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Prepared by, after Recorded Return To:

Elvin E. Charity, Esq.
Charity & Associates, P.C.
20 North Clark Street, Suite 3300
Chicago, Illinois 60602

Doc# 2333410047 Fee \$79.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/30/2023 02:12 PM PG: 1 OF 15

CAPITAL MAGNET FUND RESTRICTIVE COVENANT AGREEMENT (Loan No. 18717)

THIS CAPITAL MAGNET FUND RESTRICTIVE COVENANT AGREEMENT (this "Restrictive Covenant") is made as of this 29th day of November, 2023, by ARLINGTON HEIGHTS PSH, LLC, an Illinois limited liability company ("Borrower"), for the benefit of IFF, an Illinois not for profit corporation ("Lender").

RECITALS

A. Borrower holds fee simple title to certain real property that (i) is located in Cook County, Illinois, (ii) has a street address of 1519-1625 South Arlington Road, Arlington Heights, Illinois, and (iii) is legally described on Exhibit A attached hereto (the "Restricted Property").

B. Borrower proposes to construct a 25-unit affordable supportive housing project to be known as "Grace Terrace" on the Restricted Property (the "Project"), which is a Project that is creating Affordable Housing (as that term is defined in 12 CFR Part 1807 Subpart D) and thereby qualifies for financing assistance from Lender's CMF Affordable Housing Fund, which is funded by an award from the CDFI Fund's Capital Magnet Fund (the "CMF Award") and administered consistent with the requirements of 12 CFR Part 1807 (the "CMF Requirements").

C. Lender is loaning a portion of the CMF Award to Borrower to finance certain pre-development costs related to the Project to be constructed on the Restricted Property (the "CMF Funds"), which loan is evidenced by that certain Promissory Note, dated as of November 29, 2023 in the principal amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), made by Borrower payable to Lender (the "Promissory Note"). The Promissory Note is secured by that certain Mortgage, Personal Property Security Agreement, Assignment of Leases and Rentals and Financing Statement, of even date herewith, made by Borrower in favor Lender (the "Mortgage") and recorded concurrently herewith in the Office of the Clerk of Cook County, Illinois.

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D. One of the CMF Requirements is that Borrower place certain restrictive covenants on the Restricted Property for a period of ten (10) years from the date the Restricted Property is "placed in service."

AGREEMENTS

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made a part of this Restrictive Covenant, receipt of the CMF Funds, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower hereby agrees as follows:

1. Affordability Period and Placed In Service Date.

(a) Affordability Period. Subject to the provisions of Section 3 below, this Restrictive Covenant and the restrictions described herein shall encumber the Restricted Property and remain in full force and effect for a period of ten (10) years commencing on the Placed In Service Date (as defined below) and shall automatically terminate (without any further action by Lender or Borrower) on the tenth (10th) anniversary of the Placed in Service Date (the "Affordability Period").

(b) Placed In Service Date. The date on which the construction of the Restricted Property is completed, and initial occupancy, as set forth in 12 CFR Part 1807, is achieved, is the "Placed In Service Date." Upon completion and initial occupancy of the Project, Borrower and Lender shall execute and record in the official real property records of Cook County, Illinois, the Memorandum of Placed In Service Date in the form attached to and made a part of this Restrictive Covenant as Exhibit B.

2. Restrictions. During the Affordability Period, the Restricted Property and the Project shall:

(a) be Affordable Housing, as defined in subpart D of 12 CFR Part 1807;

(b) meet all applicable state and local codes, construction standards, ordinances and zoning requirements, or, in the absence of a state or local building code, the International Residential Code or International Building Code (as applicable) of the International Code Council;

(c) meet all applicable accessibility requirements set forth at 24 CFR part 8, which implements section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Multi-family housing, as defined in 24 CFR 100.201, must also meet all applicable design and construction requirements set forth in 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619);

(d) meet all applicable state and local codes, ordinances or other disaster mitigation requirements (e.g. earthquake, hurricanes, flooding, wind, fires), or other requirements as the Department of Housing and Urban Development has established in 24 CFR part 93;

(e) meet all applicable lead-based paint requirements, including those set forth in 24 CFR part 35; and

(f) if the remaining useful life of one or more of the major systems of the Restricted Property is less than the 10-year Affordability Period, on the Placed In Service Date Borrower must

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establish a replacement reserve and thereafter ensure that monthly payments are made to the reserve that are adequate to repair or replace the systems as needed. Major systems include, structural support, roofing, cladding and weather proofing (e.g. windows, doors, siding, gutters), plumbing, electrical, heating, ventilation and air conditioning.

3. Termination of Restrictive Covenant in Event of Foreclosure. This Restrictive Covenant will automatically terminate (without any further action by Borrower or Lender) upon foreclosure of an Approved Mortgage (defined below) or upon transfer of the Restricted Property in lieu of foreclosure of an Approved Mortgage, provided however, this Restrictive Covenant shall revive according to the original terms if, during the Affordability Period, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Restricted Property. "Approved Mortgage" means the Mortgage and any other mortgage which Lender has approved as a permitted encumbrance on the Restricted Property.

4. CMF Requirements. During the Affordability Period Borrower agrees to comply with the CMF Requirements, including the following covenants and agreements:

- (a) Pursuant to 12 CFR §1807.400, all of the CMF Funds shall be used to create units of housing for individuals and/or families to be occupied by and affordable for households with incomes at or below 120% of area median income ("AMI") (the "Affordable Units").
- (b) Pursuant to 12 CFR §1807.400, greater than fifty percent (50%) of the Affordable Units shall be occupied by households that qualify as Low-Income (51% to 80% AMI) ("LI"), Very Low-Income (31% to 50% AMI) ("VLI"), or Extremely Low-Income Families (less than 30% AMI) ("ELI").
- (c) Pursuant to 12 CFR §1807.401, at least twenty-percent (20%) of the Project's residential units shall be occupied by residents who meet affordability qualifications for LI, VLI, or ELI.
- (d) The gross rent limits, utility allowances, and submetering rules for the Affordable Units shall be consistent with the requirements of IRC section 42(g)(2) and consistent with 12 CFR §1807.401. Tenants shall be given at least 30 days prior written notice of any rent increase for an Affordable Unit.
- (e) Borrower shall not refuse to lease an Affordable Unit to a Section 8 program certificate or voucher holder (24 CFR part (982, Section 8) or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.
- (f) Borrower shall implement appropriate tracking mechanisms to determine tenant income, consistent with 12 CFR §1807.401(f), to ensure compliance with the covenants contained in this Restrictive Covenant and shall comply with the reporting obligations as required by Lender.

5. Default. Borrower will notify Lender if it is aware at any time that Borrower does not or cannot comply with the obligations, covenants, and restrictions set forth in this Restrictive Covenant. Failure to comply with the terms and provisions of this Restrictive Covenant shall constitute an Event of Default (as defined in the Loan Agreement).

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6. Prepayment; Reporting Requirements. Borrower agrees that in the event Borrower elects to prepay the Promissory Note this Restrictive Covenant shall remain in full force and effect until the expiration of the Affordability Period and Borrower shall continue to comply with the reporting requirements set forth in the CMF Requirements until the expiration of the Affordability Period.

7. Automatic Termination at End of Affordability Period. Notwithstanding any provision in this Restrictive Covenant to the contrary, if this Restrictive Covenant has not previously terminated in accordance with the provisions of this Agreement, then this Restrictive Covenant shall automatically terminate (without any further action by Borrower or Lender) upon expiration of the Affordability Period.

8. Termination by Mutual Agreement. Borrower and Lender may terminate this Restrictive Covenant at any time by executing and recording, with the Office of the Clerk of Cook County, Illinois, a mutual termination of this Restrictive Covenant.

9. Covenants Run with Land. All of the terms and conditions in this Restrictive Covenant, including the benefits and burdens, shall run with the land comprising the Restricted Property and shall be binding upon, inure to the benefit of, and be enforceable by Borrower and Lender and their successors and assigns.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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[FIRST SIGNATURE PAGE TO CAPITAL MAGNET FUND RESTRICTIVE COVENANT AGREEMENT]

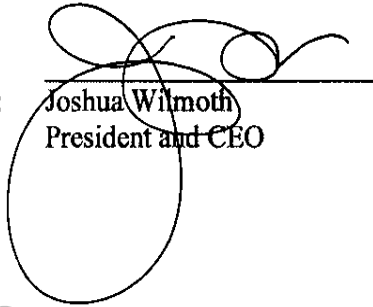
IN WITNESS WHEREOF, the parties have executed this Restrictive Covenant as of the day and year first above written.

BORROWER:

ARLINGTON HEIGHTS PSH, LLC,
an Illinois limited liability company

By: Full Circle Communities, Inc.,
an Illinois not-for-profit corporation,
Its: Sole Member

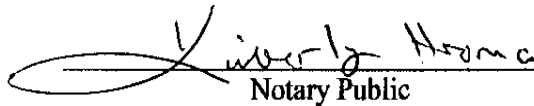
By: _____
Name: Joshua Wilmoth
Title: President and CEO



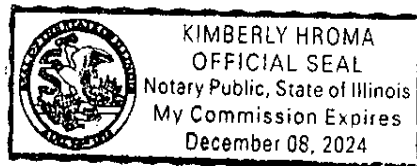
STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Joshua Wilmoth, the President & CEO of Full Circle Communities, an Illinois Not-for-Profit, the general partner of Arlington Heights PSH, LLC, an Illinois limited liability company (the "Borrower"), 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 and delivered said instrument as his own free and voluntary act and as the free and voluntary act of the aforesaid entities and the Borrower, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15 day of November, 2023.


Notary Public

My Commission Expires: December 8, 2024



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[SECOND SIGNATURE PAGE TO CAPITAL MAGNET FUND RESTRICTIVE COVENANT AGREEMENT]

LENDER:

IFF, an Illinois not for profit corporation

By: Terrance A. Young
Name: Terrance A Young
Title: Chief Credit Officer

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that TERRANCE YOUNG the CCO of IFF, an Illinois not for profit corporation, who is 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 as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

GIVEN under my hand and notarial seal this 21 day of November, 2023.



Paige Fodor
Name: PAIGE FODOR
Notary Public, State of ILLINOIS
My Commission Expires: 11/19/2025

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EXHIBIT A

Restricted Property

PARCEL 1:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID SECTION 10, THAT IS 15.41 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10 AND RUNNING THENCE NORTHWESTERLY IN A STRAIGHT LINE THAT FORMS AN ANGLE OF 76 DEGREES 00 MINUTES 00 SECONDS (MEASURED FROM NORTH TO WEST) WITH THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 442.50 FEET TO THE CENTER LINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD, 95.20 FEET; THENCE SOUTHEASTERLY PARALLEL TO THE FIRST DESCRIBED COURSE, A DISTANCE OF 465.83 FEET TO A POINT ON THE WESTERLY LINE OF THE PROPERTY CONVEYED BY EMIL CURTIS AND DORIS CURTIS TO WILLIAM DIEHL AND RECORDED AS DOCUMENT NUMBER 9225797; THENCE SOUTHWESTERLY ALONG SAID LINE A DISTANCE OF 96.95 FEET TO A POINT ON A LINE FIRST COURSE EXTENDED; THENCE NORTHWESTERLY ALONG SAID LINE 6.67 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE WESTERLY 30 FEET FALLING WITHIN ARLINGTON HEIGHTS ROAD AND ALSO EXCEPT THEREFROM THAT PART DEDICATED FOR ROADWAY PURPOSES PURSUANT TO THE PLAT OF DEDICATION RECORDED OCTOBER 9, 2014 AS DOCUMENT NUMBER 1428234037, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, RUNNING THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF THE PROPERTY CONVEYED BY EMIL CURTIS AND DORIS CURTIS TO WILLIAM DIEHL AND RECORDED AS DOCUMENT 9225797, SAID LINE BEING ALSO DESCRIBED AS RUNNING NORTH 20 DEGREES EAST, A DISTANCE OF 384.30 FEET TO A POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID LINE 85.35 FEET; THENCE NORTHWESTERLY IN A LINE THAT FORMS AN ANGLE OF 79 DEGREES, 03 MINUTES, 20 SECONDS MEASURED FROM THE SOUTHWEST TO THE NORTHWEST WITH THE LAST DESCRIBED COURSE A DISTANCE OF 527.24 FEET TO THE CENTER OF ARLINGTON HEIGHTS ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD 83.81 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE 512.57 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

THE SOUTH 16 FEET OF THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; RUNNING THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF PROPERTY CONVEYED BY EMIL CURTIS AND DORIS CURTIS TO WILLIAM DIEHL AND RECORDED AS DOCUMENT 9225797, SAID LINE BEING ALSO DESCRIBED AS RUNNING NORTH 20 DEGREES EAST A DISTANCE OF 469.65 FEET TO A POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID LINE 396.32 FEET; THENCE NORTHWESTERLY IN A LINE THAT FORMS AN ANGLE OF 79 DEGREES, 03 MINUTES, 20 SECONDS MEASURED FROM THE SOUTHWEST TO THE NORTHWEST WITH THE LAST DESCRIBED COURSE A DISTANCE OF 595.30 FEET TO THE CENTER OF ARLINGTON HEIGHTS ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD 389.18 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE 527.24 FEET TO THE PLACE OF BEGINNING (EXCEPT THE WESTERLY 20 FEET THEREOF DEDICATED FOR ROAD), IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10 AND RUNNING THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF PROPERTY CONVEYED BY EMIL CURTIS AND DORIS CURTIS TO WILLIAM DIEHL AND RECORDED AS DOCUMENT 9225797, A DISTANCE OF 384.30 FEET; THENCE NORTHWESTERLY IN A LINE THAT FORMS AN ANGLE OF 100 DEGREES 56 MINUTES 40 SECONDS (MEASURED FROM NORTHEAST TO NORTHWEST) WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 203.70 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING ALONG SAID LINE 308.87 FEET TO THE CENTER OF ARLINGTON HEIGHTS ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD 86.27 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE ABOVE DESCRIBED COURSE WHICH FORMS THE NORTHERLY BOUNDARY OF THIS TRACT 293.78 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE AFORESAID WESTERLY LINE OF PROPERTY CONVEYED BY DEED DOCUMENT NUMBER 9225797 A DISTANCE OF 87.88 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10 AND RUNNING THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF PROPERTY CONVEYED BY EMIL CURTIS AND DORIS CURTIS TO WILLIAM DIEHL AND RECORDED AS DOCUMENT 9225797 A DISTANCE OF 296.42 FEET; THENCE NORTHWESTERLY IN A LINE THAT FORMS AN ANGLE OF 100 DEGREES 56 MINUTES 40 SECONDS (MEASURED FROM NORTHEAST TO NORTHWEST) WITH THE LAST DESCRIBED COURSE A DISTANCE OF 203.70 FEET TO A

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PLACE OF BEGINNING; THENCE CONTINUING ALONG SAID LINE 293.78 FEET TO THE CENTER OF ARLINGTON HEIGHTS ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD 88.97 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE ABOVE DESCRIBED COURSE WHICH FORMS THE NORTHERLY BOUNDARY OF THIS TRACT 278.21 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE AFORESAID WESTERLY LINE OF PROPERTY CONVEYED BY DEED DOCUMENT 9225797 A DISTANCE OF 90.61 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10 AND RUNNING THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF PROPERTY CONVEYED BY EMIL CURTIS AND DORIS CURTIS TO WILLIAM DIEHL AND RECORDED AS DOCUMENT 9225797, A DISTANCE OF 205.81 FEET; THENCE NORTHWESTERLY IN A LINE THAT FORMS AN ANGLE OF 100 DEGREES 56 MINUTES 40 SECONDS (MEASURED FROM NORTHEAST TO NORTHWEST) WITH THE LAST DESCRIBED COURSE A DISTANCE OF 203.70 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING ALONG SAID LINE 278.21 FEET TO THE CENTER OF ARLINGTON HEIGHTS ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD 91.95 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE ABOVE DESCRIBED COURSE WHICH FORMS THE NORTHERLY BOUNDARY OF THIS TRACT 262.13 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE AFORESAID WESTERLY LINE OF PROPERTY BY DEED RECORDED AS DOCUMENT 9225797, A DISTANCE OF 93.63 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

PERMANENT, NON-EXCLUSIVE APPURTENANT EASEMENT FOR EMERGENCY ACCESS AS CREATED BY EASEMENT AGREEMENT RECORDED NOVEMBER 18, 2016 AS DOCUMENT NUMBER 1632342089 FOR INGRESS, EGRESS AND ACCESS FOR FIRE TRUCKS FROM ARLINGTON HEIGHTS ROAD IN THE EVENT OF AN EMERGENCY THROUGH THE "EMERGENCY ACCESS AREA" AS DESCRIBED AND DEPICTED IN EXHIBIT D OF SAID EASEMENT AGREEMENT OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9 IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 38 MINUTES 32 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 15.52 FEET (RECORD DISTANCE OF 15.41 FEET) TO A LINE WHICH FORMS AN ANGLE OF 76 DEGREES 01 MINUTES 23 SECONDS (RECORD ANGLE OF 76 DEGREES 00 MINUTES 00 SECONDS) MEASURED FROM NORTH TO WEST WITH THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 76 DEGREES 39 MINUTES 55 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 165.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13 DEGREES 20 MINUTES 05 SECONDS WEST, PERPENDICULAR TO LAST DESCRIBED LINE, A DISTANCE OF 37.00 FEET TO A LINE 37.00 FEET SOUTH OF AND PARALLEL WITH SAID LINE; THENCE NORTH 76 DEGREES 39

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MINUTES 55 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 59.00 FEET; THENCE NORTH 13 DEGREES 20 MINUTES 05 SECONDS EAST, A DISTANCE OF 37.00 FEET TO AFORESAID LINE; THENCE SOUTH 76 DEGREES 39 MINUTES 55 SECONDS EAST, ALONG AFORESAID LINE, A DISTANCE OF 59.00 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

PERMANENT, NON-EXCLUSIVE APPURTENANT EASEMENT FOR WATER MAIN AS CREATED BY EASEMENT AGREEMENT RECORDED NOVEMBER 18, 2016 AS DOCUMENT NUMBER 1632342089 FOR TAPPING ONTO, INSTALLING, OPERATING, MAINTAINING, REPAIRING, REPLACING AND RENEWING WATER MAINS ON, OVER, UNDER AND ACROSS "WATER MAIN EASEMENT AREA" AS DESCRIBED AND DEPICTED IN EXHIBIT E OF SAID EASEMENT AGREEMENT OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9 IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 38 MINUTES 32 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 15.52 FEET (RECORD DISTANCE OF 15.41 FEET) TO A LINE WHICH FORMS AN ANGLE OF 76 DEGREES 01 MINUTES 23 SECONDS (RECORD ANGLE OF 76 DEGREES 00 MINUTES 00 SECONDS) MEASURED FROM NORTH TO WEST WITH THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 76 DEGREES 39 MINUTES 55 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 188.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14 DEGREES 25 MINUTES 04 SECONDS WEST, A DISTANCE OF 11.50 FEET TO A LINE BEING 15.00 FEET SOUTH OF AND PARALLEL WITH SAID LINE; THENCE NORTH 76 DEGREES 39 MINUTES 55 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 15.00 FEET; THENCE NORTH 14 DEGREES 25 MINUTES 04 SECONDS EAST, A DISTANCE OF 11.50 FEET TO AFORESAID LINE; THENCE SOUTH 76 DEGREES 39 MINUTES 55 SECONDS EAST, ALONG AFORESAID LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

Street Address: 1519-1625 South Arlington Road, ^{HEIGHTS} Arlington Heights, Illinois
A

PINs: 08-09-401-003-0000
08-09-401-014-0000
08-09-401-015-0000
08-09-401-016-0000
08-09-401-022-0000
08-10-300-012-0000
08-10-300-056-0000

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EXHIBIT B

MEMORANDUM OF PLACED IN SERVICE DATE

THIS MEMORANDUM OF PLACED IN SERVICE DATE ("Memorandum") is made as of _____, 20__, by and between ARLINGTON HEIGHTS PSH, LLC, an Illinois limited liability company ("Borrower"), and IFF, an Illinois not for profit corporation ("Lender").

RECITALS

A. Borrower holds fee simple title to certain real property that is located in the Village of Arlington Heights, Cook County, Illinois and is legally described on Exhibit A attached hereto (the "Restricted Property").

B. Pursuant to Section 1(b) of that certain Capital Magnet Fund Restrictive Covenant Agreement (the "Restrictive Covenant") between Borrower and Lender, dated as of _____, 20__, and recorded in the Office of the Clerk of Cook County, Illinois on _____, 20__, as Document Number _____, Borrower and Lender are required to execute and record this Memorandum of Placed In Service Date with respect to the Restricted Property.

NOW THEREFORE, Borrower and Lender hereby acknowledge and agree that the Placed In Service Date (as defined in the Restrictive Covenant) of the Restricted Property is _____.

[Signatures on Following Page]

Cook County Clerk's Office

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IN WITNESS WHEREOF, Borrower and Lender have executed this Memorandum on the day and year first above written.

BORROWER:

ARLINGTON HEIGHTS PSH, LLC,
an Illinois limited liability company

By: Full Circle Communities, Inc.,
an Illinois not-for-profit corporation,
Its: Sole Member

By: _____
Name: Joshua Wilmoth
Title: President and CEO

LENDER:

IFF,
an Illinois not for profit corporation

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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BORROWER ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss:
 COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, certify that _____, the _____ of _____, an Illinois _____, the general partner of Arlington Heights PSH, LLC, an Illinois limited liability company (the "Borrower"), 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 and delivered said instrument as his own free and voluntary act and as the free and voluntary act of the aforesaid entities and the Borrower, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2023.

 Notary Public

My Commission Expires:

Property of Cook County Clerk's Office

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LENDER ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that _____, the _____ of IFF, an Illinois not for profit corporation, who is 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 as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

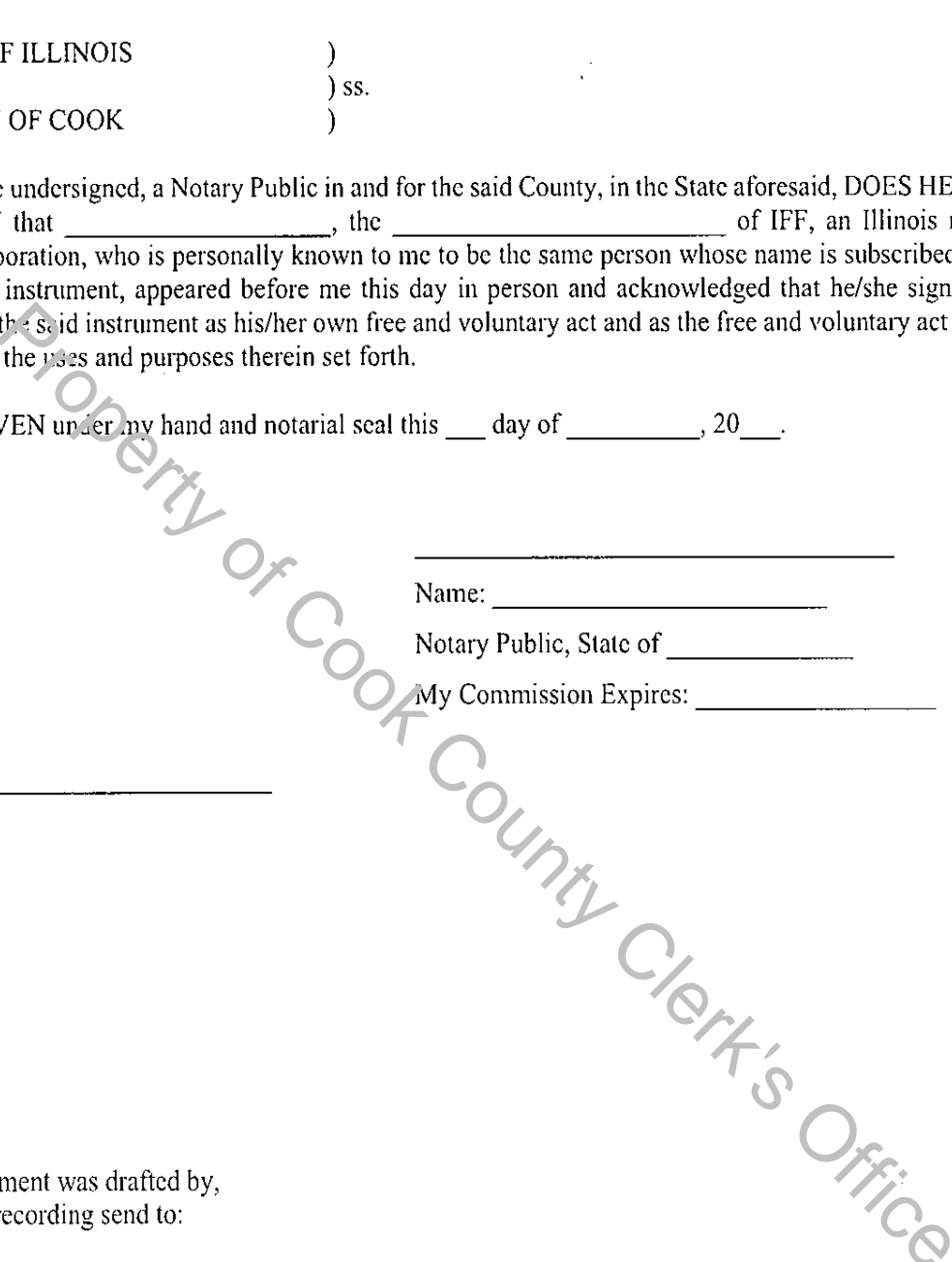
GIVEN under my hand and notarial seal this ____ day of _____, 20__.

 Name: _____
 Notary Public, State of _____
 My Commission Expires: _____

Seal: _____

This document was drafted by,
 and after recording send to:

Elvin E. Charity, Esq.
 Charity & Associates, P.C.
 20 North Clark Street, Suite 3300
 Chicago, Illinois 60602



UNOFFICIAL COPY

EXHIBIT A TO MEORANDIM OF PLACED IN SERVICE DATE

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