

# UNOFFICIAL COPY

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Doc# 2400522025 Fee \$88.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/05/2024 12:16 PM PG: 1 OF 4

**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

210 Hibbard Road

WILMETTE, ILLINOIS

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## GRANT REIMBURSEMENT DECLARATION

THIS GRANT REIMBURSEMENT DECLARATION ("Declaration") is made this 1<sup>9<sup>th</sup></sup> day of ~~December~~ 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 210 Hibbard Road, 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.

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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 14<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

IMPRESS SEAL HERE

My commission expires: 5/17/27



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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

#### Legal Description

LOT 15 IN BLOCK 4 IN WILMETTE-HIBBARD RESUBDIVISION OF ALL OF LOTS AND BLOCKS TOGETHER WITH VACATED STREETS AND ALLEYS IN WILMETTE-HIBBARD SUBDIVISION OF THE WEST 25 ACRES OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING SOUTH OF THE CENTER LINE OF GLENVIEW ROAD), IN COOK COUNTY, ILLINOIS

PIN: 05-32-303-011-0000.

**Commonly known as: 210 Hibbard Road, Wilmette, IL 60091**

Property of Cook County Clerk's Office