IN BLOCK 79 AND A PART OF BLOCK 84, BOTH IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINC PAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIPED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF EAST 26TH STREET WITH THE WEST LINE OF SOUTH CALUMET AVENUE; THENCE SOUTH ALONG THE WEST LINE OF SOUTH CALUMET AVENUE, A DISTANCE OF 221.93 FEET TO POINT WHICH IS 94.76 FEET, AS MEASURED ALONG SAID WEST LINE, NORTH OF THE INTERSECTION OF SAID WEST LINE WITH THE SOUTH LINE OF SAID BLOCK 79; THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF SAID SOUTH CALUMET AVENUE, A DISTANCE OF 72.83 FEET THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 94.72 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 79; THENCE WEST ALONG SAID SOUTH LINE OF BLOCK 79, A DISTANCE OF 107.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE VACATED NORTH AND SOUTH ALLEY, 16 FEET WIDE, AS SAID ALLEY WAS VACATED BY ORDINANCE PASSED MAY 24, 1951 AND RECORDED AUGUST 7, 1951 AS DOCUMENT 15141126; THENCE SOUTH ALONG THE EAST LINE OF SAID 50 76 DISTANCE OF FEET; ALLEY, A SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 39.54 FEET, TO AN INTERSECTION WITH A LINE WHICH IS 17100 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH PRAIRIE AVENUE; THENCE WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SOUTH PRAIRIE AVENUE, A DISTANCE OF 171.00 FEET TO AN INTERSECTION WITH SAID EAST LINE, SAID POINT OF INTERSECTION BEING 87.63 FLET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTH LINE OF BLOCK 84 (SAID NORTH LINE BEING ALSO THE SOUTH LINE OF BLOCK 79, AFORESAID); THENCE NORTH ALONG THE EAST LINE OF SOUTH PRAIRIE AVENUE, SAID EAST LINE BEING ALSO THE WEST LINE OF SAID BLOCKS 79 AND 84, A DISTANCE OF 404.00 FEET TO THE SOUTH LINE OF EAST 26TH STREET; THENCE EAST ALONG SAID SOUTH LINE OF EAST 26TH STREET, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF SAID BLOCK 79), A DISTANCE OF 375.62 FEET TO THE POINT OF BEGINNING.

PARCEL B:

Exhibit A IAHTC Regulatory Agreement

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# **UNOFFICIAL COPY**

ALL BUILDINGS AND IMPROVEMENTS NOW LOCATED AND HEREAFTER 
ERECTED ON THE LAND DEMISED IN THE LEASE DESCRIBED IN PARCEL A
ABOVE.\*\*\*

PERMANENT REAL ESTATE INDEX NO. 17-27-306-080 - 0000 PERMANENT REAL ESTATE INDEX NO. 17-27-306-081-0000 PERMANENT REAL ESTATE INDEX NO. 17-27-307-043 - 0000 PERMANENT REAL ESTATE INDEX NO. 17-27-307-066 - 0000 PERMANENT REAL ESTATE INDEX NO. 17-27-307-067 - 0000

Common Address: 2600 S. King Drive, Chicago, Illinois 60616

COOK COUNTY CLERK OFFICE RECORDING DIVISION 118 N. CLAAK ST. ROOM 120 CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARAST. ROOM 120
CHICAGO, IL 50602-1387

COOK COUNTY CLERK OFFICE RECORDING DIVISION 118 N. CLARK ST. ROOM 120 CHICAGO, IL 60602-1387

Exhibit A IAHTC Regulatory Agreement