City of Highland Park

Housing Commission Meeting
City Hall - Council Chambers

January 7, 2026
6:30 PM
Agenda

PUBLIC NOTICE

In accordance with the Statutes of the State of Illinois and the Ordinances of the City of Highland Park, the next regular meeting of the City of Highland Park Housing Commission, the Peers Housing Association, Ravinia Housing Association, and Sunset Woods Association is scheduled to be held at the hour of 6:30 PM on Wednesday, January 7, 2026 and will take place at City Hall, Pres-Session Conference Room, 1707 St Johns Avenue, Highland Park, Illinois. Individuals with questions or feedback about an agenda item can address the Commission in the following ways:

1. **Emails for the Record**. Email Planner Zubin Coleman, the Housing Commission staff liaison. If you wish to have your comments read into the record, limit your communication to 200 words or less. Public comments received by 4:30 PM the day of the meeting will be read under Business from the Public. All emails received will be acknowledged at the meeting. Public comments should contain the following information:
   - In the subject line, identify, "Housing Commission Meeting – Read into the Record"
   - Name
   - City
   - Address (optional)
   - Phone (optional)
   - Organization, agency representing, if applicable.
   - Topic or agenda item number of interest

2. **Emails with Unlimited Information**. Individuals who do not wish to have their comments read into the record can email Senior Planner Zubin Coleman an unlimited number of words. Emails will be forwarded to the Housing Commission if requested.

3. **Telephone**. Individuals with no access to email may leave a message with Planner Zubin Coleman at 847.926.1853.

4. **Live Comments.** Individuals are able to address the Commission during the meeting. Questions/comments are limited to written testimony into the record or spoken comments, not both. Business from the Public is only listed on the Housing Commission Meeting Agenda. Comments should be limited to three minutes or less.

The City encourages individuals to sign-up for its enews for important information from the City and its government partners. The City updates its website and social media daily. To sign-up for the enews, visit www.cityhpil.com.

The City, in compliance with the Americans with Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this hearing, or who have questions about the accessibility of the meeting facilities, email the City's ADA coordinator Emily Taub or call at 847.926.1005

I. Call to Order

II. Roll Call

III. Business from the Public (Individuals wishing to be heard regarding items not listed on this agenda)

IV. Approval of Minutes

A. December 3, 2025 Regular Meeting Minutes

V. Scheduled Business

A. Items for Omnibus Vote Consideration

- Payment of Invoices
- Ratification of Payments

B. Peers, Ravinia, Sunset Woods Associations, and HTF

- Consideration of ERES Management Report and Financials
- Sunset Woods Financials
- Housing Trust Fund (HTF) Financials
- Other Association Business

Request for Approval of Quote for Peers Pipe Replacements

VI. Old Business

A. Housing Association Fund Accounts & Consideration

VII. New Business

A. 2025 CPAH Scattered Site Drawdown Request #1 - 661 Homewood Avenue

B. 2025 CPAH Scattered Site Grant Drawdown Request #2 - 1342 Ferndale Avenue

C. 2025 CPAH Operating Grant Drawdown Request #4

VIII. Other Business

A. Introduction - New Commissioner, Josh Adland

B. Introduction - New Commissioner, Stephen Rachman

C. Next Housing Commission Meeting, Wednesday, February 4, 2026

IX. Adjournment

MINUTES OF A REGULAR MEETING OF
HOUSING COMMISSION
OF THE CITY OF HIGHLAND PARK, ILLINOIS

MEETING DATE: Wednesday, December 3, 2025

MEETING LOCATION: Council Chambers, City Hall, 1707 St. Johns Avenue, Highland Park, IL

CALL TO ORDER
At 6:30 p.m., Acting Chair Gonzalez called an on-site meeting of the Highland Park Housing Commission, Peers Housing Association, Ravinia Housing Association, and the Sunset Woods Association to order. Each of the Commissioners also serves as Directors of each of the Housing Associations. Public comments may be emailed to city@hpil.com or phoned into at 847.432.0867. The City web site is www.cityhpil.com. Staff was asked to call the roll.

ROLL CALL
Commissioners Present: Acting Chair Gonzalez; Commissioners Beasley, Farris, Rosen, & Shapiro Kopin

Commissioners Absent: Chairperson Fernandez Sykes & Commissioner Bernstein

Councilmember Absent: Tapia

Student Council Present: Posner

Staff declared that a quorum was present.

Staff Present: Coleman

Guests Present: Irina Leykin, Regional Property Manager/ERES

Others Present: Gale Cerabona, Recorder

BUSINESS FROM THE PUBLIC
There was no Business from the Public.

APPROVAL OF MINUTES
Regular Meeting of the Housing Commission – November 5, 2025

Commissioner Shapiro Kopin stated, on Page 3 under Sunset Woods, the word retribution should be altered to *reimbursement*.

Commissioner Farris moved to approve the November 5, 2025, regular meeting minutes as amended. Commissioner Shapiro Kopin seconded the motion.

On a voice vote:
Voting Yea: Acting Chair Gonzalez; Commissioners Beasley, Farris, Rosen, & Shapiro Kopin
Voting Nay: None

Acting Chair Gonzalez declared that the motion passed unanimously.

SCHEDULED BUSINESS

1. Items for Omnibus Vote Consideration
   - Payment of Invoices
   - Ratification of Payments

Senior Planner Coleman advised there is nothing outstanding.

2. Peers, Ravinia, Sunset Woods Associations, & Housing Trust Fund
   - Consideration of ERES Management Report and Financials

Senior Planner Coleman advised there is nothing outstanding.

- Sunset Woods Financials

Senior Planner Coleman advised there is nothing outstanding.

- Housing Trust Fund (HTF) Financials

Senior Planner Coleman advised there is nothing outstanding.

- Other Association Business

Senior Planner Coleman advised there is nothing outstanding.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

1. Peers – House Rule Change to Consider No-Smoking Policy Change

Senior Planner Coleman illustrated a memo that Evergreen Staff initiated regarding the No-Smoking Policy Change at Peers. He noted, in the past, it was agreed to not place a rule or enforce same. Senior Planner Coleman referred to Page 2 of the document and read language of the rule change.

Ms. Leykin provided verbage used at other properties.

Some HC comments are:

- Commissioner Rosen asked why this is being brought forward now. Ms. Leykin said there have been complaints about second-hand smoking. Air purifiers clear the air but not in their entirety. She noted most of HUD's properties have a No-Smoking Policy in common areas. Tenants do smoke in their units. There is no way to enforce it (cannot evict). This policy will encourage people to not smoke in their unit. They may walk away from the front door to do so.
- Commissioner Beasley asked:
  - where the information on no-smoking is. Ms. Leykin said a device was used to measure smoke. She shared violations and notifications have been given about non-HUD buildings

  - Ms. Leykin explained most ERES-managed buildings have non-smoking policies.
- Commissioner Shapiro Kopin advised Sunset Woods recently declared a non-smoking policy.
- Commissioner Farris noted this provides a deterrent.
- Ms. Leykin stated that Housing Commission (controlling entity) determines what the policy is. She oversees 11 properties, and none allow smoking. She noted Walnut Place had a smoking policy. It is now under consideration to have a non-smoking policy.

- Commissioner Shapiro Kopin said this is beneficial for health reasons.
- Acting Chair Gonzalez asked how elderly or handicapped residents can go outside to smoke. Ms. Leykin advised the City of Highland Park authorizes a place for smoking.
- Commissioner Farris said there is a burden to have an elderly or handicapped person walk 25' from the front door.
- Acting Chair Gonzalez said he is in favor of this new policy, but all aspects should be considered. Ms. Leykin said they need to act on these concerns.
- Commissioner Farris asked, and Senior Planner Coleman responded that this could be continued
- Commissioner Beasley would appreciate the opportunity for Peers residents to come forward and provide feedback on rule change.
- Commissioner Beasley asked if this could apply only to new residents. Ms. Leykin said that would go against the Fair Housing Act.

Senior Planner Coleman reminded this is the first meeting for consideration of this new policy.

Commissioner Shapiro Kopin moved to approve the current proposal for the House Rule Change. Acting Chair Gonzalez seconded the motion.

Commissioner Rosen believes smoking shouldn't be prohibited. He suggested perhaps residents be alerted that there may be a change coming. Commissioner Beasley is concerned about mobility to get to the designated area outside.

On a voice vote:
Voting Yea: Acting Chair Gonzalez & Commissioner Shapiro Kopin
Voting Nay: Commissioners Beasley, Farris, Rosen

Staff declared the motion failed 2-3.

Additional HC comments are:
- Commissioner Farris asked that this topic be on the agenda for the February meeting.
- Commissioner Shapiro Kopin said, regarding cold weather, this is not to evict residents. It's just to recommend smokers go outdoors for a 5-minute smoke.

  She recalled there still has to be a policy implemented for evictions.

- Commissioner Beasley reminded there was a precedent not to put this policy in place previously.
- Commissioner Rosen said a policy could happen, but he would like time be given to residents to digest this change. Then he could vote *yes* in the future.

- Acting Chair Gonzalez said there are health issues. He asked what other information is necessary.
- Commissioner Farris prefers that ample notice be given to residents. Ms. Leykin said this is food for thought. She explained there would be a process. A minimum of 60 days must be given for a House Rule Change.
- Commissioner Shapiro Kopin said she would like to see the process begin now.
- Commissioner Beasley said minor tweaks could occur, feedback could be given from residents.

Commissioner Beasley moved to continue this matter to the February HC meeting. Acting Chair Gonzalez seconded the motion.

On a voice vote:
Voting Yea: Acting Chair Gonzalez; Commissioners Beasley, Farris, & Rosen
Voting Nay: Commissioner Shapiro Kopin

Staff declared the motion passed 4-1.

Commissioner Shapiro Kopin identified some typos in the House Rule Policy. Ms. Leykin will forward same to the Compliance Department.

2. Approving Peers, Ravinia, & Sunset Woods Association 2026 Budgets
Senior Planner Coleman referred to the agenda packet. He said there isn't much difference from last year.

Some HC comments are:
- Commissioner Shapiro Kopin asked if there is a change in the budget regarding reserve analysis for Ravinia. Ms. Leykin explained the first column/withdrawals and second column. She noted things can change after the auditor's review regarding taking money from reserves. There is a different format for reserves. Ms. Leykin can provide same. Senior Planner Coleman explained the City's formats.
- Commissioner Rosen asked, and Senior Planner Coleman explained the information part is being accumulated. Repairs and expenses will be known further in January, 2026.

Commissioner Farris moved to approve the 2026 budgets for Peers, Ravinia, and Sunset Woods Associations. Commissioner Rosen seconded the motion.

On a roll call vote
Voting Yea: Acting Chair Gonzalez; Commissioners Beasley, Farris, Rosen, & Shapiro Kopin
Voting Nay: None

Acting Chair Gonzalez declared that the motion passed unanimously.

3. Outgoing Commissioner Proclamation – Marcia Bernstein
Senior Planner Coleman said Commissioner Bernstein is not feeling well and couldn't make tonight's meeting. He said she has been serving the HC since 2018 and read the Proclamation.

Commissioner Rosen moved to approve the Proclamation for Commissioner Bernstein. Commissioner Shapiro Kopin seconded the motion.

On a roll call vote
Voting Yea: Acting Chair Gonzalez; Commissioners Beasley, Farris, Rosen, & Shapiro Kopin
Voting Nay: None

Acting Chair Gonzalez declared that the motion passed unanimously. Senior Planner Coleman stated he would present the Proclamation to Commissioner Bernstein and will ask her to attend January's HC meeting so everyone could say goodbye.

4. Outgoing Commissioner Proclamation – Luis Gonzalez
Senior Planner Coleman read Acting Chair Gonzalez' Proclamation. He said it has been a treat to have him on the HC and wishes him good luck on future endeavors. Acting Chair Gonzalez thanked everyone and reminisced about the early days on the HC.

Commissioner Beasley moved to approve the Proclamation for Acting Chair Gonzalez. Commissioner Farris seconded the motion.

On a roll call vote
Voting Yea: Acting Chair Gonzalez; Commissioners Beasley, Farris, Rosen, & Shapiro Kopin
Voting Nay: None

Acting Chair Gonzalez declared that the motion passed unanimously.

OTHER BUSINESS
1. Next Housing Commission Meeting, Wednesday, January 7, 2026
The next HC Meeting is scheduled for Wednesday, January 7, 2026.

2. Sunset Woods
Commissioner Shapiro Kopin gave a brief update on the meeting on November 18, 2025. She noted no information was raised about insurance reimbursement.

ADJOURNMENT
Commissioner Shapiro Kopin moved to adjourn at 7:24 p.m. Commissioner Beasley seconded the motion.

On a roll call vote
Voting Yea: Acting Chair Gonzalez; Commissioners Beasley, Farris, Rosen, & Shapiro Kopin
Voting Nay: None

Acting Chair Gonzalez declared that the motion passed unanimously.

Respectfully Submitted,
Gale Cerabona, Recorder

MINUTES OF A REGULAR MEETING ON NOVEMBER 5, 2025, WERE APPROVED WITH CORRECTIONS.

MEMORANDUM

TO: Highland Park Housing Commission
FROM: Irina Leykin and Harold Eich
RE: December 2025 Management Report and November 2025 Financials
DATE: December 23, 2025

FRANK B. PEERS

Operations

Management received three bids for the replacement of approximately 30 inches of severely rusted piping. Proposals were submitted by Fly Plumbing ($25,700), Ravinia Plumbing ($27,811), and Kelsey Mechanical ($26,500). Management recommends selecting Kelsey Mechanical due to their demonstrated expertise and the detailed diagnostic assessment completed on site. Housing Commission approval is required before work can be scheduled. The property has positive NOI of ~$28K, that can cover this project cost.

- Management actively reviews electricity and gas provider programs to pursue eligible incentives for common-area lighting upgrades and partial reimbursements related to the replacement of outdated refrigerators.

Occupancy

- At present, there are no vacancies.

Financial

- Net Operating Income (NOI) in November was positive to budget by $7,029.74 MTD and YTD NOI was positive to budget by $28,263.63. Cash carry over was at $1,322,723.03. Debt Service Coverage Ratio for November was 2.41.

Income

- Income was positive to budget MTD by $699.82 and negative ($4,686.28) YTD.

Expense

- Expense line items which were significantly over budget (more than $1,000 YTD) include:

    - Vacancy loss – YTD due to a high (5 units) turnover rate.
    - Legal expense – YTD variance due to Union complaint for the previous periods when the property didn't have maintenance. Fees were still due to the Union.
    - Bad debts – YTD variance due to former tenant balance write off.
    - Temp maintenance contractor –YTD variance due to employing temporary maintenance while staff is on leave from May until August. The account is partially offset by positive variance in Repairs payroll account.
    - Union benefits – YTD variance due to 2024 fees paid in 2025.

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Chicago, IL 60661
Phone: 312-234-9400
Fax: 312-382-3220

- Miscellaneous repair contractors –YTD variance due to irrigation repairs and 2024 invoice for preventative maintenance of entrance system.
- Security Contractor - Variance due to FireWatch service expenses while the fire panel was disabled.
- Repair and Maintenance Supplies – YTD variance due to replacement of faucets, cartridges revealed during internal inspection. The account is offset by positive variance in Plumbing account as most works are completed in-house.
- HVAC – YTD variance due to major repairs to Boiler#2; frozen pipe repair; replaced fan motor on roof unit; condenser replacement for the elevator cooling system.
- Decorating (unit turns) – YTD variance due to more unit turns than budgeted, doors and floorings required replacement, painting.
- Carpet and tyle – YTD variance due to 6 units requiring replacement and hallway replacement after water damage.
- Property and liability insurance - Wind insurance wasn't part of budget.
  Wind insurance overlapped with timing from 2024-2025 vs 2025-2026. In 2024-2025 Wind insurance started from October vs in 2025-2026 it started from August 2025.

Social Programming

- Yoga class on Thursdays.
- Social Services Coordinator works 2 days a week to assist residents of Frank B Peers Senior Housing.

RAVINIA HOUSING

Operations

- Allegiant Fire Protection tested and replaced damaged Fire Panel batteries at Pleasant Ave.
- HUD REAC inspection is scheduled for Monday, February 2nd. 100% unit inspection by on-site team will be conducted on January 14th in preparation for the HUD inspection to address any deficiencies.

Occupancy

- At present, there are no vacant units.

Financial

- Net Operating Income (NOI) in November was negative to budget by ($3,326.82) MTD and YTD NOI was negative to budget by ($23,415.22). Cash carry over was at $18,570.31.
- Debt Service Coverage Ratio for November was 0.46.

Income

- Income was negative to budget MTD by ($3,829.80) and negative to budget by ($1,886.12) YTD.

Expense

- Expense line items which were significantly over budget (more than $1,000 YTD) include:

- Legal expense – YTD due to 2 evictions.
- Bad debts -write-off of former tenants' balances.
- Consulting/study costs – YTD negative variance due processing invoice for 2024 for Lead risk assessment.
- Miscellaneous administrative expenses – YTD hotel charges for relocating a tenant that required replacement of bathtub.
- Temp maintenance contractor - YTD variance due to employing temporary maintenance while staff is on leave from May until August. The account is partially offset by positive variance in Repairs payroll account.
- Miscellaneous repair contractors –YTD due to lead abatement at St. Johns.
- Water – YTD negative variance due to underground water leak at 2755 St. Johns, the property paid water bills until pipe replacement.
- HVAC – MTD & YTD due to condenser motor replacement and furnace repairs at Pleasant Ave.
- Decorating – YTD negative variance due to three unit turns. One unit was budgeted.
- Plumbing repairs – YTD negative variance due to laundry drain line being clogged at 747 Pleasant Avenue, pump pit.
- Capital expenditures – YTD negative variance due to furnace and pit pumps replacement, fire bots.
- Bath rehab – YTD negative variance due to urgent bath restoration due to leak at St. Johns. The tenant was placed in a hotel for 5 days while bathtub was scheduled to be replaced.

Accounts Receivable Update

November 2025

Frank B. Peers (68 units)

Tenant A/R decreased from $90.97 at the end of October to $19.03 at the end of November.

Subsidy A/R increased from $1,355.00 at the end of October to $2,370.00 at the end of November.

Tenant delinquency includes:

Current delinquency: $3 (2 tenants)

Ravinia Housing (17 units)

Tenant A/R decreased from $5,614.68 at the end of October to $1,205.42 at the end of November.

Subsidy A/R decreased from $2,696.00 at the end of October to $1,298.00 at the end of November.

Tenant delinquency includes:

Current delinquency: $664 (8 tenants)

30-day delinquency: $237 (2 tenants)

Three tenants signed payment plans.

****Note****
These charges fluctuate from month to month. If a resident pays rent late or not at all, it causes the Tenant A/R to increase the following month.

With regard to the subsidy A/R, we request the rent from HUD, 1 month in advance. For Example: On July 1st, we send our HAP/Voucher subsidy request to HUD, for the month of June. Because of this, activities like move-ins, move-outs or certifications, will affect the subsidy A/R balance; causing it to increase or decrease. Tenants that have entered into repayment agreements would create A/R balances for either the tenant or subsidy ledgers as well, as the property is required to pay back the incorrect amount received by HUD due to the error, and then collect that amount directly from the resident as part of their repayment agreement.

FRANK B. PEERS HOUSING
Balance Sheet

	Month Ending 09/30/25	Month Ending 10/31/25 Actual	Month Ending 11/30/25 Actual
ASSETS			
Current Assets			
1110-0000 - Petty Cash	200.00	200.00	200.00
1121-0000 - Cash - Operating	1,196,215.25	1,234,370.71	1,322,723.03
1130-0000 - Tenant/member accounts receivable	469.97	90.97	19.03
1131-0000 - Accounts receivable - subsidy	173.00	1,355.00	2,370.00
1240-0000 - Prepaid property and liability insurance	95,531.14	85,929.49	76,327.84
Total Current Assets	1,292,589.36	1,321,946.17	1,401,639.90
Other Assets			
1290-0000 - Misc Prepaid Expenses	721.86	777.03	832.20
1192-0000 - Tenant Sec Dep	33,743.65	34,108.47	34,169.78
1310-0000 - Real estate tax escrow	21,485.02	21,710.56	21,710.56
1311-0000 - Insurance escrow	62,862.68	68,456.31	23,509.19
1330-0000 - Debt Service Escrow	165,690.56	167,429.88	167,429.88
1140-0000 - Accounts Receivable - Other	14,974.14	14,974.14	14,974.14
1320 - Replacement Reserve	222,118.33	226,402.84	228,402.84
1340 - Residual Receipt	15,523.66	15,686.61	15,686.61
Total Other Assets	537,119.90	549,545.84	506,715.20
Fixed Assets			
1420-0000 - Building	1,796,875.15	1,796,875.15	1,796,875.15
1420-0001 - Building Improvements	2,333,053.52	2,333,053.52	2,333,053.52
1430-0000 - Land Improvements	1,535,414.79	1,535,414.79	1,535,414.79
1440-0000 - Building Equipment Portable	189,686.00	189,686.00	189,686.00
1450-0000 - Furniture for project/tenant use	753,283.40	753,283.40	753,283.40
1497-0000 - Site improvements	363,370.04	363,370.04	363,370.04
4120-0000 - Accum depr - buildings	(4,915,281.03)	(4,915,281.03)	(4,915,281.03)
1498-0000 - Current F/A	34,685.59	35,553.20	36,386.20
Total Fixed Assets	2,091,087.46	2,091,955.07	2,092,788.07
Financing Costs			
1900-0001 - Deferred Financing Costs	192,398.85	192,398.85	192,398.85
1999-0000 - Accum Amort - Bond Costs	(153,575.22)	(153,575.22)	(153,575.22)
Total Financing Costs	38,823.63	38,823.63	38,823.63
Partnership Assets			
1701-0000 - Cash - Partnership	14,844.86	14,829.86	14,829.86
1703-0000 - Partnership Receivable	45,681.19	45,681.19	45,681.19
Total Partnership Assets	60,526.05	60,511.05	60,511.05

FRANK B. PEERS HOUSING
Balance Sheet

	Month Ending 09/30/25	Month Ending 10/31/25 Actual	Month Ending 11/30/25 Actual
1702 Partnership MM			
1702-0000 - Partnership MM	748.48	76.87	68.50
Total 1702 Partnership MM	1,077,453.68	1,077,530.55	1,077,599.05
Total Assets	**5,097,600.08**	**5,140,312.31**	**5,178,076.90**

FRANK B. PEERS HOUSING
Balance Sheet

	Month Ending 09/30/25	Month Ending 10/31/25 Actual	Month Ending 11/30/25 Actual
Liabilities & Equity			
Current Liabilities			
2110-0000 - Accounts payable	7,821.81	5,819.85	3,185.18
2114-0000 - 401K Payable	280.67	280.67	280.67
2120-0000 - Accrued wages and p/r taxes payable	5,773.64	14,273.51	14,184.51
2130-0000 - Accrued interest - mortgage	11,518.24	11,447.05	11,375.50
2180-0000 - Misc current liabilities	16,217.79	13,517.24	16,331.95
Total Current Liabilities	41,612.15	45,338.32	45,357.81
Non-Current Liabilities			
2320-0000 - Mortgage Payable (long term)	102,676.03	88,223.41	73,699.60
2190-0000 - Misc Clearing	545.53	517.35	517.35
2191-0000 - Security deposits-residential	22,256.00	22,619.00	22,679.00
2191-0001 - Pet Deposit	900.00	900.00	900.00
2210-0000 - Prepaid Rent	658.82	1,144.00	989.13
2211-0000 - Prepaid HUD	14,275.00	15,757.00	12,659.00
2320-1000 - Mortgage payable - 2nd note	2,290,000.00	2,290,000.00	2,290,000.00
Total Non-Current Liabilities	2,431,311.38	2,419,160.76	2,401,444.08
Owner's Equity			
3100-0000 - Limited Partners Equity	2,370,665.90	2,370,665.90	2,370,665.90
3209-0000 - Prior Year Retained Earnings	(183,281.23)	(183,281.23)	(183,281.23)
3210-0000 - Retained earnings	384,839.75	437,291.88	488,428.56
Current Month Earnings	52,452.13	51,136.68	55,461.78
Total Owner's Equity	2,624,676.55	2,675,813.23	2,731,275.01
Total Liability & Owner Equity	**5,097,600.08**	**5,140,312.31**	**5,178,076.90**

FRANK B. PEERS HOUSING
Actual vs Budget Accrual Operating Statement

	Month Ending 11/30/25 Actual	Month Ending 11/30/25 Budget	Month Ending 11/30/25 Variance	Year To Date 11/30/25 Actual	Year To Date 11/30/25 Budget	Year To Date 11/30/25 Variance	Year Ending 12/31/25 Annual Budget
GROSS OPERATING INCOME							
RESIDENTIAL RENTAL INCOME							
5120-0000 - Apartment rent	21,316.00	121,710.00	(100,394.00)	242,859.00	1,338,810.00	(1,095,951.00)	1,460,520.00
5121-0000 - Tenant assistant payments	100,394.00	(0.00)	100,394.00	1,095,951.00	(0.00)	1,095,951.00	(0.00)
5140-0000 - Commercial base rent	60.00	60.00	0.00	660.00	660.00	0.00	720.00
TOTAL RESIDENTIAL RENTAL INCOME	121,770.00	121,770.00	0.00	1,339,470.00	1,339,470.00	0.00	1,461,240.00
VACANCIES & ADJUSTMENTS							
5220-0000 - Vacancy loss - apartments	0.00	(917.00)	917.00	(11,738.00)	(10,087.00)	(1,651.00)	(11,004.00)
5123-3000 - Loss To Lease	(133.00)	(0.00)	(133.00)	(2,548.00)	(0.00)	(2,548.00)	(0.00)
5123-4000 - Gain To Lease	0.00	(0.00)	0.00	1.00	(0.00)	1.00	(0.00)
TOTAL VACANCIES & ADJUSTMENTS	(133.00)	(917.00)	784.00	(14,285.00)	(10,087.00)	(4,198.00)	(11,004.00)
OTHER INCOME							
5910-0000 - Laundry income	0.00	166.67	(166.67)	1,995.30	1,833.37	161.93	2,000.04
5920-0000 - Nsf check fee	0.00	(0.00)	0.00	75.00	(0.00)	75.00	(0.00)
5922-0000 - Late fees	0.00	10.00	(10.00)	7.00	110.00	(103.00)	120.00
5938-0000 - Cleaning Fee/Turnover	0.00	(0.00)	0.00	47.00	(0.00)	47.00	(0.00)
5945-0000 - Damages	0.00	(0.00)	0.00	736.00	(0.00)	736.00	(0.00)
5980-0000 - Administrative Fees	0.00	(0.00)	0.00	(35.00)	(0.00)	(35.00)	(0.00)
5990-0000 - Misc other income	91.18	(0.00)	91.18	2,692.90	(0.00)	2,692.90	(0.00)
5410-0000 - Interest Income Project Operations	1.31	(0.00)	1.31	27.25	(0.00)	27.25	(0.00)
5413-0000 - Interest income - escrow	0.00	(0.00)	0.00	18,832.80	22,923.16	(4,090.36)	22,923.16
TOTAL OTHER INCOME	92.49	176.67	(84.18)	24,378.25	24,866.53	(488.28)	25,043.20
GROSS OPERATING INCOME	121,729.49	121,029.67	699.82	1,349,563.25	1,354,249.53	(4,686.28)	1,475,279.20
ADVERTISING & RENTING EXPENSE							
6211-0000 - Marketing/Promotions/Advertising	0.00	50.00	50.00	427.72	1,120.00	692.28	1,170.00
6253-0000 - Credit Report Fees	0.00	34.00	34.00	196.00	374.00	178.00	408.00
TOTAL ADVERTISING & RENTING EXPENSE	0.00	84.00	84.00	623.72	1,494.00	870.28	1,578.00
ADMINISTRATIVE EXPENSE							
6311-0000 - Office supplies	236.31	316.00	79.69	3,160.66	3,476.00	315.34	3,792.00
6316-0000 - Office Equipment	386.80	455.00	68.20	4,367.54	5,005.00	637.46	5,460.00
6320-0000 - Management fee	6,111.68	6,471.75	360.07	69,194.44	71,189.25	1,994.81	77,661.00
6340-0000 - Legal Expense - Project	0.00	0.00	0.00	3,614.44	0.00	(3,614.44)	0.00
6350-0000 - Audit Expense	0.00	0.00	0.00	11,310.00	17,900.00	6,590.00	17,900.00
6352-0000 - Computer Fees	0.00	0.00	0.00	(1,204.25)	0.00	1,204.25	0.00
6360-0000 - Telephone/Internet/Cable/Cellphones	1,047.15	1,875.00	827.85	7,793.99	20,625.00	12,831.01	22,500.00
6360-0001 - Answering Service/ Pagers	68.95	41.67	(27.28)	883.23	458.37	(424.86)	500.04
6365-0000 - Training & Education Expense	0.00	0.00	0.00	783.74	2,200.00	1,416.26	2,200.00
6370-0000 - Bad debts	0.00	0.00	0.00	3,358.95	1,600.00	(1,758.95)	1,600.00
6371-0000 - Fees Dues & Contributions	0.00	0.00	0.00	1,241.20	1,800.00	558.80	1,800.00
6380-0000 - Consulting/study costs	0.00	0.00	0.00	378.00	3,000.00	2,622.00	3,000.00
6390-0000 - Misc administrative expenses	244.75	190.00	(54.75)	4,678.10	2,090.00	(2,588.10)	2,280.00
6391-0000 - Property Management Software Fees	109.58	135.00	25.42	3,781.65	1,475.00	(2,306.65)	1,610.00
6392-0000 - Computer Supplies/Data Processing	144.52	0.00	(144.52)	717.25	400.00	(317.25)	500.00
6395-0000 - Tenant Retention	0.00	400.00	400.00	93.70	4,400.00	4,306.30	4,800.00

FRANK B. PEERS HOUSING
Actual vs Budget Accrual Operating Statement

	Month Ending 11/30/25			Year To Date 11/30/25			Year Ending 12/31/25
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
6431-0000 - Travel & Expense Reimbursement	0.00	0.00	0.00	334.57	500.00	165.43	600.00
6851-0000 - Bank Service Fees	0.00	17.00	17.00	45.29	187.00	141.71	204.00
6860-0000 - Security Deposit Interest	0.06	6.00	5.94	0.90	62.00	61.10	68.00
TOTAL ADMINISTRATIVE EXPENSE	8,349.80	9,907.42	1,557.62	114,533.40	136,367.62	21,834.22	146,475.04
PAYROLL & RELATED COSTS							
6310-0000 - Office salaries	7,251.72	7,157.00	(94.72)	87,471.24	85,885.00	(1,586.24)	93,042.00
6310-1000 - Commissions - Employee/Broker Referrals	0.00	0.00	0.00	20.00	0.00	(20.00)	0.00
6491-0000 - Temp Maintenance Contractor	0.00	0.00	0.00	13,358.51	0.00	(13,358.51)	0.00
6510-0000 - Janitor and cleaning payroll	2,879.77	2,831.00	(48.77)	35,747.27	33,971.00	(1,776.27)	36,802.00
6540-0000 - Repairs payroll	3,882.13	3,658.00	(224.13)	36,047.48	43,894.00	7,846.52	47,552.00
6900-0000 - Social Service Coordinator	2,272.96	2,620.75	347.79	17,353.00	28,828.25	11,475.25	31,449.00
6715-0000 - Payroll Taxes	1,096.47	1,047.00	(49.47)	14,644.99	14,529.00	(115.99)	15,614.00
6722-0000 - Workers compensation	295.83	607.00	311.17	4,021.89	6,512.00	2,490.11	7,119.00
6723-0000 - Employee Health Ins/Other Benefits	472.58	772.00	299.42	9,795.63	8,514.00	(1,281.63)	9,286.00
6724-0000 - Union Benefits	2,664.01	2,341.58	(322.43)	31,966.08	25,757.38	(6,208.70)	28,098.96
6726-0001 - Contingency	0.00	0.00	0.00	3,600.00	3,600.00	0.00	4,080.00
TOTAL PAYROLL & RELATED COSTS	20,815.47	21,034.33	218.86	254,026.09	251,490.63	(2,535.46)	273,042.96
OPERATING EXPENSES							
6515-0000 - Janitors and cleaning supplies	137.79	283.00	145.21	3,011.92	3,113.00	101.08	3,396.00
6518-0000 - Uniforms	0.00	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00
6519-0000 - Exterminating Contract	232.00	146.00	(86.00)	1,517.00	1,606.00	89.00	1,752.00
6520-0000 - Miscellaneous Repair Contractors	0.00	833.33	833.33	17,252.65	9,166.63	(8,086.02)	9,999.96
6525-0000 - Rubbish removal	539.66	550.00	10.34	7,233.94	6,050.00	(1,183.94)	6,600.00
TOTAL OPERATING EXPENSES	909.45	1,812.33	902.88	29,015.51	20,935.63	(8,079.88)	22,747.96
UTILITIES							
6450-0000 - Electricity	1,564.13	1,700.00	135.87	17,016.51	18,790.00	1,773.49	20,490.00
6451-0000 - Water & Sewer	2,530.02	2,782.50	252.48	23,908.53	30,607.50	6,698.97	33,390.00
6452-0000 - Gas	2,397.74	3,500.00	1,102.26	20,884.10	27,800.00	6,915.90	31,300.00
TOTAL UTILITIES	6,491.89	7,982.50	1,490.61	61,809.14	77,197.50	15,388.36	85,180.00
MAINTENANCE EXPENSES							
6530-0100 - Security Contractor	0.00	0.00	0.00	4,303.75	0.00	(4,303.75)	0.00
6530-0200 - Security Services	0.00	0.00	0.00	280.83	0.00	(280.83)	0.00
6536-0000 - Ground supplies & Equipment Repairs	0.00	0.00	0.00	682.58	1,000.00	317.42	1,000.00
6537-0000 - Grounds Contractor (Landscaper)	730.75	1,400.00	669.25	6,736.65	11,000.00	4,263.35	11,000.00
6541-0000 - Repair & Maintenance Supplies	1,201.14	875.00	(326.14)	14,852.12	9,625.00	(5,227.12)	10,500.00
6545-0000 - Elevator Contractor (Annual Maintenance Contract)	0.00	450.00	450.00	6,258.15	6,950.00	691.85	7,400.00
6545-0001 - Elevator Contractor (special repairs)	700.60	0.00	(700.60)	700.60	0.00	(700.60)	0.00
6546-0000 - Heating/Cooling/Boiler Contract Repair & Supplies	0.00	1,833.33	1,833.33	22,145.62	20,166.63	(1,978.99)	21,999.96
6548-0000 - Snow removal	2,966.25	2,967.00	0.75	8,898.75	9,401.00	502.25	12,368.00
6560-0000 - Decorating (Tenant Pntg-Cycle/Turnover by Contractor)	0.00	0.00	0.00	8,931.52	5,800.00	(3,131.52)	5,800.00
6560-0001 - Decorating (Common areas - by Contractor)	0.00	0.00	0.00	1,500.00	3,000.00	1,500.00	3,000.00
6563-0000 - Window Covering	0.00	0.00	0.00	667.47	450.00	(217.47)	600.00
6581-0000 - Window Washing	0.00	0.00	0.00	1,200.00	2,700.00	1,500.00	2,700.00
6582-0000 - Fire Protection & Fire Equipment	0.00	0.00	0.00	14,406.56	16,500.00	2,093.44	16,500.00
6595-0000 - Plumbing Repairs	2,698.24	1,666.67	(1,031.57)	5,868.59	18,333.37	12,464.78	20,000.04

FRANK B. PEERS HOUSING
Actual vs Budget Accrual Operating Statement

	Month Ending 11/30/25 Actual	Month Ending 11/30/25 Budget	Month Ending 11/30/25 Variance	Year To Date 11/30/25 Actual	Year To Date 11/30/25 Budget	Year To Date 11/30/25 Variance	Year Ending 12/31/25 Annual Budget
6596-0000 - Floor Repairs/Cleaning	0.00	0.00	0.00	1,591.83	1,800.00	208.17	1,800.00
6598-0000 - Roof Repairs	0.00	0.00	0.00	250.00	250.00	0.00	250.00
TOTAL MAINTENANCE EXPENSES	8,296.98	9,192.00	895.02	99,275.02	106,976.00	7,700.98	114,918.00
TAXES AND INSURANCE							
6720-0000 - Property and liability insurance	9,601.65	10,782.58	1,180.93	114,023.96	111,795.35	(2,228.61)	122,577.93
TOTAL TAXES AND INSURANCE	9,601.65	10,782.58	1,180.93	114,023.96	111,795.35	(2,228.61)	122,577.93
TOTAL OPERATING EXPENSES	54,465.24	60,795.16	6,329.92	673,306.84	706,256.73	32,949.89	766,519.89
NET OPERATING INCOME (LOSS)	67,264.25	60,234.51	7,029.74	676,256.41	647,992.80	28,263.61	708,759.31
FINANCIAL EXPENSES							
6820-0000 - Mortgage interest	11,375.51	11,375.51	0.00	129,008.34	129,008.34	0.00	140,311.95
6850-0000 - Mortgage Service Fee	495.46	495.46	0.00	5,613.26	5,613.28	0.02	6,105.72
TOTAL FINANCIAL EXPENSES	11,870.97	11,870.97	0.00	134,621.60	134,621.62	0.02	146,417.67
NET OPER INC/(LOSS) BEFORE CAP. EXP.	55,393.28	48,363.54	7,029.74	541,634.81	513,371.18	28,263.63	562,341.64
Partnership Income							
8005-0000 - Mortgagor Entity Income	68.50	0.00	68.50	2,930.53	0.00	2,930.53	0.00
8010-0000 - Other Entity Expense	0.00	(0.00)	0.00	(675.00)	(0.00)	(675.00)	(0.00)
Total Partnership Activity	68.50	(0.00)	68.50	2,255.53	(0.00)	2,255.53	(0.00)
NET INCOME (LOSS)	55,461.78	48,363.54	7,098.24	543,890.34	513,371.18	30,519.16	562,341.64
Cash Flow - Financing Activities							
7104-0000 - Replacement Reserve	2,000.00	2,000.00	0.00	22,000.00	22,000.00	0.00	24,000.00
7108-0000 - Mortgage Payable (long term)	14,523.81	14,523.81	0.00	155,903.22	155,903.23	0.01	170,498.59
Total Cash Flow - Financing Activities	16,523.81	16,523.81	0.00	177,903.22	177,903.23	0.01	194,498.59
CAPITAL EXPENDITURES & ESCROWS							
6991-0000 - Capital expenditures	0.00	0.00	0.00	15,088.00	16,800.00	1,712.00	16,800.00
6991-0005 - Bath - Rehab	0.00	0.00	0.00	5,900.00	6,000.00	100.00	6,000.00
6991-0032 - Elevator	0.00	0.00	0.00	190.00	0.00	(190.00)	0.00
6993-0001 - Appliances	833.00	0.00	(833.00)	4,220.99	5,000.00	779.01	5,000.00
6994-0000 - Carpet & tile	0.00	2,000.00	2,000.00	10,987.21	5,500.00	(5,487.21)	5,500.00
TOTAL CAPITAL EXPENDITURES & ESCROWS	833.00	2,000.00	1,167.00	36,386.20	33,300.00	(3,086.20)	33,300.00
GAIN/(LOSS) AFTER CAPITAL EXP. & ESCROWS	38,104.97	29,839.73	8,265.24	329,600.92	302,167.95	27,432.97	334,543.05
Debt Service Coverage Ratio	2.41	2.16	0.25	2.20	2.11	0.09	2.12

RAVINIA HOUSING
Balance Sheet

	Month Ending 09/30/25	Month Ending 10/31/25 Actual	Month Ending 11/30/25 Actual
ASSETS			
Current Assets			
1110-0000 - Petty Cash	628.40	628.40	628.40
1121-0000 - Cash - Operating	21,815.72	16,921.59	18,570.31
1130-0000 - Tenant/member accounts receivable	5,265.81	5,614.68	1,205.42
1131-0000 - Accounts receivable - subsidy	917.00	2,696.00	1,298.00
1240-0000 - Prepaid property and liability insurance	34,249.04	30,824.14	27,534.39
1250-0000 - Prepaid Mortgage Insurance	661.59	551.33	441.07
Total Current Assets	63,537.56	57,236.14	49,677.59
Other Assets			
1290-0000 - Misc Prepaid Expenses	176.11	189.86	203.61
1192-0000 - Tenant Sec Dep	8,610.92	8,601.38	9,309.73
1311-0000 - Insurance escrow	9,059.10	12,896.19	16,733.28
1312-0000 - Mortgage Insurance Escrow	945.11	1,059.81	1,174.51
1320 - Replacement Reserve	24,715.34	26,488.56	28,263.01
Total Other Assets	43,506.58	49,235.80	55,684.14
Fixed Assets			
1420-0000 - Building	1,048,224.20	1,048,224.20	1,048,224.20
1420-0001 - Building Improvements	348,174.44	348,174.44	348,174.44
1430-0000 - Land Improvements	327,439.75	327,439.75	327,439.75
1450-0000 - Furniture for project/tenant use	464,270.70	464,270.70	464,270.70
1497-0000 - Site improvements	255,866.77	255,866.77	255,866.77
1499-0000 - Accumulated Depreciation	13,201.56	13,201.56	13,201.56
4120-0000 - Accum depr - buildings	(2,234,964.46)	(2,234,964.46)	(2,234,964.46)
1498-0000 - Current F/A	47,749.23	49,025.73	49,025.73
Total Fixed Assets	269,962.19	271,238.69	271,238.69
Financing Costs			
1900-0001 - Deferred Financing Costs	62,658.71	62,658.71	62,658.71
1999-0000 - Accum Amort - Bond Costs	(26,983.30)	(26,983.30)	(26,983.30)
Total Financing Costs	35,675.41	35,675.41	35,675.41
Partnership Assets			
1701-0000 - Cash - Partnership	176,104.20	176,096.09	176,109.60
Total Partnership Assets	176,104.20	176,096.09	176,109.60
Total Assets	**588,785.94**	**589,482.13**	**588,385.43**

RAVINIA HOUSING
Balance Sheet

	Month Ending 09/30/25	Month Ending 10/31/25 Actual	Month Ending 11/30/25 Actual
Liabilities & Equity			
Current Liabilities			
2110-0000 - Accounts payable	16,646.25	4,026.35	5,677.38
2120-0000 - Accrued wages and p/r taxes payable	1,317.53	3,325.71	3,248.99
2130-0000 - Accrued interest - mortgage	1,100.82	1,097.03	1,093.23
2131-0000 - Accrued Interest Bank Loans	1,165.11	1,165.11	1,165.11
2131-0001 - Accrued Interest - 2nd Note	10,498.21	10,498.21	10,498.21
2180-0000 - Misc current liabilities	871.07	1,180.21	1,130.91
Total Current Liabilities	31,598.99	21,292.62	22,813.83
Non-Current Liabilities			
2320-0000 - Mortgage Payable (long term)	293,551.93	292,542.41	291,529.10
2190-0000 - Misc Clearing	725.00	725.00	725.00
2191-0000 - Security deposits-residential	7,954.00	7,682.00	8,400.00
2191-0001 - Pet Deposit	300.00	300.00	300.00
2210-0000 - Prepaid Rent	1,000.07	1,000.02	3,274.02
2211-0000 - Prepaid HUD	2,861.00	7,429.00	2,260.00
2320-1000 - Mortgage payable - 2nd note	459,322.72	459,322.72	459,322.72
2390-0000 - Miscellaneous Liability	14,974.14	14,974.14	14,974.14
Total Non-Current Liabilities	780,688.86	783,975.29	780,784.98
Partnership Liabilities			
2901-0000 - Partnership Payable	37,428.48	37,428.48	37,428.48
Total Partnership Liabilities	37,428.48	37,428.48	37,428.48
Owner's Equity			
3100-0000 - Limited Partners Equity	25,462.78	25,462.78	25,462.78
3209-0000 - Prior Year Retained Earnings	(330,965.81)	(330,965.81)	(330,965.81)
3210-0000 - Retained earnings	46,543.81	44,572.64	52,288.77
Current Month Earnings	(1,971.17)	7,716.13	572.40
Total Owner's Equity	(260,930.39)	(253,214.26)	(252,641.86)
Total Liability & Owner Equity	**588,785.94**	**589,482.13**	**588,385.43**

RAVINIA HOUSING
Actual vs Budget Accrual Operating Statement

	Month Ending 11/30/25 Actual	Month Ending 11/30/25 Budget	Month Ending 11/30/25 Variance	Year To Date 11/30/25 Actual	Year To Date 11/30/25 Budget	Year To Date 11/30/25 Variance	Year Ending 12/31/25 Annual Budget
GROSS OPERATING INCOME							
RESIDENTIAL RENTAL INCOME							
5120-0000 - Apartment rent	7,802.00	30,238.00	(22,436.00)	73,549.00	331,010.00	(257,461.00)	361,248.00
5121-0000 - Tenant assistant payments	22,317.00	(0.00)	22,317.00	256,271.00	(0.00)	256,271.00	(0.00)
TOTAL RESIDENTIAL RENTAL INCOME	30,119.00	30,238.00	(119.00)	329,820.00	331,010.00	(1,190.00)	361,248.00
VACANCIES & ADJUSTMENTS							
5220-0000 - Vacancy loss - apartments	0.00	(602.08)	602.08	(8,044.00)	(6,622.88)	(1,421.12)	(7,224.96)
5123-0000 - Rent Concession	0.00	(0.00)	0.00	(140.68)	(0.00)	(140.68)	(0.00)
TOTAL VACANCIES & ADJUSTMENTS	0.00	(602.08)	602.08	(8,184.68)	(6,622.88)	(1,561.80)	(7,224.96)
OTHER INCOME							
5922-0000 - Late fees	0.00	5.00	(5.00)	43.00	55.00	(12.00)	60.00
5938-0000 - Cleaning Fee/Turnover	0.00	(0.00)	0.00	272.00	(0.00)	272.00	(0.00)
5990-0000 - Misc other income	(4,263.39)	(0.00)	(4,263.39)	968.61	(0.00)	968.61	(0.00)
5410-0000 - Interest Income Project Operations	0.35	(0.00)	0.35	7.03	(0.00)	7.03	(0.00)
5413-0000 - Interest income - escrow	13.10	57.94	(44.84)	267.38	637.34	(369.96)	695.28
TOTAL OTHER INCOME	(4,249.94)	62.94	(4,312.88)	1,558.02	692.34	865.68	755.28
GROSS OPERATING INCOME	25,869.06	29,698.86	(3,829.80)	323,193.34	325,079.46	(1,886.12)	354,778.32
ADVERTISING & RENTING EXPENSE							
6211-0000 - Marketing/Promotions/Advertising	0.00	50.00	50.00	106.93	418.00	311.07	418.00
6253-0000 - Credit Report Fees	17.00	16.67	(0.33)	510.00	183.37	(326.63)	200.04
TOTAL ADVERTISING & RENTING EXPENSE	17.00	66.67	49.67	616.93	601.37	(15.56)	618.04
ADMINISTRATIVE EXPENSE							
6311-0000 - Office supplies	157.36	150.00	(7.36)	1,750.03	1,650.00	(100.03)	1,800.00
6316-0000 - Office Equipment	96.70	80.00	(16.70)	1,091.82	880.00	(211.82)	960.00
6320-0000 - Management fee	1,191.70	827.50	(364.20)	12,315.43	9,102.50	(3,212.93)	9,930.00
6340-0000 - Legal Expense - Project	898.88	0.00	(898.88)	3,316.22	750.00	(2,566.22)	750.00
6350-0000 - Audit Expense	0.00	0.00	0.00	14,650.00	15,600.00	950.00	15,600.00
6360-0000 - Telephone/Internet/Cable/Cellphones	255.09	500.00	244.91	5,075.03	5,500.00	424.97	6,000.00
6360-0001 - Answering Service/ Pagers	17.24	0.00	(17.24)	203.60	0.00	(203.60)	0.00
6365-0000 - Training & Education Expense	0.00	0.00	0.00	213.74	950.00	736.26	950.00
6370-0000 - Bad debts	0.00	0.00	0.00	7,745.88	5,000.00	(2,745.88)	5,000.00
6371-0000 - Fees Dues & Contributions	0.00	0.00	0.00	(792.20)	510.00	1,302.20	510.00
6380-0000 - Consulting/study costs	0.00	0.00	0.00	5,360.80	3,000.00	(2,360.80)	3,000.00
6390-0000 - Misc administrative expenses	496.90	100.00	(396.90)	5,318.44	1,100.00	(4,218.44)	1,200.00
6391-0000 - Property Management Software Fees	140.49	136.00	(4.49)	1,712.88	1,486.00	(226.88)	1,622.00
6392-0000 - Computer Supplies/Data Processing	60.43	35.00	(25.43)	424.74	385.00	(39.74)	420.00
6395-0000 - Tenant Retention	0.00	0.00	0.00	90.26	0.00	(90.26)	0.00
6431-0000 - Travel & Expense Reimbursement	0.00	0.00	0.00	161.36	400.00	238.64	400.00
6851-0000 - Bank Service Fees	85.00	85.00	0.00	980.29	935.00	(45.29)	1,020.00
6860-0000 - Security Deposit Interest	0.00	2.00	2.00	0.33	22.00	21.67	24.00
TOTAL ADMINISTRATIVE EXPENSE	3,399.79	1,915.50	(1,484.29)	59,618.65	47,270.50	(12,348.15)	49,186.00
PAYROLL & RELATED COSTS							
6310-0000 - Office salaries	1,812.95	1,789.00	(23.95)	21,908.24	21,469.00	(439.24)	23,258.00

RAVINIA HOUSING
Actual vs Budget Accrual Operating Statement

	Month Ending 11/30/25			Year To Date 11/30/25			Year Ending 12/31/25
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
6310-1000 - Commissions - Employee/Broker Referrals	0.00	0.00	0.00	5.00	0.00	(5.00)	0.00
6491-0000 - Temp Maintenance Contractor	0.00	0.00	0.00	2,463.90	0.00	(2,463.90)	0.00
6510-0000 - Janitor and cleaning payroll	719.94	707.00	(12.94)	8,952.71	8,485.00	(467.71)	9,192.00
6540-0000 - Repairs payroll	970.54	914.00	(56.54)	8,827.80	10,970.00	2,142.20	11,884.00
6900-0000 - Social Service Coordinator	0.00	0.00	0.00	65.40	0.00	(65.40)	0.00
6715-0000 - Payroll Taxes	259.22	260.00	0.78	3,449.51	3,614.00	164.49	3,885.00
6722-0000 - Workers compensation	71.25	150.00	78.75	953.71	1,650.00	696.29	1,800.00
6723-0000 - Employee Health Ins/Other Benefits	161.05	192.00	30.95	2,049.40	2,119.00	69.60	2,311.00
6724-0000 - Union Benefits	666.00	585.00	(81.00)	7,991.49	6,435.00	(1,556.49)	7,020.00
6726-0001 - Contingency	0.00	0.00	0.00	900.00	900.00	0.00	1,020.00
TOTAL PAYROLL & RELATED COSTS	4,660.95	4,597.00	(63.95)	57,567.16	55,642.00	(1,925.16)	60,370.00
OPERATING EXPENSES							
6515-0000 - Janitors and cleaning supplies	23.98	33.33	9.35	177.17	366.63	189.46	399.96
6518-0000 - Uniforms	0.00	0.00	0.00	0.00	500.00	500.00	500.00
6519-0000 - Exterminating Contract	0.00	0.00	0.00	0.00	500.00	500.00	500.00
6520-0000 - Miscellaneous Repair Contractors	0.00	416.67	416.67	7,026.32	4,583.37	(2,442.95)	5,000.04
6525-0000 - Rubbish removal	836.66	637.50	(199.16)	8,481.23	7,012.50	(1,468.73)	7,650.00
TOTAL OPERATING EXPENSES	860.64	1,087.50	226.86	15,684.72	12,962.50	(2,722.22)	14,050.00
UTILITIES							
6450-0000 - Electricity	(469.73)	245.00	714.73	1,568.39	2,695.00	1,126.61	2,940.00
6451-0000 - Water & Sewer	105.59	0.00	(105.59)	7,537.12	2,000.00	(5,537.12)	2,000.00
6452-0000 - Gas	0.00	33.33	33.33	210.58	366.63	156.05	399.96
TOTAL UTILITIES	(364.14)	278.33	642.47	9,316.09	5,061.63	(4,254.46)	5,339.96
MAINTENANCE EXPENSES							
6530-0200 - Security Services	971.25	0.00	(971.25)	2,424.13	1,884.00	(540.13)	1,884.00
6536-0000 - Ground supplies & Equipment Repairs	0.00	0.00	0.00	67.30	300.00	232.70	300.00
6537-0000 - Grounds Contractor (Landscaper)	1,518.25	2,000.00	481.75	10,616.35	12,000.00	1,383.65	12,000.00
6541-0000 - Repair & Maintenance Supplies	450.31	833.33	383.02	4,970.96	9,166.63	4,195.67	9,999.96
6546-0000 - Heating/Cooling/Boiler Contract Repair & Supplies	1,609.23	0.00	(1,609.23)	5,268.23	2,475.00	(2,793.23)	2,475.00
6548-0000 - Snow removal	6,987.50	6,988.00	0.50	20,962.50	20,964.00	1.50	27,952.00
6560-0000 - Decorating (Tenant Pntg-Cycle/Turnover by Contractor)	0.00	0.00	0.00	11,124.80	3,000.00	(8,124.80)	3,000.00
6582-0000 - Fire Protection & Fire Equipment	0.00	1,000.00	1,000.00	1,887.00	8,000.00	6,113.00	8,000.00
6595-0000 - Plumbing Repairs	571.00	1,000.00	429.00	11,404.02	4,000.00	(7,404.02)	4,000.00
6598-0000 - Roof Repairs	0.00	0.00	0.00	644.00	4,000.00	3,356.00	4,000.00
TOTAL MAINTENANCE EXPENSES	12,107.54	11,821.33	(286.21)	69,369.29	65,789.63	(3,579.66)	73,610.96
TAXES AND INSURANCE							
6720-0000 - Property and liability insurance	3,424.90	4,833.59	1,408.69	44,903.81	48,126.05	3,222.24	52,959.64
TOTAL TAXES AND INSURANCE	3,424.90	4,833.59	1,408.69	44,903.81	48,126.05	3,222.24	52,959.64
TOTAL OPERATING EXPENSES	24,106.68	24,599.92	493.24	257,076.65	235,453.68	(21,622.97)	256,134.60
NET OPERATING INCOME (LOSS)	1,762.38	5,098.94	(3,336.56)	66,116.69	89,625.78	(23,509.09)	98,643.72
FINANCIAL EXPENSES							
6820-0000 - Mortgage interest	1,093.23	1,093.23	0.00	12,232.24	12,232.24	0.00	13,321.66

RAVINIA HOUSING
Actual vs Budget Accrual Operating Statement

	Month Ending 11/30/25			Year To Date 11/30/25			Year Ending 12/31/25
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
6850-0000 - Mortgage Service Fee	110.26	120.00	9.74	1,226.13	1,320.00	93.87	1,440.00
TOTAL FINANCIAL EXPENSES	1,203.49	1,213.23	9.74	13,458.37	13,552.24	93.87	14,761.66
NET OPER INC/(LOSS) BEFORE CAP. EXP.	558.89	3,885.71	(3,326.82)	52,658.32	76,073.54	(23,415.22)	83,882.06
Partnership Income							
8005-0000 - Mortgagor Entity Income	13.51	0.00	13.51	227.85	0.00	227.85	0.00
8010-0000 - Other Entity Expense	0.00	(0.00)	0.00	(25.00)	(0.00)	(25.00)	(0.00)
Total Partnership Activity	13.51	(0.00)	13.51	202.85	(0.00)	202.85	(0.00)
NET INCOME (LOSS)	572.40	3,885.71	(3,313.31)	52,861.17	76,073.54	(23,212.37)	83,882.06
Cash Flow - Financing Activities							
7104-0000 - Replacement Reserve	1,761.35	1,663.00	(98.35)	19,276.72	18,293.00	(983.72)	19,956.00
7108-0000 - Mortgage Payable (long term)	1,013.31	1,013.31	0.00	10,940.47	10,940.47	0.00	11,957.58
Total Cash Flow - Financing Activities	2,774.66	2,676.31	(98.35)	30,217.19	29,233.47	(983.72)	31,913.58
CAPITAL EXPENDITURES & ESCROWS							
7105-0000 - Replacement Reserve Reimbursement	0.00	0.00	0.00	(56,186.56)	0.00	56,186.56	0.00
6991-0000 - Capital expenditures	0.00	0.00	0.00	32,346.14	6,900.00	(25,446.14)	6,900.00
6991-0005 - Bath - Rehab	0.00	0.00	0.00	5,800.00	0.00	(5,800.00)	0.00
6991-0006 - Kitchen - Rehab	0.00	0.00	0.00	0.00	6,000.00	6,000.00	6,000.00
6991-0016 - Concrete Repairs	0.00	0.00	0.00	0.00	6,000.00	6,000.00	6,000.00
6991-0022 - Lighting	0.00	0.00	0.00	0.00	4,000.00	4,000.00	4,000.00
6993-0001 - Appliances	0.00	0.00	0.00	1,465.00	4,000.00	2,535.00	4,000.00
6993-0002 - Water Heaters	0.00	0.00	0.00	2,539.09	2,400.00	(139.09)	2,400.00
6994-0000 - Carpet & tile	0.00	0.00	0.00	6,875.50	15,000.00	8,124.50	15,000.00
TOTAL CAPITAL EXPENDITURES & ESCROWS	0.00	0.00	0.00	(7,160.83)	44,300.00	51,460.83	44,300.00
GAIN/(LOSS) AFTER CAPITAL EXP. & ESCROWS	(2,202.26)	1,209.40	(3,411.66)	29,804.81	2,540.07	27,264.74	7,668.48
Debt Service Coverage Ratio	0.46	1.35	(0.89)	1.56	2.16	(0.60)	2.18

			Peers Capital Improvements Update November 2025						
	Task		**Date for Work**	**Planned $ Use of** R&R	**$ Use of Construction**	**Planned $ Use of Operating**	**Comments**	**Date Complete**	**$ Actual Complete Operations**
	Carpet replacement		Feb-25	$ 4,471.90					
	Fire bots 50% deposit		Mar-25	$ 7,697.00					
	Carpet & tile		Apr-25	$ 2,444.00					
	Bath rehab #304 1st installment		May-25	$ 2,950.00					
	Floor replaced in #312		May-25	$ 1,435.20					
	Bath rehab #304 2nd installment		Jun-25	$ 2,950.00					
	Appliances		Jul-25	$ 1,288.47					
	Carpet & tile		Jul-25	$ 1,768.50					
	Appliances		Aug-25	$ 644.23					
	Fire bots-2nde installment		Sep-25	$ 7,391.00					
	Carpet replacement #410, common areas		Oct-25	$ 867.61					
	Appliances-new fridge		Nov-25	$ 833.00					
				$ 34,740.91					
	Reserves Cash Flow								
Nov-25	$ 228,402.84								
2025 Annual Escrow Deposit	$ 2,000.00								
Expected Use of Reserves $ in 2025									
Balance expected at end of 2025	$ 230,402.84								
IHDA Minimum @$1500/unit	$ 102,000.00								

			Ravinia Capital Improvements Update November 2025						
	Task		**Date for Work**	**Planned $ Use of** R&R	**$ Use of Construction**	**Planned $ Use of Operating**	**Comments**	**Date Complete**	**$ Actual Complete Operations**
	Bath rehab			$ 5,800.00					
	Appliances			$ 663.60					
	Fire bots 50% deposit			$ 2,074.25					
	2745 St Johns Ave. New furnace			$ 5,942.12					
	New pit pumps at Pleasant Ave.			$ 9,032.02					
	Replacement Reserve request Q1			**$ (36,503.47)**					
	Capital expenses			$ 13,300.00					
	Water heater 737 Pleasant			$ 2,539.09					
	New vinyl flooring 761 Pleasant			$ 3,844.00					
	Replacement Reserve request Q2			**$ (21,570.00)**					
				$ 19,683.09					
	Replacement Reserve request Q2			**$ (19,683.09)**		-			
	Appliances			$ 801.40					
	Fire bots 2nd installment			$ 1,997.75					
	Carpet replacement			$ 1,755.00					
	Carpet replacement 741 Pleasant			$ 1,276.60					
	Totals			**$ 5,830.75**					
	<u>Reserves Cash Flow</u>								
Nov-25	$ 28,263.01								
2025 Annual Escrow Deposit	$ 1,761.35								
Expected Use of Reserves $ in 2025									
Reserve request in 2025 Q2									
Balance expected at end of 2025	$ 30,024.36								
HUD Minimum @$1000/unit	$ 17,000.00								

Highland Park Housing Commission - Cash Fund Balance as of 11/2025						
	Frank B. Peers	**Ravinia Housing**	**Sunset Woods Association**			
Management Funds:			**12 Rental Units**	**2 Rental Units**	**Total**	**Funds Entity Totals**
Checking	$1,322,723.03	18,570.31			-	$1,341,293.34
Security Deposit	34,169.78	9,309.73			-	$43,479.51
Replacement Reserve	228,402.84	28,263.01	-			$256,665.85
Residual Receipts	15,686.61	-	-			$15,686.61
Operating Reserve	-	-			-	$0.00
Tax Reserve						
Construction Escrow						
Total Management Funds	1,600,982.26	56,143.05	-	-	-	$1,657,125.31
			Sunset Woods 9/2025			
Association Funds:						
Assn Money Mkt Ckg 1305		176,096.09	111,775.60			287,871.69
Assn MaxSafe Money Market 4382	555,707.72					555,707.72
Assn Small Business Ckg 1321	14,829.86		10,226.98			25,056.84
Association CDs						
CD #1	521,891.33					521,891.33
	-					
Total Association Funds	1,092,428.91	176,096.09	122,002.58		-	1,390,527.58
Total Mgmt & Assn Funds	2,693,411.17	232,239.14	122,002.58	-	-	3,047,652.89
Association Receivables (Liability)						
1) Due from Hsg. Trst. Fd 277 GB	7,491.85					7,491.85
2) Due from Hsg. Trst Fd. Emerg.	689.44					689.44
3) Due from Sunset Woods / (Due to Peers)	(0.10)		-			(0.10)
4) Due from Ravinia	37,500.00					
Total	45,681.19		-			45,681.19

SWA 2 Rental
Income Statement
Compared with Budget
For the Eleven Months Ending November 30, 2025

	Current Month	Current Month	Current Month	Year to Date	Year to Date
Revenues					
Rents	$ **2,300.00**	$ 2,300.00	0.00	$ 25,300.00	$ 25,300.00
Interest Income	0.61	0.00	0.61	7.25	0.00
Vacancy	0.00	(115.00)	115.00	0.00	(1,265.00)
Total Revenues	2,300.61	2,185.00	115.61	25,307.25	24,035.00
Cost of Sales					
Total Cost of Sales	0.00	0.00	0.00	0.00	0.00
Gross Profit	2,300.61	2,185.00	115.61	25,307.25	24,035.00
Expenses					
Office Supplies	0.00	25.00	(25.00)	0.00	275.00
Management Fee	0.00	142.00	(142.00)	1,276.08	1,562.00
Audit Expense	0.00	125.00	(125.00)	1,927.00	1,375.00
Credit Ck Fees	0.00	5.00	(5.00)	0.00	55.00
Software/Data Processing	7.06	0.00	7.06	75.62	0.00
Heating & Air	0.00	0.00	0.00	1,281.00	0.00
Electrical & Plumbing Maint	0.00	0.00	0.00	395.00	0.00
Painting & Decorating	0.00	125.00	(125.00)	0.00	1,375.00
Appliance Repairs/replace	0.00	25.00	(25.00)	811.58	275.00
Supplies	0.00	8.00	(8.00)	0.00	88.00
Maintenance	0.00	42.00	(42.00)	0.00	462.00
Insurance - D+O	0.00	0.00	0.00	642.00	0.00
Condo Asst Rental Units	979.54	819.00	160.54	9,795.40	9,009.00
Cable TV	138.16	133.00	5.16	1,381.60	1,463.00
Real Estate tax expense	0.00	0.00	0.00	6.16	0.00
Bldg Insurance	0.00	42.00	(42.00)	0.00	462.00
Total Expenses	1,124.76	1,491.00	(366.24)	17,591.44	16,401.00

SWA 2 Rental
Income Statement
Compared with Budget
For the Eleven Months Ending November 30, 2025

	Current Month	Current Month	Current Month	Year to Date	Year to Date
Net Income	$ 1,175.85	$ 694.00	481.85	$ 7,715.81	$ 7,634.00

SWA 2 Rental
Income Statement
Compared with Budget
For the Eleven Months Ending November 30, 2025

Year to Date
0.00
7.25
1,265.00
1,272.25
0.00
1,272.25
(275.00)
(285.92)
552.00
(55.00)
75.62
1,281.00
395.00
(1,375.00)
536.58
(88.00)
(462.00)
642.00
786.40
(81.40)
6.16
(462.00)
1,190.44

SWA 2 Rental
Income Statement
Compared with Budget
For the Eleven Months Ending November 30, 2025

Year to Date
81.81

Sunset Woods Housing 12
Balance Sheet
October 31, 2025

ASSETS

Current Assets		
Assn FBHP Checking	$ 10,377.00	
FBHP General Checking	**30,148.74**	
FBHP Security Dep. Savings	10,958.45	
Assn FBHP Savings	109,626.00	
FBHP Savings	9,507.31	
Tax Reserve	(13.95)	
Accounts Receivable	(2,185.50)	
Subsidy Accounts Receivable	(59.00)	
Total Current Assets		168,359.05
Property and Equipment		
Building	1,552,988.40	
Building Improvements	20,532.96	
Appliances	422.64	
Accum Dep Furn & Fixtures	(399.37)	
Accum Dep Equipment	(403.85)	
Accum Dep Building	(869,413.47)	
Debt issuance costs - accum am	(2,582.00)	
Total Property and Equipment		701,145.31
Other Assets		
Total Other Assets		0.00
Total Assets		$ 869,504.36

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	$ 902.47	
Security Deposits	10,051.00	
Total Current Liabilities		10,953.47
Long-Term Liabilities		
Notes Payable, Lake Co	116,760.18	
Notes Payable, FBHP	(37,696.51)	
Current Portion of FBHP Mortga	359,388.00	
Current Portion of IHDA Mortga	1,200.00	
Debt issuance costs	(4,842.00)	
Notes Payable, IHDA	205,762.60	
Total Long-Term Liabilities		640,572.27
Total Liabilities		651,525.74
Capital		
Beginning Balance Equity	(85,000.00)	
Equity-Retained Earnings	284,892.72	
Net Income	18,085.90	
Total Capital		217,978.62
Total Liabilities & Capital		$ 869,504.36

Sunset Woods Housing 12
Income Statement
Compared with Budget
For the Ten Months Ending October 31, 2025

	Current Month	Current Month	Current Month	Year to Date	Year to Date	Year to Date
Revenues						
Rents	$ 8,546.00	$ 7,918.00	628.00	$ 91,979.50	$ 87,098.00	4,881.50
Subsidy Income	1,664.00	1,879.00	(215.00)	19,221.00	20,669.00	(1,448.00)
Late & NSF Fees	0.00	0.00	0.00	20.00	0.00	20.00
Interest Income	0.00	0.00	0.00	48.66	0.00	48.66
Vacancy	0.00	(490.00)	490.00	(1,137.00)	(5,390.00)	4,253.00
Total Revenues	10,210.00	9,307.00	903.00	110,132.16	102,377.00	7,755.16
Cost of Sales						
Total Cost of Sales	0.00	0.00	0.00	0.00	0.00	0.00
Gross Profit	10,210.00	9,307.00	903.00	110,132.16	102,377.00	7,755.16
Expenses						
Office Supplies	22.84	25.00	(2.16)	234.81	275.00	(40.19)
Management Fee	631.18	605.00	26.18	6,500.96	6,655.00	(154.04)
Audit Expense	0.00	667.00	(667.00)	11,563.00	7,337.00	4,226.00
Exterminating	0.00	75.00	(75.00)	0.00	825.00	(825.00)
Credit Ck Fees	0.00	4.00	(4.00)	15.00	44.00	(29.00)
Government Fees	0.00	96.00	(96.00)	0.00	1,056.00	(1,056.00)
Software/Data Processing	42.34	32.00	10.34	453.62	352.00	101.62
Heating & Air	0.00	42.00	(42.00)	672.35	462.00	210.35
Electrical & Plumbing Maint	0.00	42.00	(42.00)	245.00	462.00	(217.00)
Painting & Decorating	0.00	108.00	(108.00)	0.00	1,188.00	(1,188.00)
Appliance Repairs/Replace	0.00	83.00	(83.00)	1,621.57	913.00	708.57
Supplies Assn	0.00	0.00	0.00	16.50	0.00	16.50
Supplies	248.45	125.00	123.45	1,262.78	1,375.00	(112.22)
Carpet	0.00	83.00	(83.00)	0.00	913.00	(913.00)
Maintenance	0.00	167.00	(167.00)	250.00	1,837.00	(1,587.00)
Insurance - D+O	0.00	0.00	0.00	4,487.21	0.00	4,487.21
Electricity	0.00	0.00	0.00	63.26	0.00	63.26
Condo Assessment Rental Units	4,013.48	3,356.00	657.48	40,134.80	36,916.00	3,218.80
Cable TV	828.96	800.00	28.96	8,289.60	8,800.00	(510.40)
Real Estate tax expense	0.00	3.00	(3.00)	55.44	33.00	22.44
Loan Interest	1,458.34	2,349.00	(890.66)	16,163.15	25,839.00	(9,675.85)
Bank Service Charges	0.00	0.00	0.00	20.00	0.00	20.00
Bldg Insurance	0.00	250.00	(250.00)	0.00	2,750.00	(2,750.00)
Total Expenses	7,245.59	8,912.00	(1,666.41)	92,049.05	98,032.00	(5,982.95)
Net Income	$ 2,964.41	$ 395.00	2,569.41	$ 18,083.11	$ 4,345.00	13,738.11

Sunset Woods Housing 12

Account Register

For the Period From Oct 1, 2025 to Oct 31, 2025

1103M13 - FBHP General Checking

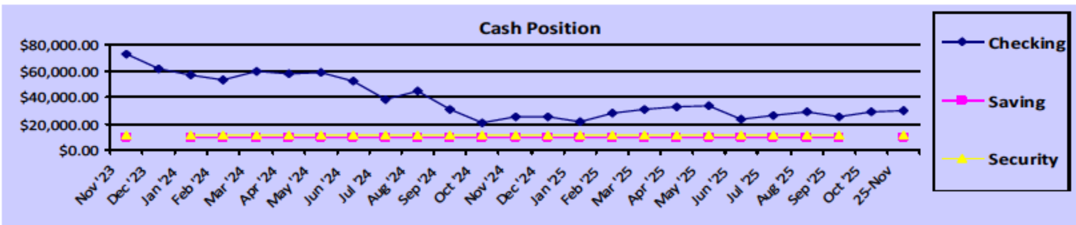
Filter Criteria includes: Report order is by

Date	Trans No	Type	Trans Desc	Deposit Amt	Withdrawal Amt	Balance
			Beginning Balance			28,612.52
11/1/25	HAPP_11.01.25	Other	HAPPD	1,664.00		30,276.52
11/1/25	ihda2511	Other	ihda/auto pymt		100.00	30,176.52
11/6/25	Sunset 11.6.25	Other	Sunset 11.6.25	4,556.00		34,732.52
11/10/25	Rent_RP 11.10.25	Other	Rent_RP_11.10.25	680.00		35,412.52
11/17/25	Onesite2511	Other	Onesite		42.34	35,370.18
11/19/25	2260	Withdrawal	Westwaard360		4,842.44	30,527.74
11/24/25	Rent_RP_11.24.25	Other	Rent_RP_11.24.25_SShaffer_Unit	950.00		31,477.74
11/26/25	Rent_RP_11.26.25	Other	Rent_RP_11.26.25	175.00		31,652.74
11/28/25	Rent_RP_11.28.25	Other	Rent_RP_11.28.25	950.00		32,602.74
			Total	8,975.00	4,984.78	

Notes:

Loan Payment did not clear $2454.00. This is the difference in cash.

Total Cash	
Checking	$30,149
Security	$10,953
Saving	$9,510
	$50,612



Housing Opportunity Development Corporation - Sunset Woods
RENT ROLL DETAIL
12/10/2025 12:57 PM
As of Date: 11/30/2025
Parameters: Properties: ALL; Show All Unit Designations or Filter by: ALL; Subjournals: ALL; Sort by:

Resh ID	Bldg/Unit	Unit/Lease	Name	Market +	Sub Journal	Balance	Lease Rent	RENT	SUBRENT	Total Billing
33	1-103	Occupied	[redacted]	0	RESIDENT	$ -	$ 950.00	$ 950.00	$ -	$ 950.00
21	1-112	Occupied	[redacted]	0	RESIDENT	$ -	$ 700.00	$ 700.00	$ -	$ 700.00
23	1-203	Occupied	[redacted]	0	RESIDENT	$ -	$ 700.00	$ 700.00	$ -	$ 700.00
27	1-212	Occupied	[redacted]	0	RESIDENT	$ -	$ 333.00	$ 333.00	$ -	$ 333.00
27	1-212	Occupied	[redacted]	0	SUBSIDY	$ -	$ 567.00	$ -	$ 567.00	$ 567.00
18	1-214	Occupied	[redacted]	0	RESIDENT	$ -	$ 438.00	$ 438.00	$ -	$ 438.00
18	1-214	Occupied	[redacted]	0	SUBSIDY	$ -	$ 462.00	$ -	$ 462.00	$ 462.00
28	1-216	Occupied	[redacted]	0	RESIDENT	$ -	$ 750.00	$ 750.00	$ -	$ 750.00
7	1-237	Occupied	[redacted]	0	RESIDENT	$ (911.50)	$ 910.00	$ 910.00	$ -	$ 910.00
31	1-303	Occupied	[redacted]	0	RESIDENT	$ (950.00)	$ 950.00	$ 950.00	$ -	$ 950.00
14	1-312	Occupied	[redacted]	0	RESIDENT	$ -	$ 285.00	$ 285.00	$ -	$ 285.00
14	1-312	Occupied	[redacted]	0	SUBSIDY	$ (11.00)	$ 615.00	$ -	$ 615.00	$ 615.00
15	1-314	Occupied	[redacted]	0	RESIDENT	$ -	$ 680.00	$ 680.00	$ -	$ 680.00
15	1-314	Occupied	[redacted]	0	SUBSIDY	$ (48.00)	$ 20.00	$ -	$ 20.00	$ 20.00
29	1-316	Occupied	[redacted]	0	RESIDENT	$ -	$ 750.00	$ 750.00	$ -	$ 750.00
25	1-337	Occupied	[redacted]	0	RESIDENT	$ -	$ 1,100.00	$ 1,100.00	$ -	$ 1,100.00
Totals:				**$ -**		**$ (2,466.50)**	**$ 10,210.00**	**$ 8,546.00**	**$ 1,664.00**	**$ 10,210.00**

HOUSING TRUST FUND

Schedule of Changes in Fund Balance

	Actual Through October 2025	Estimated Nov - Dec 2025	Total 2025 Estimate	Total[3] 2025 Budget
Beginning Fund Balance (Audited)	**1,968,422**	**2,139,119**	**1,968,422**	**2,139,119**
Demolition Tax	118,856	(38,856)	80,000	80,000
Demolition Permits	8,350	3,650	12,000	12,000
Reimbursements and Grants	-	-	-	
Interest Revenue	70,262	21,138	91,400	91,400
Contributions/Donations/Transfers[4]	-	-	-	-
Payment in lieu of Affordable Housing[1]	222,480	(148,320)	74,160	74,160
Proceeds of Ceding Volume Cap		-	-	-
Total Revenue	**419,949**	**(162,389)**	**257,560**	**257,560**
Contractual Services (Obligations)[2]	217,093	850,643	1,067,735	1,067,735
Employment Expenses	9,176	3,056	12,232	12,232
Salaries	22,983	12,993	35,976	35,976
Personnel Expenditures	32,159	16,049	48,208	48,208
Total Expenditures	**249,251**	**866,692**	**1,115,943**	**1,115,943**
Ending Fund Balance	**2,139,119**	**1,110,039**	**1,110,039**	**1,280,736**
Fund Balance at 150% target		1,673,915	1,673,915	1,673,915
Fund Balance less Obligations and Target		**(563,876)**	**(563,876)**	**(393,178)**

Notes:

1. Anticipated Revenue:

2025 Payment in lieu	664,080
2025 Demolition Tax	130,000
2025 Demolition Permits	15,000
Total	809,080

2. Obligations:

Scattered Site Grant Budgeted for 2025	463,550
Operating Grant Budgeted for 2025	94,185
Temporary Housing Assistance	10,000
Total	567,735

3. Adopted Budget

Housing Trust Fund

Balance Sheet and Schedule of Revenues, Expenditures, and Changes in Fund Balance Per City General Ledger

	Adopted	Estimated					Actual																		
	Annual 2025	Nov - Dec 2025	Oct YTD 2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003
Balance Sheet																									
Cash & Investments	1,280,736	1,110,039	2,139,119	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,329,104	709,596	555,762	634,659	808,800	866,008	834,576	1,001,264	1,091,569	1,254,767	1,282,048	1,517,934	1,873,748	245,714	1,148,435	704,498	229,405
Accounts Receivable												250,000									(10,500)				
Due from Other Funds																						1,700,000			
Other Assets																			(169)		378	539			
Total Assets	**1,280,736**	**1,110,039**	**2,139,119**	**1,968,422**	**1,908,458**	**1,634,854**	**2,386,240**	**1,522,923**	**1,329,104**	**709,596**	**555,762**	**884,659**	**808,800**	**866,008**	**834,576**	**1,001,264**	**1,091,569**	**1,254,767**	**1,281,879**	**1,517,934**	**1,863,625**	**1,946,254**	**1,148,435**	**704,498**	**229,405**
Accounts Payable									67,500											1,000					
Accrued Salaries Payable										1,011		1,009	627	789	720	175	308	233		395	596	218			
Refundable Deposits													61,000												
Total Liabilities	**-**	**-**			**-**	**-**	**-**	**-**	**67,500**	**1,011**	**-**	**1,009**	**61,627**	**789**	**720**	**175**	**308**	**233**	**-**	**1,395**	**596**	**218**	**-**	**-**	**-**
Fund Balance Actual	**1,280,736**	**1,110,039**	**2,139,119**	**1,968,422**	**1,908,458**	**1,634,854**	**2,386,240**	**1,522,923**	**1,261,604**	**708,584**	**555,762**	**883,651**	**747,173**	**865,220**	**833,856**	**1,001,088**	**1,091,261**	**1,254,534**	**1,281,879**	**1,516,540**	**1,863,029**	**1,946,036**	**1,148,435**	**704,498**	**229,405**
Fund Balance Reported[1]	**N/A**	**N/A**	**N/A**	**TRUE**	**1,908,458**	**1,634,854**	**2,445,490**	**1,522,923**	**1,262,614**	**709,595**	**556,762**	**884,658**	**808,800**	**866,008**	**833,856**	**1,001,088**	**1,091,261**	**1,254,535**	**1,281,879**	**1,516,539**	**1,863,030**	**1,946,036**	**1,148,435**	**704,498**	**229,405**
Actual Over/(Under) Rptd[3]	**N/A**	**N/A**	**N/A**		**-**	**-**	**(59,250)**	**-**	**(1,010)**	**(1,011)**	**(1,000)**	**(1,007)**	**(61,627)**	**(788)**	**0**	**0**	**(0)**	**(1)**	**(0)**	**1**	**(1)**	**(0)**	**0**	**0**	**-**
Changes in Fund Balance																									
Revenues[4]	257,560	(162,389)	419,949	324,094	471,340	644,681	1,179,417	485,162	749,266	260,096	240,152	458,750	453,650	365,518	170,586	129,890	60,828	107,181	265,857	584,267	1,557,629	942,598	798,678	645,094	229,405
Expenditures[5]	1,115,943	866,692	249,251	307,256	197,735	1,396,067	316,100	223,842	196,246	107,273	568,041	322,273	571,697	334,155	337,818	220,063	224,101	134,526	500,518	930,757	1,640,635	144,997	354,742	170,000	
Change in Fund Balance	**(858,383)**	**(1,029,081)**	**170,698**	**16,838**	**273,605**	**(751,386)**	**863,317**	**261,319**	**553,019**	**152,822**	**(327,889)**	**136,478**	**(118,047)**	**31,363**	**(167,232)**	**(90,172)**	**(163,273)**	**(27,344)**	**(234,661)**	**(346,489)**	**(83,007)**	**797,600**	**443,937**	**475,094**	**229,405**
Beginning Fund Balance (Audited)	2,139,119	2,139,119	1,968,422	1,951,583	1,634,854	2,386,240	1,522,923	1,261,604	708,584	555,762	883,651	747,173	865,220	833,856	1,001,088	1,091,261	1,254,534	1,281,879	1,516,540	1,863,029	1,946,036	1,148,435	704,498	229,405	-
Ending Fund Balance	**1,280,736**	**1,110,039**	**2,139,119**	**1,968,422**	**1,908,458**	**1,634,854**	**2,386,240**	**1,522,923**	**1,261,604**	**708,584**	**555,762**	**883,651**	**747,173**	**865,220**	**833,856**	**1,001,088**	**1,091,261**	**1,254,534**	**1,281,879**	**1,516,540**	**1,863,029**	**1,946,036**	**1,148,435**	**704,498**	**229,405**
Due to Others[2] per City Accounts	-	-	-		-		-	-	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405
Fund Balance per City Accounts	1,280,736	1,110,039	2,139,119	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,032,199	479,180	326,357	654,246	517,768	635,815	604,452	771,684	861,856	1,025,130	1,052,474	1,287,135	1,633,624	1,716,631	919,031	475,094	-
Fund Balance Actual	**1,280,736**	**1,110,039**	**2,139,119**	**1,968,422**	**1,908,458**	**1,634,854**	**2,386,240**	**1,522,923**	**1,261,604**	**708,584**	**555,762**	**883,651**	**747,173**	**865,220**	**833,856**	**1,001,088**	**1,091,261**	**1,254,534**	**1,281,879**	**1,516,540**	**1,863,029**	**1,946,036**	**1,148,435**	**704,498**	**229,405**

Notes:

1. Reported to the Housing Commission.
2. Equals the 2003 Fund Balance which was incorrectly recorded in 2003 to the account Due to Others. Since there were no expenditures in 2003, it is equal to 100% of 2003 Demolition Tax Revenue recorded to HTF in 2003.
3. Reporting errors.
4. Anticipated Revenue:

2025 Payment in lieu	664,080
2025 Demolition Tax	130,000
2025 Demolition Permits	15,000
Total	809,080

5. Obligations:

Scattered Site Grant Budgeted for 2025	463,550
Operating Grant Budgeted for 2025	94,185
Temporary Housing Assistance	10,000
Total	567,735

ESTIMATE

Kelsey Mechanical Inc.
958 Concord Dr
Island Lake, IL 60042-9756

kelseysmechanical@gmail.com
+1 (847) 347-1847
kelseysplumbing.com

Bill to
Evergreen - Frank Peers Apartments
400 Central Ave
Highland Park IL 60035

Estimate details
Estimate no.: 1122
Estimate date: 10/02/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**TASK**	Floor break and sewer repair Perform interior underground locates with hallway of building approximately 35'-40' in length. Sawcut for repair in hallway. Break floor in hallway hauling away spoils from repair. Excavate to pipe under floor. Remove and replace approximately 30'-35' of building drain and tie ins throughout. Bed and support all new pipe in gravel. Backfill with gravel and restore concrete. All labor material and discounts applied All work done to code 10 year warranty on pipework installed	1	$26,500.00	$26,500.00

Total **$26,500.00**

Accepted date **Accepted by**

Ravinia Plumbing, Sewer, Heating & Electric

575 Bond St.
Lincolnshire, IL 60069

24-Hour: (847) 432-5561
Fax: (847) 831-5694

Since 1928
License # 055-003586

www.RaviniaPlumbing.com
info@RaviniaPlumbing.com

12/22/25

Billing Information:

Highland Park Housing
400 Central Ave.
Highland Park, IL 60035
773-852-1119

Job Information:

Same

Investigation has determined that the sanitary sewer line is back pitched.

Quote: Provide materials and labor to perform the following work items:

1. Pull a city permit for the excavation work. The price of the permit is not included in the following quote. The cost of the permit will be determined by the city when we apply for the permit.
2. Before we break up the concrete floor, we will have the floor scanned to locate power cables.
3. Break up the concrete floor from the existing cleanout access to the carpet area approximately 20'. RPSHE will recement the removed section of the concrete floor. **RPSHE is not responsible for the repair/replacement of the flooring or carpet.**
4. Excavate by hand at the previously determined location down to the sewer line.
5. Remove and dispose of excavated spoils and concrete.
6. Cut remove the deteriorated 4" cast iron sewer piping.
7. Install new 4" PVC piping in the excavation to correct the pitch.
8. Fill the trench to grade with stone.
9. Recement the concrete floor.
10. This work will take approximately 4-5 days to complete.

Materials, tax and labor: $27,811.33 plus permit fees
The above pricing reflects your Home Care Club discount.

These are the following terms and conditions provided by Ravinia Plumbing, Sewer, Heating & Electric Co, Inc., (herein after referred to as RPSHE)

Regular Business Hours:
Our regular business hours are 8:00 am through 4:30 pm Monday through Friday. We are available for emergency service work on Saturdays, Sundays and National Holidays.

Exclusions and Additional Costs:
This estimate does not include costs for permits, tile work, electrical work, carpentry work, plaster or drywall, painting, or correcting hidden or concealed problems. It also excludes costs for diagnostic, service, or repair work already performed, and for correcting any existing plumbing, electrical, or mechanical code violations. Any additional work beyond the scope listed within will be billed at our standard service rates. No allowance has been made for repairs that may become necessary as a result of the work quoted.

Work Extras:
If, during our work, we identify additional tasks required to complete the original scope, work that may benefit the customer, or work requested by the customer, we will not proceed without the customer's written authorization. All approved additional work will be scheduled during normal business hours and quoted in advance, in the same manner as our standard repair services. This does not apply when a job runs longer than expected due to conditions outside our control under the same estimate.

Work Area:
The customer is responsible for removing and replacing all personal belongings in and around the work area, including access paths to and from the site. Any time spent moving personal items by our technicians will be billed at our standard labor rate in addition to the quoted or estimated amount. We are not liable for any damage to personal items that must be moved or replaced in order to perform the work.

Prep and Cleanup:
Some of the work in this proposal will generate dust throughout the project. While we use protective measures such as drop cloths and temporary plastic tarp walls to reduce the spread of dust and debris, it is not possible to prevent dust from circulating throughout the entire structure. Plastic barriers may stay in place until the project is complete or may need to be removed daily to allow access for occupants. Final cleaning of rooms and hallways outside the immediate work area is not included in this proposal. All cleaning costs beyond the work area are the responsibility of the property owner.

Mold Waiver:
The customer acknowledges that plumbing, sewer, and HVAC services carry an inherent risk of mold growth and mold-related damage. By accepting these services, the customer assumes all risk of mold or mold-related damage and injuries that may result from the work performed by RPSHE. The customer releases and discharges RPSHE, its agents, employees, officers, and insurers from all claims, liabilities, damages (including compensatory and punitive), costs, fees, expenses, or injuries of any kind arising directly or indirectly from mold or mold-related conditions in connection with the services provided, whether such liability arises under common law, statute, or regulation.

Change Orders:
During the project, the customer may request changes to the specified work. Any approved changes will be performed on a time-and-materials basis, following the same standards as the original proposal. The final contract amount will be adjusted to reflect any increase or decrease in cost resulting from these changes. Non-stock materials ordered specifically for the project are subject to a restocking fee of 20% of the sale price, plus all shipping and handling costs to and from the supplier. Special order materials cannot be returned once received.

Warranty:
All work will be performed in a workmanlike manner and in compliance with applicable codes and regulations. Upon receipt of full payment, RPSHE provides a limited two-year warranty on our labor from the date of installation, provided that the installed items are used as intended and are not subject to accident, negligence, alteration, abuse, or misuse. Materials supplied by RPSHE are covered only by the manufacturer's warranty. Warranty service, except in emergencies, is available Monday through Friday, 8:00 a.m. to 4:00 p.m., excluding holidays. Warranty coverage does not include routine or preventive maintenance. These warranties replace all other express or implied warranties, including those of merchantability or fitness for a particular purpose. Any work performed on equipment or systems by anyone other than an RPSHE employee will void all warranties. RPSHE will not be financially responsible for any claims for work that is not approved by RPSHE

management. Due to conditions beyond our control, we do not warrant against future drain or sewer line stoppages or flooding. The customer acknowledges that aged or deteriorated plumbing, fixtures, piping, or related components may no longer be serviceable. The customer agrees to hold RPSHE harmless for any damage to such items that may result from standard maintenance, repair, or installation efforts.

Lien Rights:
RPSHE hereby notifies Customer that persons or companies furnishing labor or materials for the construction on Customer's land may have lien rights on Customer's land and buildings if not paid.

Work Authorization:
By signing this document or allowing RPSHE to begin work, the customer authorizes the described work and agrees to pay for all labor, goods, and services provided. The customer affirms that they are either the property owner or an authorized agent of the owner with the authority to approve and order the work.

Down Payment:

A 50% down payment is required upon acceptance of this proposal.
Balance is due in full upon completion of work.

RPSHE is able to offer 6-month interest free financing through Wells Fargo Bank.

Additional longer terms are available at an additional cost for qualified borrowers. If you are interested, please call our Financial Manager, Alan, directly at 847-579-5531.

Wells Fargo Financing Link: https://retailservices.wellsfargo.com/ahapp/init-app?m=0030003933

By law, financing must be approved 3 full business days prior to the start of our work.

If required, permit fees are to be paid directly to RPSHE.

Payment & Terms:
All materials supplied by RPSHE remain the property of RPSHE until full payment has been received.

This proposal may be withdrawn if not accepted within 30 days. Prices are valid for 30 days from the date of acceptance. If project delays occur for reasons beyond RPSHE's control (excluding our material suppliers, subcontractors, or scheduling), pricing may be adjusted. Any price changes will be communicated before work resumes. RPSHE does not provide an itemized breakdown of materials and labor for quoted or proposed work.

Unpaid balances over 30 days will accrue a late fee of 1.5% per month (18% annually). You are responsible for all collection costs, including collection agency fees, lien filings, court costs, and attorney fees. All legal actions must be filed in Lake County, Illinois. Returned checks are subject to a $20.00 fee.

We accept Visa, MasterCard, Discover, American Express, personal checks, and cash. Financing may be available on certain types of work at the discretion of the financing company. Additional terms may be available upon request.

Customer Signature	Customer Printed Name	Date

Prepared by Andy Nicholas/lw

ESTIMATE

FLY PLUMBING, INC
584 Chaddick Dr
Wheeling, IL 60090-6056

services@flymechanical.com
+1 (847) 868-1444
https://www.flyplumbing.com/

Bill to
EverGreen Real Estate Services
EverGreen Real Estate Services

Ship to
EverGreen Real Estate Services
EverGreen Real Estate Services

Estimate details
Estimate no.: 44776
Estimate date: 12/16/2025

P.O. Number: 1080110592

#	Product or service	Description	Qty	Rate	Amount
1.	**14 Plumbing**	Plumbing 400 Central Ave 214 Highland Park, Illinois 60035-2630 After investigation, we found there is a belly in the pipe approx. 30 feet We propose to: Secure the work area with plastic Cut the carpet Open the concrete Excavate down to the sewer line Remove the excess spoils from the inside of the building and place the spoils in trash bags outside of the building to be used for backfilling the excavation Remove approx 30 ft of pipe and fittings Install 30 ft of pvc pipe and fittings Bed the newly installed pipe with gravel Install new cleanout Backfill the excavation with the spoils that were put in trash bags Repair the concrete FlyPlumbing is not responsible for carpet repairs Labor and Materials: $25,700.00	1	$25,700.00	$25,700.00
2.		Fly Mechanical is not responsible for repairing any drywall, tile, wood, paint, flooring, etc. for the agreed upon plumbing proposal. Fly Mechanical will provide you			

with a separate proposal for such repairs.

Fly Mechanical is not responsible for repairing any landscaping.

This quote is valid for 30 days.

By Village ordinance a permit is required for most if not all plumbing work. If you would like Fly Mechanical to obtain a permit for any scope of work, it will be for an additional cost, if the permit requests any additional requirements by the municipality it is the homeowners responsibility to obtain

The price listed is subject to change without notice due to manufacturing price increases.

This proposal is separate from any previous work done at this property

This proposal is separate from any previous estimate given for this property

This proposal is bid out for this scope of work only, if any further issues are found while on site Fly Mechanical will submit a change order

50% deposit will be collected prior to beginning work

The remaining balance will be collected once work is completed

Fly Plumbing has a 24 hour cancellation policy where the homeowner/client has 24 hours from the set scheduled date and time to cancel a service or project. In the event we do not receive the cancellation request before 24 hours of the set scheduled date and time in writing, Fly Mechanical will charge a 10% fee of the total bid. Verbal only requests are not valid. The cancellation request must be in writing.

At any point if the job has been cancelled by the homeowner/client after materials have been purchased and obtained for said project, Fly Mechanical will also charge a restocking fee of any material obtained and purchased for this job decided by the supplier for the already purchased and obtained materials.

In the event the special ordered materials cannot be returned after the project has been cancelled, Fly Mechanical will charge the homeowner/client the full amount of the total material cost and any additional fees that are associated with this material. If the homeowner/client pay for the material cost in full, Fly Mechanical will send the material to the homeowner/clients personal address and will charge an additional delivery fee.

Total	**$25,700.00**

Accepted date **Accepted by**

COMMUNITY PARTNERS for AFFORDABLE HOUSING

800 S. Milwaukee Ave., Suite 201
Libertyville, IL 60048

December 11, 2025

Highland Park Housing Commission
Attn: Zubin Coleman
1150 Half Day Road
Highland Park, IL 60035

Dear Zubin,

This letter serves as a draw request for $97,850 for the acquisition of 661 Homewood, Highland Park which was added to the City's Community Land Trust inventory, per our scattered site grant agreement dated February 5, 2025. Per the grant agreement draw requirements, please find the following:

1. *<u>Evidence Regarding the Acquisition of the Properties.</u> CPAH shall provide the Housing Commission with evidence of the seller, location, and anticipated purchase price of the specific property to which the particular draw request pertains.*

   Please see attached buyer's sales contract (attachment 1).

2. *<u>Compliance with Housing Commission's Requirements.</u> A certification from grantee that grantee, to its best knowledge, has complied with the Housing Commission's requirements set forth in grantee's grant application, as approved by the Housing Commission.*

   Please accept this certification that CPAH has, to the best of our knowledge, complied with the Housing Commission's requirements set forth in our grant application, as approved by the Housing Commission.

3. *<u>Evidence Regarding Funding for the Project</u>. Evidence (a) of all of grantee's funding commitments, and (b) that grantee's sources and applications of funds for the project, including all equity, debt, and grant funds, have not materially changed in any way that would adversely affect grantee's ability to perform under this agreement.*

   Please see attached funding agreement from Lake County (attachment 2).

www.cpahousing.org
phone 847.263.7478
fax 847.796.8060

4. *<u>Marketing Plan and Resident Selection Plan.</u> A marketing plan and resident selection plan for the properties.*

   Please see attached plan (attachment 3).

5. *<u>Pricing of Units.</u> Documentation on the pricing of the properties, as stated in the project summary.*

   Please see attached sales contract to the homebuyer (attachment 4)

6. *<u>Compliance with Uniform Relocation Act.</u> Evidence of its compliance with the relocation noticing provisions and a copy of its relocation plan, to the extent applicable, as required by the Uniform Relocation Act, 42 U.S.C 61 et seq.*

   Please see rider to buyer's sales contract (attachment 1)

7. *<u>Additional Documents.</u> Such other documents as the Housing Commission, its designees, or its counsel may reasonably request as a condition precedent to disbursement of any portion of the Grant.*

   NA.

Please don't hesitate to contact me at 847-263-7478 ext 22 or ranthony@cpahousing.org with any questions.

Sincerely,

Robert Anthony

Rob Anthony
President

REALTOR®

MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0

EQUAL HOUSING OPPORTUNITY

1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties."
Buyer Name(s) ***[PLEASE PRINT]*** CPAH CLT LLC
Seller Name(s) ***[PLEASE PRINT]*** Affordable Housing Corporation of Lake County
If Dual Agency applies, check here ☐ and complete Optional Paragraph 29.

2. THE REAL ESTATE: Real Estate is defined as the property, all improvements, the fixtures and Personal Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with approximate lot size or acreage of < .25 acre commonly known as:

Address	Unit # (If applicable)	City	State	Zip	County
661 Homewood Ave		Highland Park	IL	60035	Lake

Permanent Index Number(s): 16231130120000 ☐ Single Family Attached ☒ Single Family Detached ☐ Multi-Unit
If Designated Parking is Included: # of space(s) ______; identified as space(s) # ______; location ______
[CHECK TYPE] ☐ deeded space, PIN: ______ ☐ limited common element ☐ assigned space.
If Designated Storage is Included: # of space(s) ______; identified as space(s) # ______; location ______
[CHECK TYPE] ☐ deeded space, PIN: ______ ☐ limited common element ☐ assigned space.

3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE: All of the fixtures and included Personal Property are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems together with the following items at no added value by Bill of Sale at Closing ***[CHECK OR ENUMERATE APPLICABLE ITEMS]***:

☒ Refrigerator	☐ Wine/Beverage Refrigerator	☒ Light Fixtures, as they exist	☐ Fireplace Gas Log(s)
☒ Oven/Range/Stove	☒ Sump Pump(s)	☒ Built-in or attached shelving	☒ Smoke Detectors
☒ Microwave	☐ Water Softener (unless rented)	☐ All Window Treatments & Hardware	☒ Carbon Monoxide Detectors
☒ Dishwasher	☒ Central Air Conditioning	☐ Satellite Dish	☐ Invisible Fence System, Collar & Box
☐ Garbage Disposal	☐ Central Humidifier	☐ Wall Mounted Brackets (AV/TV)	☒ Garage Door Opener(s)
☐ Trash Compactor	☐ Central Vac & Equipment	☐ Security System(s) (unless rented)	with all Transmitters
☒ Washer	☐ All Tacked Down Carpeting	☐ Intercom System	☐ Outdoor Shed
☒ Dryer	☒ Existing Storms & Screens	☐ Electronic or Media Air Filter(s)	☐ Outdoor Playset(s)
☐ Attached Gas Grill	☐ Window Air Conditioner(s)	☐ Backup Generator System	☒ Planted Vegetation
☒ Water Heater	☐ Ceiling Fan(s)	☐ Fireplace Screens/Doors/Grates	☐ Hardscape

Other Items Included at No Added Value: ______
Items Not Included: ______
Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in operating condition at Possession except: ______.
A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.
If Home Warranty applies, check here ☐ and complete Optional Paragraph 32.

4. PURCHASE PRICE AND PAYMENT: The Purchase Price is $ 482,000. After the payment of Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in "Good Funds" as defined by law.

a) **CREDIT AT CLOSING:** ***[IF APPLICABLE]*** Provided Buyer's lender permits such credit to show on the final settlement statement or lender's closing disclosure, **and if not, such lesser amount as the lender permits**, Seller agrees to credit $ ______ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

b) **EARNEST MONEY:** Earnest Money of $ 0 shall be tendered to Escrowee on or before ____ Business Days after Date of Acceptance. Additional Earnest Money, if any, of $ ______ shall be tendered by ______, 20 ___. Earnest Money shall be held in trust for the mutual benefit of the Parties by

[CHECK ONE]: ❑ Seller's Brokerage; ❑ Buyer's Brokerage; ❑ As otherwise agreed by the Parties, as "Escrowee." **In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.**

c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

5. CLOSING: Closing shall be on December 9, 20 25 or at such time as mutually agreed by the Parties in writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

6. POSSESSION: Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

7. FINANCING: *[INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]*

____ ____ ____ ____ a) **LOAN CONTINGENCY:** Not later than **forty-five (45) days after Date of Acceptance or five (5) Business Days prior to the date of Closing**, whichever is earlier, ("Loan Contingency Date") Buyer shall provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan as follows: *[CHECK ONE]* ❑ fixed; ❑ adjustable; *[CHECK ONE]* ❑ conventional; ❑ FHA; ❑ VA; ❑ USDA; ❑ other ________________________ loan for ____ % of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed ____ % per annum, amortized over not less than ____ years. Buyer shall pay discount points not to exceed ____ % of the loan amount. Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.

If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide such written evidence not later than the date specified herein or by any extension date agreed to by the Parties, Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain in full force and effect.

Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days thereafter or any extension thereof agreed to by the Parties in writing.

A Party causing delay in the loan approval process shall not have the right to terminate under this subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.

Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is conditioned on the sale and/or closing of Buyer's existing real estate.

If Buyer is seeking FHA, VA, or USDA financing, **required amendments and disclosures shall be attached to this Contract.** If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

____ ____ ____ ____ b) **CASH TRANSACTION WITH NO MORTGAGE:** *[ALL CASH]* If this selection is made, Buyer will pay at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.**

____ ____ ____ ____ c) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent upon Buyer obtaining financing**. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.**

8. STATUTORY DISCLOSURES: If applicable, prior to signing this Contract, Buyer:

[CHECK ONE] ☒ has ❑ has not received a completed Illinois Residential Real Property Disclosure;
[CHECK ONE] ☒ has ❑ has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
[CHECK ONE] ☒ has ❑ has not received a Lead-Based Paint Disclosure;
[CHECK ONE] ☒ has ❑ has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
[CHECK ONE] ☒ has ❑ has not received the Disclosure of Information on Radon Hazards.

9. PRORATIONS: The requirements contained in this paragraph shall survive the Closing. Proratable items shall be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes, rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item.

a) The general real estate taxes shall be prorated to and including the date of Closing based on ______ % of the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing, except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental entity, before or after Closing, to preserve said exemption(s). **The proration shall not include exemptions to which the Seller is not lawfully entitled.**

b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s) fees are $ ________________ per ____________ (and, if applicable, Master/Umbrella Association fees are $ ________________ per ____________). Seller agrees to pay prior to or at Closing the remaining balance of any special assessments by the Association(s) confirmed prior to Date of Acceptance.

c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

10. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respective Parties, by Notice, may:

a) Approve this Contract; or

b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or

c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or

d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer. Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, **neither** Buyer nor Seller may declare this contract null and void, and this contract shall remain in full force and effect.

If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit unilateral reinstatement by withdrawal of any proposal(s).

11. WAIVER OF PROFESSIONAL INSPECTIONS: *[INITIAL IF APPLICABLE]* ____ ____ ____ ____ Buyer acknowledges the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.

12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: *[NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]* Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.

a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition, and therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall not be a basis for the Buyer to cancel this Contract. **A request by Buyer for credits or repairs in violation of the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return of Buyer's Earnest Money**. If radon mitigation is performed, Seller shall pay for any retest.

b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. **Buyer shall not send any portion of the inspection report with the Notice provided under this subparagraph unless such inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney.** If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.

c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not include any portion of the inspection reports unless requested by Seller.

d) **Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain in full force and effect.**

13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business Days after Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.**

14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.** Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

15. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS: ***[IF APPLICABLE]*** The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest Community Association Act or other applicable state association law ("Governing Law").

a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to Date of Acceptance.

c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.

d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or additional documentation, Buyer agrees to comply with same.

e) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the receipt of the documents and information required by this paragraph, listing those deficiencies which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.

f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

16. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:

a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement Procedures Act of 1974, as amended.

18. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing. The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

19. PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. **All such corners shall also be visibly staked or flagged**. The Plat of Survey shall include the following statement placed near the professional land surveyor's seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.

20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING: If prior to delivery of the deed the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified by this paragraph.

21. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in broom clean condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.

22. SELLER REPRESENTATIONS: Seller's representations contained in this paragraph shall survive the Closing. Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written notice from any association or governmental entity regarding:

a) zoning, building, fire or health code violations that have not been corrected;
b) any pending rezoning;
c) boundary line disputes;
d) any pending condemnation or Eminent Domain proceeding;
e) easements or claims of easements not shown on the public records;
f) any hazardous waste on the Real Estate;
g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

Seller further represents that:

[INITIALS] ____ ____ ____ ____ There ***[CHECK ONE]*** ❑ are ❑ are not improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment.

[INITIALS] ____ ____ ____ ____ There ***[CHECK ONE]*** ❑ are ❑ are not improvements to the Real Estate which are eligible for the home improvement tax exemption.

[INITIALS] ____ ____ ____ ____ There ***[CHECK ONE]*** ❑ is ❑ is not an unconfirmed pending special assessment affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

[INITIALS] ____ ____ ____ ____ The Real Estate ***[CHECK ONE]*** ❑ is ❑ is not located within a Special Assessment Area or Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs. All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of matters that require modification of the representations previously made in this Paragraph 22, Seller shall

promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may terminate this Contract by Notice to Seller and this Contract shall be null and void.

23. REAL ESTATE TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed for the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

25. ELECTRONIC OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting same by electronic means. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating the digital signature and sending same by electronic mail.

26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if this Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of competent jurisdiction."

In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may elect to proceed as follows:

a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse in the absence of any written objection. If no written objection is received by the date indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.

b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred in filing the Interpleader action.

27. NOTICE: Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

a) By personal delivery; or

b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or

c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or

d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or

e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's Designated Agent in any of the manners provided above.

g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide such courtesy copies shall not render Notice invalid.

28. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.

[INITIALS] ____ ____ ____ ____ **29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to ______________________________ ***[LICENSEE]*** acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

____ ____ ____ ____ **30. SALE OF BUYER'S REAL ESTATE:**

a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

____.

Address City State Zip

2) Buyer ***[CHECK ONE]*** ❑ has ❑ has not entered into a contract to sell Buyer's real estate.

If Buyer has entered into a contract to sell Buyer's real estate, that contract:

a) ***[CHECK ONE]*** ❑ is ❑ is not subject to a mortgage contingency.

b) ***[CHECK ONE]*** ❑ is ❑ is not subject to a real estate sale contingency.

c) ***[CHECK ONE]*** ❑ is ❑ is not subject to a real estate closing contingency.

3) Buyer ***[CHECK ONE]*** ❑ has ❑ has not publicly listed Buyer's real estate for sale with a licensed real estate broker and in a local multiple listing service.

4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer ***[CHECK ONE]***:

a) ❑ Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local multiple listing service within five (5) Business Days after Date of Acceptance.

[FOR INFORMATION ONLY] Broker: ____

Broker's Address: ____________________________________ Phone: ________________

b) ❑ Does not intend to list said real estate for sale.

b) **CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of ________________, 20 ____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. **If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect.** (If this paragraph is used, then the following paragraph **must** be completed.)

2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before ________________, 20 ____. **If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect.**

3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. **Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.**

c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have ____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).

2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
   a) By personal delivery effective at the time and date of personal delivery; or
   b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
   c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.

3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.

4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.

5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.

6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest money in the amount of $ ________________ in the form of a cashier's or certified check within the time specified. **If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed ineffective and this Contract shall be null and void.**

e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.

____ ____ ____ ____ **31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before ________________, 20 ____. **In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser under the prior contract should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.**

____ ____ ____ ____ **32. HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost of $ ________________. Evidence of a fully pre-paid policy shall be delivered at Closing.

____ ____ ____ ____ **33. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a defect or deficiency and the cost of landscaping together exceed $3,000, and if the Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

____ ____ ____ ____ **34. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12, within ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the report to proceed with the purchase or to declare this Contract null and void.

____ ____ ____ ____ **35. POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the date that is ***[CHECK ONE]*** ❑ ____ days after the date of Closing or ❑ ________________, 20 ___ ("the Possession Date"). Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of $ ________________ (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

a) The sum of $ ________________ per day for use and occupancy from and including the day after Closing to and including the day of delivery of Possession if on or before the Possession Date;

b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

____ ____ ____ ____ **36. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection. **In the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and this Contract shall remain in full force and effect.** Buyer acknowledges that the provisions of Paragraph 12 and the warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise of rights by Buyer in Paragraph 33, if applicable.

____ ____ ____ ____ **37. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real Estate by ______________________________ Buyer's Specified Party, within five (5) Business Days after Date of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

____ ____ ____ ____ **38. ATTACHMENTS:** The following attachments, if any, are hereby incorporated into this Contract ***[IDENTIFY BY TITLE]***: ____

____.

____ ____ ____ ____ **39. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with such additional terms as either Party may deem necessary, providing for one or more of the following ***[CHECK APPLICABLE BOXES]***:

☐ Articles of Agreement for Deed or Purchase Money Mortgage	☐ Assumption of Seller's Mortgage	☐ Commercial/Investment
	☐ Cooperative Apartment	☐ New Construction
☐ Short Sale	☐ Tax-Deferred Exchange	☐ Vacant Land
☐ Multi-Unit (4 Units or fewer)	☐ Interest Bearing Account	☐ Lease Purchase

THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

12-4-25	12/4/25
Date of Offer	**DATE OF ACCEPTANCE**
Robert Anthony	Brad Dennison, President
Buyer Signature	Seller Signature
Buyer Signature	Seller Signature
CPAH CLT LLC	Affordable Housing Corporation of Lake County
Print Buyer(s) Name(s) ***[REQUIRED]***	Print Seller(s) Name(s) ***[REQUIRED]***
800 S Milwaukee Ave	800 S Milwaukee Ave
Address ***[REQUIRED]***	Address ***[REQUIRED]***
City, State, Zip ***[REQUIRED]***	City, State, Zip ***[REQUIRED]***
Libertyville, IL 60048 ranthony@cpahousing.org	Libertyville, IL 60048 bdennison@ahclc.org
Phone E-mail	Phone E-mail

FOR INFORMATION ONLY

Buyer's Brokerage MLS # State License #	Seller's Brokerage MLS # State License #
Address City Zip	Address City Zip
Buyer's Designated Agent MLS # State License #	Seller's Designated Agent MLS # State License #
Phone Fax	Phone Fax
E-mail	E-mail
Buyer's Attorney E-mail	Seller's Attorney E-mail
Address City State Zip	Address City State Zip
Phone Fax	Phone Fax
Mortgage Company Phone	Homeowner's/Condo Association (if any) Phone
Loan Officer Phone/Fax	Management Co./Other Contact Phone
Loan Officer E-mail	Management Co./Other Contact E-mail

Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.
Seller rejection: This offer was presented to Seller on ________________, 20 _____ at ____:____ a.m./p.m. and rejected on _______________ ________, 20 _____ at ____:____ a.m./p.m. ____ ____ ***[SELLER INITIALS]***

RIDER TO REAL ESTATE CONTRACT

This Rider **("Rider")** is made part of and incorporated into the Multi-Board Residential Real Estate Contract between the AFFORDABLE HOUSING CORPORATION OF LAKE COUNTY **("Seller")** and CPAH CLT, LLC, **("Buyer")** dated December 4, 2025 **("Contract")** for the purchase and sale of the real estate commonly known as: 661 Homewood Ave, Highland Park, IL 60035 **("Property")**.

Except as modified by this Rider, all of the terms and conditions contained in Contract remain in full force and effect. In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Contract, the terms and conditions of this Rider shall prevail. Capitalized terms used but not defined in this Rider shall have the meanings given to them in the Sales Agreement.

Buyer and Seller acknowledge and agree as follows:

1. Buyer would like to purchase the property located at 661 Homewood Ave, Highland Park, IL 60035 if a satisfactory agreement can be reached. Buyer is prepared to pay $482,000, the Purchase Price listed in the Contract, for the Property under the conditions described in Contract. The following information is disclosed to Seller by Buyer for notification purposes only because federal funds may be used in the purchase:

   a. The sale is voluntary. If Seller does not wish to sell, Buyer will not acquire the Property. Buyer does not have the power to acquire the Property by condemnation (i.e. eminent domain).

   b. Buyer estimates the current market value of the property to be approximately $482,000.

   Since the purchase would be a voluntary, arm's length transaction, you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Contract is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

2. Notwithstanding any other provision in Contract, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until Lake County has provided Buyer with a written determination, on the basis of a federally required environmental review and an approved request for release of federal funds, that purchase of the property by Buyer may proceed, subject to any other contingencies in Contract, or may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the Property. Lake County shall use its best efforts to conclude the environmental review of the property expeditiously. If Lake County has not approved such environmental review and authorized the Buyer to purchase the Property on or before December 31, 2025, then Seller may terminate the Contract by sending Buyer written notice.

3. In addition to Buyer's other rights herein, the Contract shall be subject to the following appraisal contingency. Buyer shall select an appraiser to perform one or more appraisals of the Real Estate. If any such appraisal is for less than the purchase price, Buyer shall have the right to request that Seller reduce the sales price of the Real Estate to a price not less than the appraised price. Seller shall accept or reject the revised price within three days from the date that the revised offer is delivered to Seller. If Seller does not accept the revised offer, Buyer shall have the right, but not the obligation, to terminate this Agreement without penalty upon notice to Seller, provided that such notice is given within three days of the Seller's rejection.

BUYER:

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

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

Robert Anthony
Robert Anthony, President

12-4-25
Date

SELLER:

Brad Dennison, President

Printed Name: Brad Dennison, President
The Affordable Housing Corporation of Lake County

12/4/25
Date:

LAKE COUNTY AFFORDABLE HOUSING PROGRAM (LCAHP) CONTRACT BETWEEN the COUNTY OF LAKE and COMMUNITY PARTNERS FOR AFFORDABLE HOUSING

Name and Address of Project Sponsor:

Community Partners for Affordable Housing
800 S. Milwaukee Avenue
Libertyville, IL 60048

Property Address: 661 Homewood Avenue, Highland Park, IL 60035

THIS LAKE COUNTY AFFORDABLE HOUSING PROGRAM AGREEMENT (“Agreement”), made this **4th** day of **December 2025**, is by and between Lake County ("the County"), having a principal place of business at 18 N. County St., Waukegan, IL 60085, and Community Partners for Affordable Housing ("Project Sponsor"), whose principal place of business is identified above.

WITNESSETH

WHEREAS, the County is providing its own revenue sources from the Lake County General Funds to fund the Lake County Affordable Housing Program (“LCAHP”); and

WHEREAS, the County conducted a competitive application and review process for the LCAHP and the Project Sponsor submitted an application for consideration of a LCAHP-assisted housing Project; and

WHEREAS, the Project Sponsor was subsequently awarded LCAHP funds for a LCAHP-assisted housing Project; and

WHEREAS, pursuant to the terms of this Agreement, the Project Sponsor is required to undertake certain activities to expand or improve the County’s supply and/or availability of affordable housing within the Lake County; and

WHEREAS, the County and Project Sponsor enter into this Agreement pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, all recitals set forth above are incorporated herein and made a part hereof, the same constituting a factual basis for this Agreement, the County and the Project Sponsor do mutually agree as follows:

1. **Definitions**
   As used in this Agreement:
   a. "Activity": An address-specific, eligible use of LCAHP funds for which an income-eligible beneficiary has been or will be identified.

b. “Activity Completion”: All necessary construction work has been performed; the Activity complies with all of the requirements of this Agreement; Project Sponsor has drawn down all Activity specific funds; and Project Sponsor has submitted all requisite supporting documentation to Lake County Community Development.

c. “Amount Subject to Recapture”: The amount of direct homebuyer subsidy.

d. “Annual Household Income”: The Annual Income as defined in 24 CFR Part 5.

e. “Area Median Income”: The median household income distribution range (consisting of two equal parts of one-half of the households falling below the median household income range and one-half being above the median household income range) for a metropolitan area or a non-metropolitan county, adjusted for household size, which is calculated annually by HUD for use in determining eligibility for housing programs.

f. “HUD”: The U.S. Department of Housing and Urban Development, its Secretary or a person authorized to act on his/her behalf.

g. “Household Income”: The HUD Part 5 definition of gross annual income as defined in 24 CFR part 5. *See*, (d) “Annual Household Income.”

h. “Lake County”: is the funding agency under this Agreement.

i. “Lake County Housing and Community Development Commission (HCDC)”: A local commission which serves as the review panel for all locally proposed programmatic and related policy changes.

j. “Lake County Community Development": The Lake County staff responsible for the local administration and enforcement of the LCAHP.

k. “Monitoring Agency”: Lake County Community Development is the designated agency monitoring LCAHP-assisted housing Programs under this Agreement.

l. “Non-Expendable Property”: Refers to goods that are not ordinarily consumed in use and retain their original identity during the period of use.

m. “Project”: A site or sites together with any buildings located on the site(s) that are to be assisted with LCAHP funds as a programmatic undertaking in compliance with the requirements of the LCAHP. The project includes all of the activities associated with the site(s) and building(s).

n. “Project Completion”: means that all Activities initiated under this Project have been completed; the overall Project complies with the requirements of the Agreement; the all funds have been drawn down and disbursed; and the Project Completion information has been received and approved by Lake County Community Development.

o. “Project Sponsor”: The entity, whether public or private, which has the responsibility for administering a LCAHP-assisted housing Project funded under this Agreement.

p. “Single Family Housing”: A one to four family residence, condominium unit, cooperative unit, combination of manufactured housing and lot, or manufactured housing lot.

2. GENERAL PROJECT DESCRIPTION

The Project Sponsor will conduct the following Project in accordance with its Lake County Affordable Housing Program application for funding:

Acquisition and rehabilitation, and sale of one housing unit, utilizing the community land trust model. The unit shall be located in Highland Park, Highwood or Lake Forest, Illinois.

The **Project** shall receive a maximum of **One Hundred Ten Thousand Three Hundred Thirty Three and 00/100 dollars ($110,333.00)** of LCAHP funding. The **Project Sponsor** is hereby entitled to a forgivable, deferred loan of up to **One Hundred Ten Thousand Three Hundred Thirty Three and 00/100 dollars ($110,333.00)** from the Lake County Affordable Housing Program.

3. TERMS OF PROJECT

a. Expenditure Timeline: The LCAHP Project must be initiated within twelve (12) months of execution of this written Agreement. All LCAHP funds must be drawn down within two (2) years of execution of this written agreement. Any funds not requested by that date will be unencumbered for the specific Project, and will be available for other affordable housing activities. Extensions of time may be provided if at least 75% of the approved Project Activities are completed. Only one-time extension will be granted per funded Project and shall not exceed twelve (12) months. Requests for time extensions are not guaranteed to be granted, and are left up the discretion of Community Development staff.

b. Budget: The Budget, inclusive of the Sources and Uses statement attached in Appendix I, is hereby incorporated and made part of this Agreement.

c. All LCAHP-assisted units created with this grant must comply with the following requirements:

i. Income Eligibility Limits: The units must be sold to households who qualify as low- or moderate-income at or below 100% of the Area Median Income and the housing must remain the principal residence of the family throughout the entire period of affordability as described below. The Project Sponsor is responsible for documenting annual compliance with this requirement. Income eligibility limits are described in the following chart:

HUD 2025 Income Limits								
AMI	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30%	$25,200	$28,800	$32,400	$35,950	$38,850	$43,150	$48,650	$54,150
50%	$42,000	$48,000	$54,000	$59,950	$64,750	$69,550	$74,350	$79,150
60%	$50,363	$57,563	$64,763	$71,925	$77,700	$83,438	$89,213	$94,950
80%	$67,150	$76,750	$86,350	$95,900	$103,600	$111,250	$118,950	$126,600
100%	$83,938	$95,938	$107,938	$119,875	$129,500	$139,063	$148,688	$158,250
120%	$100,725	$115,125	$129,525	$143,850	$155,400	$166,875	$178,425	$189,900

Effective: April 1, 2025

ii. **After Rehab Value limit:** All housing units rehabilitated with LCAHP funds must be at or below the Homeownership Value Limit as referenced in the table below. Accordingly, Project Sponsor must present the method and documentation prescribing the purchase price value for acceptance by the County.

HOME Homeownership Value Limits (95% Rule)				
	1-unit	2-unit	3-unit	4-unit
Existing Housing	$433,200	$554,496	$671,460	$831,744
Newly Constructed Housing	$433,200	$554,496	$671,460	$831,744

Effective date of the Lake County 2025 HUD AAP

~~iii. All units must be Single Family Housing.~~

iv. **Period of Affordability:** Each LCAHP unit must remain affordable for not less than the appropriate period, as specified in the table below. The period of affordability shall be determined separately for each unit created under this Agreement. The period of affordability shall commence at the time of Project Completion, as defined by this Agreement. **The Period of Affordability for each Project property subject to this Agreement shall be 15 (fifteen) years, unless the final LCAHP investment differs from the anticipated LCAHP investment under this Agreement**.

Affordability Requirements for LCAHP Program

LCAHP assistance per unit	Minimum period of Affordability
Under $15,000	5 Years
$15,000 to $40,000	10 Years
Over $40,000	15 Years

d. **Compliance**: This Project will be subject to ongoing compliance requirements for the duration of the period of affordability. During the compliance period and period of affordability, the Project Sponsor will assure continued compliance with LCAHP requirements.

i. The Project Sponsor is responsible for ensuring compliance with all requirements of this Agreement.

ii. This Agreement shall remain in full force and effect until the expiration of the Period of Affordability of the Project property. **If the assisted housing does not meet affordability requirements for the term stated herein, FULL REPYAMENT of LCAHP Funds expended on the Project must be returned to the County within 30 days' notice of non-compliance**.

iii. Failure to comply with the provisions included in this Section may result in termination of this Agreement as described in Section 17 of this Agreement.

e. All LCAHP-assisted housing, must, at a minimum, meet the Housing Quality Standards as defined in 24 CFR Part 982.401 at the time of occupancy, and for the duration of this Agreement.

4. REPRESENTATIONS OF PROJECT SPONSOR

a. The Project Sponsor has the requisite power and authority to carry on business as now being conducted and as contemplated under this Agreement.

b. The execution and performance by the Project Sponsor of the terms and provisions of this Agreement and all other agreements executed in relation to this Agreement have been duly authorized and will not violate any provision of law, any order of any court, or other agency of government, or any indenture, agreement or other instrument to which the Project Sponsor is a party or by which it is bound.

c. Financial data, reports, and other information furnished to the County and any of its agents by the Project Sponsor are accurate and complete and fairly present the financial position of the Project Sponsor as described in Section 7 of this Agreement.

d. The Project Sponsor shall obtain all necessary governmental permits for the Project. The undertaking of the Project will not violate any financial, building, zoning, subdivision, land-use, health, historic preservation, licensing, rent control, planning, sanitation, architectural access or environmental protection, or any other applicable ordinance or regulation of law.

e. Project Sponsor represents and warrants that it will have sufficient funds to complete and operate the Project in accordance with the provisions and requirements of this Agreement.

f. Project Sponsor has provided its planned use of Project funding, an itemized budget for the Project and a schedule of Activities to be performed. (See Appendix I- II).

g. Should the Project fall out of compliance with the attached schedule, Project Sponsor shall notify the County in writing immediately. This Agreement may be amended as necessary at the discretion of the County.

5. LCAHP PROGRAM REQUIREMENTS

The Project Sponsor agrees to comply with all requirements of the LCAHP as stated in the LCAHP Program Guidelines, including but not limited to the following:

a. The Project Sponsor may not request partial or full disbursement of funds under this Agreement until the funds are needed for reimbursement of payment for eligible costs that have been previously incurred.

b. Project Sponsor shall receive and utilize the LCAHP funds, awarded by this Agreement, solely for activities eligible, reasonable, and necessary under the provisions of the Project application, this Agreement, applicable local, state, and Federal laws and other guidelines as established by the LCAHP Program Guidelines. Project Sponsor shall not use said funds for any other purpose.

c. No money under this Agreement shall be disbursed by the Project Sponsor to any Contractor except pursuant to a written contract which incorporates the applicable requirements of this Agreement.

d. Project Sponsor shall support all costs properly with official documentation evidencing in detail the nature and propriety of charges. All Project work contracted between the Project Sponsor and external contractors must be supported by written contractual agreements defining the scope of work with line item detail task descriptions and associated costs, a timeline for completion, insurance coverage, and recourse for non-performance. Approved bid specifications and Project work estimates do not qualify as written contracts. All checks, payroll claim forms, invoices, contracts, vouchers, purchase orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible in both the Project Sponsor's files and in written supporting documentation provided to the County.

e. This Agreement shall become effective on the date it is executed by the Lake County Community Development Administrator and authorized representative of the Project Sponsor. No work shall commence prior to such execution.

f. This Agreement shall remain in full force and effect until the expiration of the period of affordability, as applicable and outlined in this Agreement.

g. The Project Sponsor shall cooperate with the County in its responsibilities pursuant to HUD's environmental review process, as it is applied at 24 CFR Part 58, as amended, and shall permit the County or its designees or employees to conduct site inspections, conduct appropriate tests, examination of applicable documents, and such other activities as the County deems appropriate in order to fulfill its responsibilities in implementation of the policies of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321, et seq.). The County shall not make any payments contemplated under this Agreement until the environmental review process has been completed by the County, nor may any costs be incurred by Project Sponsor (inclusive of interim financing) until completion of the environmental review process unless exempt from such environmental review. The Project Sponsor will be notified by the County, in writing, when costs may begin to be incurred.

6. GENERAL LCAHP PROVISIONS

a. Any information or questions regarding this Agreement, Project approval, termination, amendments, reports and records required, should be directed to:

Lake County Community Development
500 W. Winchester, Unit #101
Libertyville, Illinois 60048
Phone: 847-377-2475
Fax: 847-984-5745

b. The Project Sponsor and Owner agree to carry insurance to indemnify the County against any and all claims of any nature whatsoever which may arise from the Project. This insurance shall include general liability insurance, inclusive of Products-Completed Operations coverage for a period of two years after the completion of the Project, a workmen's compensation policy, and first party property insurance. The County must be added to the general liability insurance as an additional insured. The County must be furnished with certification of insurance evidencing coverage described above.

c. This agreement is subject to the regulations, policies, guidance and requirements of 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards), as they relate to the application, acceptance and use of these local funds in conjunction with the Project Sponsor's other federally-funded activities.

d. The performance covered by this Agreement shall not be subcontracted, assigned or delegated without the prior written consent of the County.

e. This Agreement is contingent on the availability of funds from Lake County General Funds and continued authorization for LCAHP Activities and is subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or change in regulations.

f. **Audits and Reviews**: The Project Sponsor shall undergo an independent agency audit annually, evidence of which must be submitted to the County. In any case, the County may arrange for its own staff or for an independent certified public accountant to make periodic audits of the fiscal and accounting operation of the Project Sponsor. The County may make an examination of the Project Sponsor's fidelity bonding and fiscal and accounting procedures to determine whether these procedures meet the requirements of this Agreement.

g. **Inspections:** At any time during normal business hours and as often as the County may deem necessary, Program Sponsor shall make available to the County for examination all of records, reports and documentation with respect to all matters covered by this Agreement. Further, the Project Sponsor shall permit the County to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

7. REPORTING REQUIREMENTS

a. **Establishment and Maintenance of Records:** Records shall be maintained in accordance with the requirements prescribed by Lake County Community Development with respect to all matters covered by this Agreement. Except as otherwise authorized by Lake County Community Development, such records (i.e. inspection reports, building permits, subcontractor contracts and payments, plans, specifications, Project beneficiary files, etc.) shall be maintained for a period of ten (10) years after the expiration of the date of this Agreement, except in the case of Program beneficiary files, which shall be maintained for a period of ten (10) years after the expiration of the period of affordability.

b. **Reports:** At such times and on such forms as Community Development may require, reports shall be furnished to the County and any of its agents regarding records, data and information pertaining to matters covered by this Agreement.

c. **Periodic Review:** At regular intervals during the term of this Agreement the County and any of its agents may conduct on-site and off-site reviews and inspections of the content and progress of the Project Sponsor performance. If, as a result of such review, it is the opinion of the County and any of its agents that revisions to this Agreement are necessary or the methods employed by the Project Sponsor are inappropriate, the County and any of its agents may require such revisions by notifying the Project Sponsor in writing. Upon receipt of such notification of revision, the Project Sponsor shall, within ten (10) days, propose the manner in which such revisions shall be made. The proposed revisions shall be subject to the County's written approval and amendment to this Agreement.

d. Submissions:

i. Project Sponsor shall submit to the County a Project setup report at the time the project beneficiary is contractually obligated to participate in the LCAHP Project.

ii. During the Project, Project Sponsor must also submit quarterly progress reports to the County on or before the fifteenth (15) day of the next month following the close of the quarter. The quarterly progress reports shall include details of all program income funds.

iii. Project Sponsor shall complete a Project Completion Report prior to requesting final draw of funds and no later than thirty (30) days after project completion.

iv. The Project Sponsor shall provide other reports and records as required to satisfy any other County requirements as established by the County and any of its agents.

8. OTHER FEDERAL, STATE, AND LOCAL REQUIREMENTS

a. The Project Sponsor agrees to abide by all applicable Federal rules and regulations, as amended from time to time, including but not limited to those Federal rules and regulations referred to in this Agreement. All unexpended funds allocated under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the County and any of its agents at any time.

b. **Labor:** When applicable, the Project Sponsor shall comply with the labor standards set forth in Section 110 of the Housing and Community Development Act of 1974, as amended, and HUD's implementing regulations. The standards include, where applicable, the following:

i. The Davis-Bacon Act, P.L. 86-624, as amended (40·U.S.C.276a-276a-5).

ii. Contract Work Hours' & Safety Standards Act, P.L. 87-581 (40 U.S.C. 327 *et.seq.*).

iii. Copeland "Anti-kickback" Act (40 U.S.C. 276c).

iv. 29 CFR Parts 1, 3, S, 6, and 7.

c. **Illinois Prevailing Wage Act:** Acknowledging that this Agreement may call for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ('the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works Programs no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. **If the Project Sponsor believes that the Project is not subject to the Prevailing Wage Act, the Project Sponsor shall provide the Community Development with a letter from the Illinois Department of Labor confirming that the Project is not subject to the Prevailing Wage Act** otherwise, Community Development staff will assume that the Act applies and that the Project Sponsor's activities are subject to the provisions of the Act.

d. Project Sponsor shall observe sound business practices with respect to providing insurance, including bonding insurance (as applicable), as would provide adequate coverage for activities under this Agreement in compliance with 24 CFR 85.36(h).

e. **Flood Disaster**: The Project Sponsor agrees to comply with the provisions of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.) and its regulations which impose specific prohibitions and conditions upon acquisition, new construction or rehabilitation of a federally assisted Program located in an area identified as having special flood hazards. The County shall require and monitor compliance where an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards and the Project Sponsor shall be responsible for assuring the flood insurance under the National Flood Insurance Program is obtained and maintained. Copies of records pertaining to flood insurance protection shall be provided to County upon request.

f. **Prohibition/Elimination of Lead-Based Paint:** Notwithstanding any other provision, the Project Sponsor agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.) and the Residential Lead-Based Paint Hazard Reduction Act of 1992, (42 U.S.C 4851, et seq.) and its regulations set forth in 24 CFR 35 concerning testing, prohibition, and abatement of lead based paint in LCAHP-assisted housing. Project Sponsor is responsible for assuring that appropriate testing, lead hazard mitigation and lead hazard clearances are performed on the property. Properties constructed prior to January 1, 1978 require that they be tested by persons having been trained and certified by the Illinois Department of Public Health. Occupancy is prohibited on the LCAHP-funded property until the lead hazard has been controlled in compliance with federal and state regulations and the property is issued a Clearance Report from a State Certified Clearance Technician (or other approved professional) that states that the lead-based paint hazards have been mitigated to the standards set by the EPA.

g. **Prohibition of Assistance for Religious Activities/Organizations:** LCAHP funds may not be used to engage in inherently religious activities, such as worship, religious instruction, or proselytization in accordance with 24 CFR 92.257. An organization that participates in the LCAHP Program shall not, in providing assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion or religious belief. LCAHP funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

h. **Certification Regarding Lobbying**: Pursuant to 24 CFR 87.100, the undersigned representative of the Project Sponsor certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Project Sponsor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Project Sponsor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned representative of the Project Sponsor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The undersigned representative of the Project Sponsor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, agreements) and that all Project Sponsors shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

i. Pursuant to 24 CFR Part 24: Neither the Project Sponsor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement or any other covered transactions by any Federal agency; and The Project Sponsor will include the following clause without modification, in all proposals, agreements, contracts, or other lower tier covered transactions: "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction: (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or the Project Sponsor. (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal."

9. CONFLICT OF INTEREST

a. No officer, employee, agent, consultant, elected official or appointed official of the County, or its designees or agents, member of the governing body of the County or the Project Sponsor (and no one with whom they have family, personal, business or professional ties) who exercise or have exercised any functions or responsibilities with respect to Projects assisted with LCAHP funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or benefit from a LCAHP-assisted Project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family, personal, business or professional ties, during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the LCAHP-assisted Project funded under this Agreement.

b. The Project Sponsor agrees that it will incorporate into every written contract the following provision: "INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no officer, employee, agent, consultant, elected officials or appointed officials of the Contractor, or its designees or agents, member of the governing body of the Contractor (and no one with whom they have family, personal, business or professional ties) who exercise or have exercised any functions or responsibilities with respect to Projects assisted with LCAHP funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or benefit from a LCAHP-assisted Project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family, personal, business or professional ties, during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the LCAHP-assisted Project funded under this Agreement.

c. If such a conflict does exist, Project Sponsor is bound to disclose officially in writing, on Project Sponsor's letterhead, the nature and extent of that conflict, prior to execution of this Agreement or if discovered subsequently to disclose such conflict as soon as it occurs or is known.

d. Failure to comply with Conflict of Interest provisions set-forth above may result in termination of this Agreement as described in Section 15 of this Agreement.

10. EQUAL OPPORTUNITY AND FAIR HOUSING

a. The Project Sponsor agrees to comply with the provision that no person shall on the grounds of race, color, national origin, religion, sex, familial status (including children under the age of eighteen living with parents or legal custodians, pregnant women, and people securing custody of children under the age of eighteen), and handicap (disability), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or Activity funded in whole or in part with LCAHP funds. In addition, the Project Sponsor agrees to comply with the following:

i. Fair Housing Act*: Title VIII of the Civil Rights Act of 1968*, (42 U.S. C. 3601-20) and implementing regulations at 24 CFR 100 as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions based on all of the protected classes described above.

ii. Title VI of the Civil Rights of 1964 (42 U.S.C. 2000d) and implementing regulations issued at 24 CFR part 1, prohibits discrimination on the basis of race, color, or national origin in projects and activities receiving federal financial assistance.

iii. Title II of the Americans with Disabilities Act of 1990 prohibits discrimination based on disability in projects, services, or activities provided or made available by public entities. HUD enforces this provision as it relates to state and local public housing, housing assistance, and housing referrals.

iv. Architectural Barriers Act of 1968 requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds must be accessible to and useable by handicapped (disabled) persons.

v. Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR 146, prohibits discrimination on the basis of age programs or activities receiving federal financial assistance.

vi. Executive Order 11063 and the regulations contained in 24 CFR Part 107 requires that all action necessary and appropriate be taken to prevent discrimination because of race, color, religion (creed), sex, or national origin in the sale, rental, leasing, or other disposition of residential property and related facilities or in the use or occupancy thereof where such property or facilities are owned, or operated by the, Federal Government or provided with Federal assistance, by HUD and in the lending practices with respect to residential property and related facilities of lending institutions insofar as such practices relate to loans insured, guaranteed, or purchased by the Federal Government.

vii. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally-conducted projects and activities.

viii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8, prohibits discrimination against handicapped disabled individuals;

ix. Executive Order 11246, Equal Opportunity in Federal Employment, September 24, 1965 (30 FR ~2319), as amended by Executive Order 12086, October 5, 1978 (43 FR 46501), and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on 'the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors on Federal and Federally assisted construction contracts shall, take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship**.**

x. Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their projects and activities, and provides that the Secretary of HUD will be responsible for coordinating this effort. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD. The Project Sponsor will assist the County to affirmatively further fair housing in its LCAHP-assisted housing Programs.

xi. The Fair Housing Amendments Act of 1988, which prohibits discrimination in the sale or rental of housing on the basis of a handicap disability or because there are children in a family;

xii. Project Sponsor shall include the following Section 3 Clause in each contract for which it enters into that exceeds $100,000:

a. The parties to this contract agree to comply with HUD's regulations in **24 CFR Part 135**, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the **24 CFR Part 135** regulations.

b. The contractor agrees to include the Section 3 Clause in every subcontract subject to compliance with regulations in **24 CFR Part 135**, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in **24 CFR Part 135**. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in **24 CFR Part 135**.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any Project assisted with LCAHP funds be given to low-income persons residing within the unit of general local government or the metropolitan area as determined by HUD, in which the Program is located; and

To the greatest extent feasible contracts for work to be performed in connection with any such Project be awarded to business concerns, including but not limited to individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area (or nonmetropolitan County) as the Project; and

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of **24 CFR Part 135** require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under **24 CFR Part 135**.

f. Noncompliance with HUD's regulations in **24 CFR Part 135** may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

b. To the extent practicable, Project Sponsor shall market the Project by working with third parties that serve underrepresented members of protected classes under the Fair Housing Act and Illinois Human Rights Act.

c. Project Sponsor shall post a Federal Fair Housing Poster in its office. The poster shall be placed in an area that is visible to all Project beneficiaries and visitors.

d. Project Sponsor shall provide all Project beneficiaries with information regarding fair housing rights under the Fair Housing Act and Illinois Human Rights Act, document beneficiaries' receipt of such information, and provide a copy of the documentation to the County. The County shall approve Project Sponsor's fair housing rights information prior to its distribution to Project beneficiaries. The fair housing rights information shall include the contact information for Prairie State Legal Services and Lake County Community Development.

e. Project Sponsor shall attend a fair housing rights training session annually, from the time of Agreement execution through the Period of Affordability. The County shall host two fair housing rights training sessions per year, and provide notice of such session to Project Sponsor. Project Sponsor may attend either of the sessions, or attend a training session offered by a third party to fulfill the annual requirement.

County staff shall track attendance at training sessions to ensure Project Sponsor's compliance with this Paragraph.

f. Failure of Project Sponsor to comply with the annual fair housing training session requirement or the distribution of fair housing rights information requirement will constitute a violation of this Agreement and may result in a remediation plan, withholding of future payments, termination of the Agreement, or required repayment of all funds disbursed under this Agreement. The extent of action taken shall be determined by the County on a case-by-case basis.

11. MINORITY/WOMEN BUSINESS ENTERPRISE OUTREACH PROGRAM

The County shall attempt to maximize the participation of Minority-Owned and Women-Owned Business Enterprises (M/WBE) in Projects funded through the LCAHP Housing Fund.

<u>Definition of Minority-Owned and Women-Owned Business Enterprises:</u>

Any relevant business that is at least 51% **owned, operated, and controlled** by one or more minority person(s) or women shall be considered a Minority-Owned or Women-Owned Business Enterprise.

The County shall implement the following procedures in an attempt to achieve maximum participation by M/WBE in the LCAHP program and other projects funded by the U.S. Department of Housing and Urban Development (HUD):

a. Administration of the M/WBE Outreach Program will be the responsibility of the Lake County Community Development Administrator.

b. To help contractors and partner agencies expand the use of Minority-Owned and Women-Owned Businesses Enterprises, the Illinois Capital Development Board maintains a directory of firms certified as M/WBE by the Illinois Department of Transportation or the Illinois Department of Central Management Services. This database is searchable by county and trade. All local Minority-Owned and Women-Owned Business Enterprises will be encouraged to apply for inclusion on this list. The database is available online at the following website: www.cdb.state.il.us/CDBWEB_MBEFBE.nsf/websearch?OpenForm. The website address will be included in the LCAHP Housing Management Guide that is distributed to all recipients of LCAHP Housing funds and any other interested parties. The Lake County Community Development Division will also provide assistance in navigating this website and/or provide a current printed list of M/WBE from this website upon request.

c. Recipients of LCAHP Housing funds will be required to identify all M/WBE utilized on their Program and document efforts in obtaining bids, price quotes or proposals from M/WBE's for their particular Project. The Lake County Community Development Division will tabulate the utilization of M/WBE's by all participants and submit the required reports to HUD.

d. Lake County Community Development Division staff will work with Lake County Partners to Sponsor and/or participate in local business conferences and encourage the increased utilization of M/WBE. The Lake County will also take every opportunity to express its interest in the use of M/WBE for its own Projects.

e. Lake County staff will develop informational materials on contract/subcontract opportunities for Minority-Owned and Women-Owned Business Enterprises. These materials will be available at the Lake County Community Development Division and on Lake County's website located at: www.lakecountyil.gov

f. Recipients of LCAHP Housing Funds will be required to have procurement procedures that will award contracts to organizations with the most cost effective and responsive bid or quote; therefore, M/WBE's and all other bidders will have equal access to available contracts and business.

g. This statement of public policy and commitment to M/WBE shall be published annually in a newspaper of general circulation. The publication will appear whenever new funding is awarded, but not less frequently than once per year.

12. AFFIRMATIVE MARKETNG POLICY

The Lake County adheres to an affirmative marketing policy for rental and homebuyer Projects containing 5 or more LCAHP-assisted housing units. The purpose of the affirmative marketing policy is to describe the actions that will be taken to inform and recruit eligible tenants and/or homebuyers without regard to race, color, national origin, sex, religion, familial status or disability.

It is the policy of the Lake County to require all rental and homebuyer Projects containing 5 or more LCAHP-assisted housing units to develop and follow affirmative marketing procedures. The affirmative marketing procedures must be approved by Lake County prior to marketing any LCAHP-assisted housing unit. The affirmative marketing procedures must continue throughout the period of affordability and must contain the following:

- **Targeting**: Identify the segments of the eligible population which are least likely to apply for housing without special outreach efforts.
- **Outreach**: Outline an outreach program which includes special measures designed to attract those groups identified as least likely to apply and other efforts designed to attract persons from the total population.
- **Indicators**: State the indicators to be used to measure the success of the marketing program as well as the manner and frequency in which those indicators will be reviewed.
- **Staff Training**: Demonstrate the capacity to provide training and information on fair housing laws and objectives to staff.

Projects are required to make a good faith effort to carry out the provisions of their approved affirmative marketing procedures. Good faith efforts are documented activities such as:

a. Advertising in print and electronic media that is used and viewed or listened to by those identified as least likely to apply.

b. Marketing housing to specific community, religious or other organizations frequented by those least likely to apply.

c. Developing a brochure or handout that describes the facility and any services to be provided as well as the accessibility for persons with physical disabilities.

d. Insuring that the sales/management staff has read and understands the Fair Housing Act and the purpose and objectives of the affirmative marketing procedures.

In addition, all Projects should use the Equal Housing Opportunity logotype or slogan in press releases and advertisements and display a fair housing poster in their management office. The Project must keep files documenting affirmative marketing efforts which will include: copies of correspondence, public advertisements, lists of areas in which flyers have been distributed, contacts with other Equal Opportunity agencies, and any other relevant documents.

During the routine LCAHP Housing Fund monitoring visits, Lake County will review the affirmative marketing files as well as the indicators that the Project used to measure the success of the affirmative marketing procedures. Lake County will indicate any corrective action that is required in the County's monitoring report.

In the event that a Project violates the Lake County County's Affirmative Marketing Policy, Lake County will counsel the owner about the proper program procedures to ensure future compliance. If there is a second incidence of noncompliance, or in any event of willful noncompliance, the owner will be required to seek counseling from the Lake County Fair Housing Agency. Upon further noncompliance, the owner will be debarred from future participation in the LCAHP Program and other Lake County funded projects and possible foreclosure of the lien.

13. Project Sponsor hereby agrees to indemnify, hold harmless and defend County, including its elected officials and all present and former employees and agents from and against any and all claims, actions, liabilities, expenses, losses or damages of any nature whatsoever, including reasonable attorney's fees, asserted against or incurred by Project Sponsor arising out of the Project, including or resulting from any actual or alleged obligations, acts, liabilities or debts of Project Sponsor. To the fullest extent permitted by applicable law, Project Sponsor further hereby agrees to indemnify, hold harmless and defend County, including its elected officials, employees and agents, from and against any and all claims, actions, liabilities, expenses, losses or damages of any kind including for death, bodily injury, property damage, or violations of state, local or federal statutes, rules, regulations or ordinances, arising out of or resulting from the Project, including any actual or alleged acts or omissions by Project Sponsor.

14. Any revision to this Agreement shall be made by written amendment signed by both parties to this Agreement. This Agreement, including exhibits attached hereto in the Appendices and incorporated herein by reference, represents the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior communications, agreements, and understandings relating thereto, whether oral or written. This Agreement supersedes all previous verbal and written agreements and contracts between the County and the Project Sponsor pertaining to this LCAHP-assisted housing Project. The parties hereby acknowledge and represent, by affixing their signatures hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as a result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

15. If a provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement, or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

16. Relocation and Acquisition: The County and Project Sponsor are responsible for compliance with the uniform relocation requirements in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. 4601) ("URA"), and 49 CFR Part 24. The Project Sponsor will ensure that all reasonable steps are taken to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations) as a result of a Project assisted with LCAHP funds. Costs associated with relocation are not eligible for reimbursement under this Agreement without express prior written approval from the County. Should any condominium or townhome ownership association or local municipality require the conversion of the rental unit to a homebuyer housing unit, the Project Sponsor is responsible for the relocation of the tenant per the URA requirements as outlined herein.

17. TERMINATION

The Lake County Board may terminate this Agreement in whole or in part for cause. Community Development staff will initiate termination by issuing a Notice of Failure, identifying the cause for termination and giving the Project Sponsor thirty (30) days to cure the failure in accordance with the provisions in the Agreement. If the failure is not cured within thirty (30) days, the County Board will terminate this Agreement.

a. Cause for termination shall include but not be limited to the following:

i. failure, for any reason, of the Project Sponsor to fulfill in a timely and proper manner its obligations, representations and reporting requirements under this Agreement, including compliance with the approved LCAHP, Project, and Agreement conditions;

ii. submission by the Project Sponsor to the County of reports that are materially incorrect or incomplete or not submitted in the proper format or timeframe;

iii. improper use of funds provided under this Agreement;

iv. failure of the Project Sponsor to supply the County with quarterly reports and the data necessary to the continuing planning process of the County;

v. violation of the Conflict of Interest requirements identified in Section 10 of this Agreement; or

vi. failure to comply with the approved Project schedule.

b. All LCAHP funds are subject to repayment in the event the Project is terminated pursuant to one of the reasons listed above.

c. The Project Sponsor may propose to terminate this Agreement in whole or in part, for good cause only by giving at least thirty (30) days written notice specifically stating the cause for such requested termination. Any such request for termination shall be subject to the written approval of the County, and will be acted upon by the Community Development Division staff within ten (10) days of receipt of the notice of request to terminate. **The County shall have sole discretion whether to approve or disapprove any such requested termination. The decision of the County shall be final and conclusive.**

d. If this Agreement is terminated or cancelled for any reason prior to the completion of an Activity, all LCAHP funds spent on the Activity may be repaid by the Project Sponsor to the County, at the discretion of the County. In cases of repayment, all funds must be remitted by the Project Sponsor to the County within thirty (30) days of termination.

e. In the event the Project Sponsor does not expend the amount allocated under this Agreement or the Project is canceled, expired, assigned or terminated for any reason, any funds not claimed by the Project Sponsor and approved by the County for allowable costs by the end of the term or by the date of cancellation, expiration, assignment, or termination of this Agreement, as the case may be, shall no longer be payable to the Project Sponsor under this Agreement. Said funds will be reprogrammed at the discretion of the County and will not be automatically redistributed to other Projects managed by the same Project Sponsor.

18. Project Sponsor shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR Part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR Part 170.

19. <u>NON-DISPARAGEMENT</u>

a. Project Sponsor agrees that it shall take no action which is intended, or would reasonably be expected, to either defame or disparage the County or any of the County’s employees.

b. For purposes of this provision:

   i. “Disparage” shall mean the making of any false statement, written or oral, about the County’s ability to perform its duties under the LCAHP, this Agreement, or any responsibilities related thereto.

   ii. “Defame” shall mean the making of any slanderous or libelous statement that damages the reputation of the County or its employees.

c. The County will report all incidences of disparagement or defamation to the Housing and Community Development Commission and the County Board as part of the Grant Performance Update.

d. Project Sponsor and the County hereby agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in either party refusing to enter into the Agreement.

e. This non-disparagement provision shall remain enforceable throughout the term of this Agreement and for a period of twelve (12) months after the conclusion of the Period of Affordability.

f. Nothing herein shall prevent Project Sponsor from making any truthful statement in connection with any legal proceeding or investigation by the County, HUD, or any other governmental authority.

IN WITNESS WHEREOF, the County and the Project Sponsor have executed this Agreement including all Appendices on the dates recited below.

Lake County

Dominic Strezo
Community Development Administrator
Lake County

12/4/2025

Date

Project Sponsor

Robert Anthony

Rob Anthony
President
Community Partners for Affordable Housing

12-3-25

Date

COMMUNITY PARTNERS for AFFORDABLE HOUSING

Main Office
800 S. Milwaukee Ave., Suite 201 Libertyville, IL 60048

Community Partners for Affordable Housing
Resident Selection Criteria

Non-Discrimination Policy
Community Partners for Affordable Housing (CPAH) is an Equal Housing Opportunity provider and conducts business in accordance with the U.S. Fair Housing Act, the Illinois Human Rights Act and City of Highland Park and other local anti-discrimination laws and policies. The fair housing logo will be used on all promotional material.

Threshold Eligibility Criteria Income
Maximum household income must not exceed 120% of the Chicago area median income (AMI), adjusted for household size, as published from time to time by the Department of Housing and Urban Development. In the case where funding sources require lower household income, those regulations will prevail. In most cases, funding sources require the total household income to be less than of 80% of the Chicago AMI, adjusted for household size.

Housing and Debt Ratios
Housing to Income Ratios (defined as monthly housing payment for principal, interest, taxes and insurance divided by monthly household income) may not exceed 35% of gross household income. Debt to Income Ratios (defined as total monthly household debt payments divided by monthly household income) may not exceed 43% of gross household income. Combined Loan To Value Ratios (defined as the total of loan amounts divided by the re-sale restricted value of the home) may not exceed 100%.

Assets
Non retirement-restricted assets for the household may not exceed 100% of the Chicago AMI for the household size, measured after house closing. The Board will publish an approved list of inclusions and exclusions (see list in packet) for purposes of calculating the value of assets subject to this requirement. In addition to the foregoing, the head of household or spouse/domestic partner may not own other residential property at the time of purchase. Retirement assets are not subject to an asset limit.

Down Payment
Homebuyers are required to contribute a minimum of 1% of the net purchase price or $1,000, whichever is greater, of their own funds as earnest money that will be applied to the purchase of the home.

Gifts
Gifts to help purchase the home may not exceed $10,000.

Reserves.
Homebuyers must have at least one month of principal, interest, taxes, insurance and condo/homeowner association fees in reserve prior to closing.

www.cpahousing.org
phone 847.263.7478
fax 847.796.8060

Homebuyer Education

Homebuyers must complete the CPAH Information Session and a HUD certified homebuyer education class either at CPAH or another HUD certified program. County Affordable Housing Corporation's pre-purchase counseling program or other pre-purchase counseling certified by the U.S. Department of Housing and Urban Development. First-time homebuyers are defined as individuals who have not owned a home during the prior three-year period, a single parent who has only owned with a former spouse while married, an individual who is a displaced homemaker and has only owned with a spouse, an individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations, and an individual who has only owned a property that was not in compliance with State, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

Mortgage Qualified

Applicants must be mortgage qualified by a participating mortgage lender. A pre-approval letter must be submitted.

Residency Requirement

Applicants must be legal residents of the United States.

Secondary Selection Criteria

For the purpose of ordering the waiting list in instances where there are two or more households who are determined through the application process to be conditionally eligible and qualify for the same dwelling unit under the occupancy guidelines below, priority will be given to households who meet the following criteria:

Local Priority

Households who have lived for the past 12 consecutive months in the community where the home is located or the head of household or spouse/domestic partner works in the community where the home is located will receive a local priority. An individual will be considered to work in the community if he/she is currently employed or has a bona fide offer to work in the community. For purposes of this policy, a person must work in community at least 20 hours per week to be considered to work in the community. For purposes of this policy, an applicant will be considered a resident of the community if they rented in the community within five years of submitting their application and were involuntarily displaced as a result of fire, disaster, government action, or action by a private owner that the tenant could not control or prevent. For purposes of this policy, a person shall qualify as the head of household's "Domestic Partner" if: (i) neither the head of household nor such person is married; (ii) each of the head of household and such person is at least eighteen (18) years old and competent to consent and enter into legally binding contracts; (iii) the head of household and such person are not related to each other by blood closer than would bar marriage in the State of Illinois; (iv) the head of household and such person is each other's sole Domestic Partner; (v) the head of household and such person are mutually responsible for each other's common welfare; and (vi) such person satisfies at least one of the following criteria: (a) such person is the primary beneficiary under the head of household's will; (b) the head of household and such person have joint ownership of a motor vehicle; (c) the head of household and such person have a bona-fide joint credit account; (d) the head of household and such person have a bona-fide joint checking or savings account; (e) such person is designated as the primary beneficiary of the head of household's life insurance or retirement benefits; or (f) such person holds a power of attorney for healthcare decisions for the head of household.

Low-Income
Households with incomes that do not exceed 80% of the Chicago AMI will receive a low-income priority. In the case where funding source mandate maximum incomes lower than 80% of the Chicago AMI, those regulations will prevail.

Affordable Housing Inventory
With the approval of the Board of Directors, and when permitted by funding sources, households who have sold or entered into a contract to sell their dwellings to CPAH, thereby contributing to CPAH's affordable housing inventory, will receive an affordable housing inventory priority.

Occupancy Guidelines.
To ensure that units are not underutilized, household size will be matched to the following unit sizes whenever possible:

Unit Size	Minimum Household Size
1	BR 1
2	BR 2
3	BR 3
4	BR 5

The maximum occupancy in homes purchased or rented under the program will be based on the regulations established by the unit of local government where the home is located.

SALES AGREEMENT

SELLER:	CPAH CLT LLC, an Illinois limited liability company
ADDRESS:	800 S. Milwaukee, Suite 201, Libertyville, IL 60048
BUYER:	**Rocio Gutierrez Ornelas and Salvador Paneda Jeronimo**
ADDRESS:	**856 Deerfield Road Unit B** **Highland Park, IL 60035**
PHONE:	**224-423-7371**

PROPERTY SOLD: 661 Homewood Avenue, Highland Park, IL 60035

THE BUILDING AND APPURTENANT IMPROVEMENTS ONLY (the "**Unit**"), as presently erected on the premises situated in the County of Cook, State of Illinois described in **Exhibit A**

AGREEMENTS:

Buyer agrees to purchase and Seller agrees to sell the Unit in accordance with the following terms and conditions:

1. **Purchase Price.** Buyer agrees to pay Seller for the Unit the purchase price set forth below (the "Purchase Price"), which Purchase Price is subject to adjustments as expressly provided in this Agreement, as follows:

GROSS PURCHASE PRICE: $450,000 (TO BE ADJUSTED PER LENDER APPRAISAL)
SUBSIDY (defined below): $230,000 (TO BE ADJUSTED PER LENDER APPRAISAL)

NET PURCHASE PRICE: $220,000

(a)	Earnest money due upon signing of the Sales Agreement.	$2200
(b)	Subsidy (defined below).	$230,000
(c)	The balance of the Gross Purchase Price, plus or minus prorations and minus Subsidy, shall be paid on the Closing Date (as defined in Section 2 below) by Cashier's or Certified Check.	$217,800

2. **Closing Date.** Buyer shall acquire, and Seller shall sell and convey, the Unit to Buyer (the "**Closing**") on December 2, 2025 or such other date as mutually agreed upon by the parties, or on the date to which such date is extended by reason of Section 6 below (the "**Closing Date**"). The Closing shall take place, unless subsequently agreed otherwise, at the Northbrook office of Stewart Title Insurance Company (the "**Title Insurer**"). Buyer shall complete the closing documents and mortgage papers in preparation for the Closing as and when requested to do so by Seller and Buyer's mortgage lender, if any.

3. **Proration of Real Estate Taxes and Payment of Closing Costs.**

(a) Buyer (or Buyer's mortgage lender ("**Lender**")) shall receive the bill for, and pay, any outstanding 2025 general real estate taxes (payable in 2026) that have not been paid by CPAH before closing. In consideration thereof, Buyer will receive a credit at Closing in the amount of the "**Buyer Tax Credit**", which amount is defined and explained in **Exhibit B** attached hereto. Such proration is final. Further, Buyer (or Lender) will receive the bill for, and pay, general real estate taxes assessed against the Unit and the Land for subsequent years so long as Buyer holds a fee interest in the Unit and a leasehold interest in the Land. Seller hereby agrees to promptly deliver to Buyer any bill for 2025 taxes (payable in 2026) and for taxes for subsequent years applicable to the Unit and/or Land and received by Seller. It shall be Buyer's responsibility to notify Lender of this Agreement and to make proper arrangements for the escrow and payment of said general real estate taxes.

(b) Seller shall pay the amount of real estate transfer tax imposed by state law and county ordinance, if any, and seller shall pay the amount of any real estate transfer tax imposed by Highland Park local ordinance. Both parties agree to execute any declarations or any forms required in connection with the payment of any such taxes. Seller shall pay the title charges customarily charged to Seller by the Title Insurer and Buyer shall pay any such charges customarily charged to Buyer for, but not limited to, recording Buyer's deed and any mortgage and the charge for continuation title search to cover recordation, as well as any charges attributable to any mortgage of Buyer.

(c) **Bill of Sale.** All personal property defined and listed on a bill of sale in the form of **Exhibit C** attached hereto (the "**Personal Property**" and the "**Bill of Sale**") shall be conveyed by Seller to Buyer.

4. **Special Affordable Housing Provisions.**

(a) Buyer acknowledges that the intention of the parties is to have the Unit sold and purchased and at all times owned and occupied as "affordable housing."

(b) Seller agrees to provide Buyer with a subsidy in the amount of $**230,000** (the "**Subsidy**" to be adjusted per lender's appraisal) to be applied solely towards the Gross Purchase Price of the Unit, as set forth in Section 1 of this Agreement. The Subsidy shall be provided by Seller to Buyer at Closing in the form of a credit against the Gross Purchase Price equal to the Subsidy.

(c) Seller shall convey title to the Unit to Buyer, and Buyer shall accept title to the Unit subject to and at Closing execute, the CPAH CLT LLC Ground Lease in the form of **Exhibit D** attached hereto (the "**Ground Lease**"). At or before Closing: (i) Buyer shall execute and deliver to Seller the Letter of Stipulation of Owner (as defined in the Ground Lease), (ii) Buyer shall cause its legal counsel to execute and deliver to Seller the Acknowledgment of Legal Counsel (as defined in the Ground Lease), and (iii) Buyer shall deliver to Seller copies of the insurance policies required to be carried by Buyer.

(d) Seller shall provide and Buyer agrees to execute and record a ten dollar subordinate mortgage and note in the form of **Exhibit E** attached hereto.

5. **Title Commitment.** Seller shall deliver or cause to be delivered to Buyer or Buyer's agent at least seven (7) days prior to the Closing Date, at Seller's cost and expense, a title commitment for an Owners' ALTA Form B title insurance policy with extended coverage over general exceptions 1 through 5 of Schedule B of said policy, issued by the Title Insurer in the amount of the Purchase Price, covering Buyer's fee interest in the Unit and Buyer's leasehold interest in the Land, on or after the date hereof, showing title in Seller subject only to the "**Permitted Exceptions**" set forth at Exhibit B to the Special Warranty Deed (as defined below). The aforesaid title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

If the title commitment discloses exceptions other than the Permitted Exceptions (the "**Unpermitted Exceptions**"), Seller shall have ten (10) days from the date of delivery thereof to have the Unpermitted Exceptions removed from the commitment or to have the Title Insurer commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and, in such event, the time of closing shall be a date within (20) days following delivery of the commitment as mutually agreed in writing by the parties. If Seller fails to have Unpermitted Exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such Unpermitted Exceptions within the specified time, Buyer may, upon written notice thereof given to Seller within ten (10) days of the expiration of said ten (10) day period, elect either to terminate this Agreement or to take such title as Seller is able to deliver. If Buyer fails to give any notice within said ten (10) day period or elects to terminate this Agreement, this Agreement shall become null and void without further action of the parties, all earnest money shall be returned to Buyer and thereupon, neither party shall have any further rights or obligations under this Agreement.

6. **Conveyance of Title.** At Closing, Seller shall convey title to the Unit to Buyer, or cause title to the Unit to be conveyed to Buyer, by a Special Warranty Deed attached hereto as **Exhibit F**.

If the parties who are named as Buyer are husband and wife, title to the Unit shall be conveyed to said persons as tenants by the entirety, unless Buyer shall otherwise direct seller in writing, within the Attorney Review Period, as defined below. If Buyer intends to hold title to the Unit in an Illinois Land Trust or other title holding entity, then Buyer shall so notify Seller in writing within the Attorney Review Period, as defined below.

7. **Survey.** Concurrently with the execution of Agreement, Seller has furnished Buyer with a survey of the Land attached hereto as **Exhibit G** (the "Original Survey") **dated May 4, 2025** the event Buyer has objections to matters disclosed on the Survey, Buyer's attorney shall identify those objections in writing during the Attorney Review Period, as defined below.

8. **Assignment.** Buyer shall not assign or transfer this Agreement or any of Buyer's rights or interests hereunder and any such attempted or purported assignment shall be automatically null and void.

9. **Agency.** Each party designated as "Buyer" on the front of this Agreement does hereby irrevocably authorize the other for, and in his/her name, or as his/her agent, in dealing with Seller to do, execute and/or perform any act, deed, matter or thing whatsoever with reference hereto, with reference to the Unit, and does hereby ratify and confirm all that such agent may do by virtue hereby.

10. **Unit Broker.** Buyer represents and warrants to Seller that Buyer has had no dealings with respect to the purchase and sale of the Unit with any broker or Unit dealer and that the purchase and sale of the Unit was negotiated and made directly between the parties hereto.

11. **Defaults and Termination.** If Buyer should fail or refuse to perform any obligation of Buyer under the terms of this Agreement and such failure continues for ten (10) days after Buyer delivers to Seller written notice of such failure, then at the option of Seller, this Agreement shall be terminated and all sums theretofore paid by Buyer shall be forfeited and paid to Seller as liquidated damages and not as penalty as Seller's sole and exclusive remedy at law or in equity.

If Seller fails to perform any of Seller's obligations under this Agreement and such failure continues for ten (10) days after Buyer delivers to Seller written notice of such failure, Buyer's only remedy shall be to terminate this Agreement by written notice delivered to Seller. Upon such termination, all payments made by Buyer to Seller under this Agreement shall be returned to Buyer and thereupon this Agreement shall be and become null and void and of no further force or effect and neither party shall have any further rights or obligations hereunder.

12. **R.E.S.P.A** Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Property Settlement Procedures Act of 1974, and as thereafter amended. In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.

Notices. All notices, demand or communications required or desired to be given pursuant to the terms of this Agreement shall be in writing and served personally, by recognized courier service or sent certified or registered mail, postage prepaid, return receipt requested, at the address of the parties indicated on the first page of this Agreement, with a copy also being sent to Seller's Attorneys: **Eric Feldman, 53 W Jackson Blvd, Suite 1622 Chicago IL 60604, 312-344-3529**; and to **Buyer's Attorneys: Yolanda Torrez, 225 N. West St., Waukegan, IL 60085; 847-244-2929.**

13. Notices shall be effective as of the date of delivery if by fax or email, or by receipt (or refusal of receipt) or two (2) days after deposit in the U.S. mail.

14. **Possession and Entry.** Buyer shall be entitled to occupancy and possession of the Unit from and after the Closing provided Seller has received at Closing payment in full of the Purchase Price and the other amounts required to be paid by Buyer at Closing. Prior to Closing, all construction equipment, tools, excess materials and rubbish will be removed from the Unit and the Land and disposed of and at said Closing, Seller will deliver possession of the Unit in broom clean condition. If Buyer, or its employees, agents or contractors, shall enter the Unit prior to Closing, which Buyer acknowledges it shall not do without Seller's prior consent, such entry shall be at Buyer's sole risk and Buyer hereby releases Seller and agrees to indemnify and hold Seller

harmless from and against any and all loss, damage, claim, expense, cost, fine, penalty and liability (including, without limitation, attorney's fees and court costs) arising out of, relating to or resulting from: (a) injury or damage to Buyer's person or property or to the person or property of any agent or employee of Buyer, of any persons accompanying Buyer or any other party and (b) the entry into the Unit by Buyer or its employees, agents or contractors. Any delay in the completion of the Unit which arises due to such entry of Buyer or its employees, agents or contractors shall not be the responsibility of Seller.

15. **Miscellaneous.**

(a) This Agreement, together with all exhibits, riders and other attachments hereto and all applications and other documents submitted to Seller by Buyer in connection herewith, constitutes the entire understanding and agreement between the parties hereto. No representations, warranties, undertaking or promises, whether written or oral, expressed or implied, have been made by either Seller or Buyer, or their respective agent, unless expressly stated herein or unless mutually agreed upon in writing by the parties.

(b) All amendments, supplements, or riders hereto, if any shall be in writing and executed by both parties.

(c) Time is of the essence of this Agreement.

(d) The headings and captions contained herein are inserted for convenient reference only and shall not be deemed to construe or limit the Section to which they apply.

(e) Exhibits, riders and supplements attached hereto are by this reference incorporated herein.

(f) Buyer shall not record this Agreement nor any memorandum of this Agreement, any such recording being deemed to be a default by Buyer hereunder.

(g) This Agreement is not assignable by either part without prior written consent of the other.

(h) The invalidity, illegality, or unenforceability of any agreement, condition, reservation, or other provision of this Agreement, in its entirety or as applied to particular circumstances, shall not impair or affect in any manner the validity, legality, enforceability or effect of the remainder of this Agreement.

16. Intentionally omitted.

17. **Buyer's Status.** Buyer represents and warrants to Seller that there is nothing in Buyer's status which could or might preclude or prevent Buyer from consummating this transaction as herein set forth that all documents executed and delivered by Buyer to Seller to confirm Buyer's qualifications as a party entitled to purchase the Unit are true, complete and accurate in all respects as of the date of this Agreement and as of the Closing Date.

18. **Attorney Review.** The attorney for the Buyer may approve or disapprove of this Agreement, including all Exhibits hereto, within seven (7) business days after the date of Seller's acceptance of this Agreement (the "**Attorney Review Period**"). Any notice of disapproval shall be in writing in accordance with Section 14 above. If within the Attorney Review Period the Buyer's attorney serves such notice to Seller, this Agreement shall be null and void and the earnest money refunded to Buyer. If such notice is not served within the Attorney Review Period, this provision shall be deemed waived by the Buyer and this Agreement shall remain in full force and effect.

19. **Home Inspection.** Buyer may secure at Buyer's expense a home, radon, lead-based paint and/or lead-based paint hazards, and/or wood insect infestation inspections of the property by one or more professional inspection services within seven (7) business days after the date of Seller's acceptance of this Agreement (the "**Home Inspection Period**"). Buyer shall serve written notice upon Seller of any defects (i.e., items that do not conform to the requirements of this contract) within three (3) business days following such inspection. If a written agreement cannot be reached by Buyer and Seller prior to closing with respect to resolution of inspection issues, then either Buyer or Seller may terminate this Agreement by written notice to the other party, and this Agreement shall be null and void and the earnest money refunded to Buyer.

20. **Earnest Money.** The earnest money shall be held by Eric Feldman & Associates, P.C. in a non-interest-bearing account for the mutual benefit of the parties.

21. **Mortgage Contingency.** This Agreement is contingent upon Buyer's ability to secure within thirty (30) days after the date hereof, an unconditional written mortgage loan commitment (except for matters of title or survey or other matters totally within buyer's control) with a fixed interest rate not to exceed four percent (7.5%) per annum, amortized over not less than thirty (30) years, (the "Commitment"). In the event Buyer is unable to procure the Commitment and Buyer notifies Seller thereof as provided in this Agreement, this Agreement shall be null and void, the earnest money shall be promptly returned to Buyer and Seller shall have no right to obtain financing for Buyer.

IN WITNESS WHEREOF, the parties hereby have executed this Sales Agreement on 10 / 31 / 2025, 2025.

BUYER(S):

Rocio Gutierrez

Rocio Gutierrez Ornelas

Salvador Paneda

Salvador Paneda Jeronimo

By: CPAH CLT LLC, an Illinois limited liability company

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

By: Robert Anthony

Its: President

Exhibit A

Legal Description of Property

LOT 9 (EXCEPT THE WEST 50 FEET THEREOF) IN BLOCK 12 IN EXMOOR ADDITION TO HIGHLAND PARK, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PIN: 16-23-113-012

Commonly Known As: 661 Homewood Avenue, Highland Park, IL 60035

THE HIGHLAND PARK HOUSING COMMISSION

RESOLUTION NO. 08-2025

A RESOLUTION AUTHORIZING THE FIRST 2025 SCATTERED SITE AFFORDABLE HOUSING DISBURSEMENT FROM THE HOUSING TRUST FUND OF A PAYMENT TO COMMUNITY PARTNERS FOR AFFORDABLE HOUSING EXPENSES

WHEREAS, the Highland Park Housing Commission (***"Commission"***) is an independent municipal corporation created pursuant to Section 33.1101 of "The Highland Park Code of 1968," as amended (***"City Code"***); and

WHEREAS, pursuant to Section 33.1133 of "The Highland Park Code of 1968," as amended (***"City Code"***), the Commission is solely responsible for the City of Highland Park Affordable Housing Trust Fund (***"Housing Trust Fund"***); and

WHEREAS, the purposes of the Housing Trust Fund include: (i) to provide financial resources to address the affordable housing needs of individuals and families of low- and moderate- income households who live or work in the City by promoting, preserving, and producing long-term affordable housing and related services; and (ii) to provide support for not-for-profit organizations that actively address the affordable housing needs of low- and moderate-income households; and

WHEREAS, on February 5, 2025, the Commission considered and approved an agreement with Community Partners for Affordable Housing (***"CPAH"***) for the provision of a grant by the Commission to CPAH, in the amount of $293,550 to be used by CPAH for the acquisition of at least three properties in the City to be prepared and used as affordable housing (***"Scattered Site Agreement"***); and

WHEREAS, Section 33.1133(C)(l) of the City Code requires that disbursements from the Housing Trust Fund shall not be made except by the City Finance Director upon the written direction of the Commission by resolution duly adopted; and

WHEREAS, the Commission has determined that it will serve and be in the best interest of the Commission, the City, and its residents to authorize the City Finance Director to encumber funds from the Housing Trust Fund in an amount not to exceed $293,550 for the payment to CPAH of the aforementioned grant, in accordance with the terms and conditions of this Resolution and the Scattered Site Agreement; and

WHEREAS, the 2025 Scattered Site Grant Agreement was approved for three drawdown requests and this is the **first drawdown request.**

NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLAND PARK HOUSING COMMISSION, as follows:

SECTION ONE: **RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Highland Park Housing Commission.

SECTION TWO: DISBURSEMENT. The Commission hereby authorizes the City Finance Director to disburse up to **$97,850.00** to CPAH to reimburse CPAH for the purchase by CPAH of the real property located at **661 Homewood Avenue**, Highland Park, Illinois, in accordance with the Scattered Site Agreement. This is Disbursement **#1**.

SECTION THREE: AUTHORIZATION. The Chairman of the Commission and the City Finance Director are hereby authorized and directed to execute such documentation as may be necessary to effectuate the disbursement authorized in Section Two of this Resolution.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the Housing Commission.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

____

Vice Chair Sherri Farris, Acting Chair

ATTEST

____

Zubin Coleman, Staff Liaison

GRANT AGREEMENT

Between

COMMUNITY PARTNERS FOR AFFORDABLE HOUSING

and

CITY OF HIGHLAND PARK HOUSING COMMISSION

This **GRANT AGREEMENT** (the **"Agreement"**) is entered into as of February 5, 2025, between **COMMUNITY PARTNERS FOR AFFORDABLE HOUSING**, a 501(c)(3) nonprofit corporation, with offices at 800 Milwaukee Avenue, #201, Libertyville, IL 60048, and the **CITY OF HIGHLAND PARK HOUSING COMMISSION**, an Illinois municipal corporation, with offices at 1150 Half Day Road, Highland Park, IL 60035.

SECTION 1. RECITALS.

A. The Housing Commission was created by the City of Highland Park, Illinois (**"City"**) for purposes of promoting the development and preservation of decent, affordable housing in the City.

B. The Housing Commission administers the Highland Park Affordable Housing Trust Fund (**"Fund"**), which Fund was established pursuant to ordinance of the City in May 2002.

C. On February 5, 2025, the Housing Commission considered and approved a motion to approve a grant in the amount of $293,550 for the purchase of three residential units to be maintained permanently as affordable housing units (**"Grant"**), subject to, among other things, the Housing Commission and Grantee entering into this Agreement and certain other documents and agreements evidencing, securing and/or pertaining to the Grant (collectively, the **"Grant Documents"**).

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties agree as follows:

SECTION 2. DEFINITIONS. Whenever used in this Agreement, the following terms have the following meanings, unless a different meaning is required by the context:

"Completion Date": For each Property that is sold by Grantee to third-party purchasers, the date which is eighteen months after the date on which Grantee conveys to a third-party purchaser its ownership interest in that Property.

"Effective Date": The date set forth in the first paragraph of Page 1 of this Agreement.

"Grant": The funds that the Housing Commission has agreed to provide to Grantee pursuant to the terms of this Agreement.

"Grantee": Community Partners for Affordable Housing, a 501(c)(3) nonprofit corporation.

"Housing Commission": The City of Highland Park Housing Commission, an Illinois municipal corporation, and its authorized designees.

"Parties": The Housing Commission and the Grantee, collectively.

"Schedule of Construction": The schedule for commencement and completion of construction of the Project, as set forth in **Exhibit C** which is attached to and incorporated herein by reference.

SECTION 3. PURPOSE AND SCOPE.

Grantee intends to enter into contracts for the purchase of single-family, condominium, or townhome dwellings located at one or more scattered sites in the City, together with all improvements and fixtures thereon and all personal property located on or used in connection therewith (collectively, the **"Properties"**). Grantee proposes to acquire, and make available for purchase or rental by low-income and moderate-income households, the Properties, in accordance with this Agreement, and as more specifically described in the project summary set forth in **Exhibit A** attached hereto and incorporated herein by reference (**"Project Summary"**). The development and sale activity, and all related undertakings by Grantee, is/are referred to in this Agreement as the **"Project"**.

SECTION 4. PERFORMANCE OF PROJECT.

A. Project Schedule. Grantee shall undertake the Project pursuant to the Project Summary and the Schedule of Construction, and shall notify and consult with the Housing Commission whenever any event prevents the timely completion of the Project.

B. Project Construction. Grantee shall construct the Project, or use reasonable efforts to ensure that the Project is constructed, in the manner contemplated by the Project Summary. Neither the Project Summary nor the Schedule of Construction shall be modified or amended except upon the prior written approval of the Housing Commission.

C. Leases. Properties for which Grantee will retain ownership, for lease to third-party tenants, must be made available for lease not later than the date that is six months after the date of completion by Grantee of necessary rehabilitation of each respective Property. All leased Properties must be maintained at all times in a good and habitable condition and in accordance with all applicable property maintenance laws and regulations.

SECTION 5. GRANT DISBURSEMENTS.

A. Draw Requests. Subject to the terms and conditions of this Agreement and the other Grant Documents, the Housing Commission shall provide the Grant to the Grantee pursuant to written draw requests submitted by Grantee to the Housing Commission (**"Draw Request"**); provided, however, that the Housing Commission shall have no obligation to disburse any portion of the Grant to the Grantee except upon delivery by the Grantee to the Housing Commission of the following documents and information, in form and substance satisfactory to the Housing Commission and its counsel in their sole discretion:

1. Evidence Regarding the Acquisition of the Properties. CPAH shall provide the Housing Commission with evidence of the seller, location, and anticipated purchase price of the specific Property or Properties to which the particular Draw Request pertains.

2. Compliance with Housing Commission's Requirements. A certification from Grantee that Grantee, to its best knowledge, has complied with the Housing Commission's requirements set forth in Grantee's Grant Application, as approved by the Housing Commission.

3. Evidence Regarding Funding for Project. Evidence (a) of all of Grantee's funding commitments, and (b) that Grantee's sources and applications of funds for the Project, including all equity, debt and grant funds, have not materially changed in any way that would adversely affect Grantee's ability to perform under this Agreement.

4. Marketing Plan and Resident Selection Plan. A marketing plan and resident selection plan for the Properties.

5. Pricing of Units. Documentation on the pricing of the Properties, as stated in the Project Summary.

6. Compliance with Uniform Relocation Act. Evidence of its compliance with the relocation noticing provisions and a copy of its relocation plan, to the extent applicable, as required by the Uniform Relocation Act, 42 U.S.C. 61 *et seq.*

7. Additional Documents. Such other documents as the Housing Commission, its designees, or its counsel may reasonably request as a condition precedent to disbursement of any portion of the Grant.

B. Deadline for Submittal of Draw Requests. Grantee shall submit all Draw Requests within 24 months after the Effective Date of this Agreement; provided, however, that Grantee may request an extension of such date, which request shall be reviewed by and shall be subject to approval by the Housing Commission, in its sole discretion. The Parties acknowledge and agree that the granting of any such extension shall not require an amendment to this Agreement. Grantee acknowledges and agrees that it will have no right or claim to any portion of the Grant for which a Draw Request is not timely submitted in accordance with the requirements of this Section 5.B.

SECTION 6. LEASES AND TRANSFERS OF PROPERTY.

To protect and maintain the goals of Grantee and the Housing Commission, at no time shall title to any portion of any Property be leased, transferred, or encumbered except in compliance with the requirements set forth in this Section 6. For purposes hereof, "transfer or encumbrance" includes (a) any sale, lease, sublease, conveyance, assignment, pledge, or mortgage of any portion of, or interest in, any Property, and (b) any transfer, encumbrance, or pledge of any ownership or controlling interest in (i) Grantee; (ii) any other entity that owns or occupies any of the Properties or any part thereof; or (iii) any constituent (e.g. shareholders, partners, or members) of Grantee or any such owning or occupying entity.

A. Execution and Recordation of Restrictive Covenant. Not later than three business days after acquiring a Property, and prior to leasing, transferring, or encumbering any Property, Grantee must execute and record a restrictive covenant against the Property to preserve the affordability of the Property (***"Restrictive Covenant"***), in the general form of **Exhibit B** attached hereto and incorporated herein by reference. In connection therewith:

1. The Restrictive Covenant must contain, without limitation, the following provisions:

a. The seller of the Property must provide written notice to the Housing Commission of any transfer of ownership of any portion of the Property, which notice must include the full contact information of the new owner(s) of the Property;

b. The Property must be maintained, operated, marketed, and used as affordable housing in strict compliance with the then-applicable marketing plan, resident selection plan, and pricing documentation submitted by Grantee pursuant to Sections 5.A.4 and 5.A.5 of this Agreement, except as may be approved by the Housing Commission, by resolution duly adopted, in its sole and absolute discretion;

c. The Housing Commission may enforce the Restrictive Covenant, which enforcement may include specific performance, the filing and foreclosure of liens, and reimbursement of the Grant; and

d. In the event of a change in law that affects the existence or organization of the Housing Commission, the City of Highland Park may exercise all rights granted to the Housing Commission pursuant to the Restrictive Covenant.

2. In the event that Grantee has granted any mortgage or other security interest in any Property prior to recordation of the Restrictive Covenant, the mortgagee or holder of the security interest must either: (a) release its mortgage or security interest prior to recordation of the Restrictive Covenant; or (b) agree in writing to subordinate its interest in the Property to the Housing Commission.

B. Marketing, Resident Selection, and Unit Pricing. All Properties for which a Draw Request has been submitted by the Grantee and approved by the Housing Commission must be maintained, operated, marketed, and used in strict compliance with the then-applicable marketing plan, resident selection plan, and pricing documentation submitted by Grantee pursuant to Sections 5.A.4 and 5.A.5 of this Agreement, except as may be approved by the Housing Commission, by resolution duly adopted, in its sole and absolute discretion.

C. Transfers and Encumbrances. No portion of any portion of any Property be leased, transferred, or encumbered without the prior written consent of the Housing Commission in each instance, unless such transfer or conveyance complies in all respects with the terms and conditions of this Agreement and of the Restrictive Covenant; provided, however, that Grantee may transfer all or any portion of a Property to a wholly-owned subsidiary, parent corporation, or affiliate of Grantee upon notice to, but without the need for written consent of, the Housing Commission.

SECTION 7. REPORTING AND NOTICES.

So long as this Agreement is in effect, Grantee shall:

A. Progress Reports. Deliver to the Housing Commission, on a quarterly basis or on such other timeline as requested by the Housing Commission, progress reports in form and substance acceptable to the Housing Commission, setting forth such information as the Housing Commission shall require, including but not limited to pricing of the Properties, income qualifications of initial purchasers of the Properties, stages of completion of construction, schedule updates, reports on the use of funds, evidence of Grantee's financial status, and performance relative to the Agreement in a form to be provided by the Housing Commission. To further permit the verification of such status, Grantee will permit any person designated by the Housing Commission to visit and inspect the Project, and to review the books and financial records of Grantee, and Grantee will discuss its affairs, finances and accounts with the Housing Commission at such reasonable times and as often as may be requested by the Housing Commission.

B. Quarterly Reports to Housing Commission. CPAH shall provide the above quarterly reports on the following schedule:

May 1, 2025, August 1, 2025 November 1, 2025, January 1, 2026.

C. Notice to Be Provided to Housing Commission. Promptly give written notice to the Housing Commission as soon as reasonably possible of:

1. Any condition, event or act which constitutes an Event of Default (as defined in Section 12 of this Agreement) or which, with the giving of notice or lapse of time, or both, could constitute an Event of Default under this Agreement;

2. Any pending material litigation or any government order specifically and materially affecting Grantee or the Project;

3. Any change of name, address, identity, or ownership of Grantee;

4. Any other event or fact which may reasonably be deemed by the Housing Commission to adversely affect the financial or operating conditions of either Grantee or the Project; and

5. Any other event or fact for which notice is required by this Agreement or other applicable law or regulation.

SECTION 8. RECORDKEEPING, MONITORING, EVALUATION AND AUDIT.

A. Retention of Records. Keep such beneficiary and other demographic records and financial information as the Housing Commission may require. Such records will include information pertaining to (1) authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income as applicable, and (2) Project performance and efforts to comply with the provisions of the Agreement. All such records, and all other records pertinent to the Grant and work undertaken as part of this Agreement, shall be retained by Grantee for the duration of the

Agreement. Grantee shall furnish the Housing Commission with any periodic reports it may request pertaining to the activities undertaken under this Agreement, and certify the accuracy of the information contained in the periodic reports, including any close-out reports, the costs and obligations incurred in connection with the Project and any other matters covered by this Agreement. Grantee shall furnish the Housing Commission operating statements, if any, and other such financial and Project information which it shall require. Failure to submit requested reports or records within a reasonable time after request may result in termination of this Agreement. If any claim, litigation, or audit is started before expiration of this Agreement, the records shall be retained by Grantee until all litigation, claims, or audit findings involving the records or the Agreement have been fully resolved or terminated.

B. **Access to Property.** During the Project, Grantee shall grant representatives and designees of the Housing Commission access to the Properties on a monthly basis, or such other time as reasonably requested by the Housing Commission, for the purpose of inspecting Grantee's progress in completing the Project and for review of Grantee's and the Project's books and records, all at Grantee's cost and expense.

SECTION 9. OTHER TERMS AND CONDITIONS.

A. **Recognition of Housing Commission's Contribution.** Give recognition to the Housing Commission for its contribution to the Project in any advertisements (printed or radio and television) that promote the Project, and in any literature, programs, leaflets, flyers and other materials that promote the Project.

B. **Compliance with Fair Housing Amendments Act.** At all times (i) manage the Project in compliance with the Fair Housing Amendments Act of 1988 and any similar State of Illinois fair housing laws, and (ii) affirmatively market the Project to all eligible beneficiaries in a non-discriminatory manner.

C. **Compliance with Laws.** Take all actions necessary to preserve its right to continue business and operate within the limits set forth in its governing corporate or partnership documents, and under the applicable laws, regulations and ordinances of the United States of America, and any state or political subdivision thereof.

SECTION 10. NEGATIVE COVENANTS.

So long as this Agreement remains in effect, Grantee shall not, without the prior written consent of the Housing Commission:

A. **No Violation of Laws.** Permit any violation or notice of violation of any law, ordinance or regulation of any governmental authority, during or after construction of the Project, including all environmental laws, ordinances or regulations.

B. **No Change in Nature of Business.** Substantially change the nature of Grantee's business from that currently being conducted; or change the nature or scope of the Project.

C. **No Religious Service Requirements.** Require persons to participate in any religious service as a condition of receiving shelter or any other housing related assistance.

D. **No Conflict of Interest.** The Grantee will ensure that it has adequate procedures in place to enable early identification and effective management of any conflicts of interest which it or its Staff may have in relation to this Agreement. Upon identification by Grantee of a conflict of interest, it will notify the Housing Commission of the conflict and of its proposed plan for management of the conflict.

SECTION 11. TERMINATION OF CERTAIN OF GRANTEE'S OBLIGATIONS.

As of the respective Completion Date for each Property sold by Grantee to a third-party purchaser, Grantee's obligation to deliver progress reports to the Housing Commission as set forth in Section 7.A of this Agreement for such Property shall be on an annual basis (rather than a quarterly basis), or on such other timeline as the Housing Commission may request.

SECTION 12. EVENTS OF DEFAULT AND ENFORCEMENT.

A. **Event of Default.** If Grantee defaults in the performance or observance of any covenant, agreement or obligation under this Agreement, the Restrictive Covenant, or any other Grant Document, or if the Housing Commission at any time reasonably believes after appropriate inquiry that completion of the Project is impaired, or has reason to believe after appropriate inquiry that the Project will not be approved by the appropriate governmental and regulatory authorities, and if such default or non-performance remains uncured for a period of 60 days after written notice specifying such default and the actions required to correct the same shall have been given by the Housing Commission to Grantee or other such person, then such uncured breach or default shall constitute an **"Event of Default"** hereunder.

B. **Any Action at Law or In Equity.** Upon the occurrence of an Event of Default under this Agreement, the Housing Commission may take whatever action at law or in equity as it deems most effectual to enforce the obligations of Grantee under this Agreement and to abate, prevent or enjoin any violation or attempted violation of the provisions of this Agreement as a result of such Event of Default or violation or attempted violation of the provisions of this Agreement; provided, however, that under no circumstances shall the Housing Commission have the right to recover monetary damages against any of Grantee's officers, directors, or shareholders in their personal capacities. Nothing in this Section 12.B shall be deemed or interpreted as prohibiting the Housing Commission from recovering monetary damages from Grantee or from any third-party purchaser of any portion of any of the Properties.

C. **Specific Performance and Appointment of Receiver.** In addition to any and all other available remedies, Grantee hereby consents and agrees that any one or more of the following remedies shall be available upon the occurrence of an Event of Default hereunder:

1. Specific Performance. Grantee hereby acknowledges and agrees that specific performance of the covenants and requirements of this Agreement shall be necessary to achieve the intent hereof; that no appropriate remedy at law would be available upon an Event of Default hereunder, or if available, any such remedy would be inadequate to implement the public purposes hereof; and that the Housing Commission would be irreparably injured by Grantee's failure specifically to perform the covenants and requirements hereof; and, therefore, that the Housing Commission shall

have the right to seek specific performance of any of the covenants and requirements of this Agreement or an order enjoining any violation of this Agreement, including voiding any rental or leasing arrangement, any contract for sale, or any sale or other transfer or conveyance of any of the Properties in violation of the terms of this Agreement.

2. Appointment of Receiver. Grantee hereby agrees that the appointment of a receiver for the Project may be necessary to prevent waste to the Properties following an Event of Default under this Agreement and, therefore, that the Housing Commission may require the appointment of a receiver for the Project to ensure the prompt and faithful performance of the terms and conditions of this Agreement.

D. Reimbursement; Damages. In addition to any and all applicable remedies, the Housing Commission, in accordance with the ordinance establishing the Fund, may require that Grantee, in the Housing Commission's sole discretion, to:

1. Reimburse the Housing Commission up to 100 percent of the Grant, plus interest thereon at the highest rate allowed by law, allocated by the Housing Commission to the Property and/or the applicable parcel or part thereof; or

2. In the case of Grantee's conveyance or other transfer of a Property in violation of the terms of the Restrictive Covenant, pay damages for the cost of creating or obtaining other comparable dwelling units to replace the Property in the event such Property can no longer be affordable housing for a Qualified Purchaser (as defined in the Restrictive Covenant).

E. Cumulative Remedies. Subject to the limitations hereinabove set forth, no remedy conferred upon or reserved to the Housing Commission by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or any related documents, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this Agreement shall impair any such right or power or shall be construed to be a waiver thereof.

SECTION 13. LIMITATION.

Notwithstanding anything to the contrary in this Agreement, in the Restrictive Covenant, or in the other Grant Documents, the Housing Commission shall not be required hereunder to disburse or obligate any funds to Grantee other than funds made available to the Housing Commission by the City.

SECTION 14. REPRESENTATIONS AND WARRANTIES.

In order to induce the Housing Commission to enter into this Agreement and to make the Grant, Grantee makes the following representations and warranties to the Housing Commission, effective as of the Effective Date of this Agreement, which representations and warranties shall survive the execution and delivery of the Agreement to the Housing Commission:

A. **Organization and Standing of Grantee.** Grantee is a 501(c)(3) nonprofit corporation duly organized and validly existing under the laws of the State of Illinois; it has the power to own its own properties and to carry on its business as now being conducted.

B. **Ability to Perform.** There is no action or proceeding pending or threatened against Grantee in any court or before any governmental authority, arbitration board, or tribunal which, individually or in the aggregate, could materially adversely affect its financial condition, properties or operations, or its ability to perform under this Agreement.

C. **Tax Returns and Payments.** Grantee has filed all federal, state and local income tax returns required to be filed, and has paid all taxes shown to be due on said returns, and has made provision for all liabilities not so paid or accrued under returns not yet due. In addition, to the extent required, Grantee has complied with and has paid all premiums or other charges due under applicable workers' compensation and unemployment compensation laws.

D. **Execution and Performance of Agreement Authorized, Valid and Binding.** The execution and delivery of the Agreement, the applicable Restrictive Covenant, and all other Grant Documents have been or will be fully authorized by Grantee. This Agreement, the applicable Restrictive Covenant, and the other Grant Documents constitute legal, valid and binding obligations of Grantee enforceable in accordance with their respective terms.

E. **Conflicts with Other Instruments.** Grantee is not a party to any contract or agreement or subject to any restrictions, which materially and adversely affect its business, its properties or assets, or its financial condition. The execution and delivery of this Agreement, the Restrictive Covenants, and the other Grant Documents, and Grantee's performance thereunder, will not be in conflict with the terms of any other contract or agreement to which Grantee is a party or by which Grantee or the Project is bound and will not result in a breach of the terms of or constitute a default under Grantee's corporate documents.

F. **Financial Statements.** Grantee has delivered to the Housing Commission complete and correct financial statements which present fairly and completely the financial condition of Grantee for the periods covered therein, in accordance with generally accepted accounting principles consistently applied. No material adverse change has occurred in the financial condition of Grantee as reflected in such statements.

G. **Project Complies with Laws.** To Grantee's best knowledge, the Project will comply in all respects with zoning, building and other applicable federal, state, and local ordinances, laws, rules, and regulations affecting the Project. Compliance with the American Disabilities Act of 1990, 28 C.F.R. Part 35, will be required, if applicable. Grantee has complied, and will continue to comply, with all restrictions and requirements of any other funding sources for the Project.

H. **No Governmental Approval Required.** The execution and delivery of this Agreement, the Restrictive Covenants, and the other Grant Documents, and Grantee's performance thereunder, do not require any further approval of any government, or any governmental or quasi-governmental agency, or any filing therewith or notice thereto, and any approvals which are required have been obtained (except for required City approvals which Grantee shall obtain prior to commencement of construction of the Project). At the time of each Draw Request, Grantee shall reaffirm this representation and warranty and shall further represent and warrant that all required City approvals have been obtained.

I. **No Misleading Statements.** No information, exhibit or report furnished by Grantee to the Housing Commission in connection with this Agreement, the applicable Restrictive Covenant, and the other Grant Documents contains any misstatement of fact or omits to state any fact necessary to make the statements contained therein not materially misleading. Grantee has provided all information requested by the Housing Commission, and such information is complete and accurate in all material respects. There is no fact known to Grantee which could materially adversely affect or which might in the future, in Grantee's reasonable judgment, materially adversely affect the assets, properties or financial condition of Grantee.

J. **No Third-Party Rights.** Nothing expressed or implied in this Agreement shall be construed to confer upon or to give any person or entity, other than the Parties, any rights or remedies against the Housing Commission.

SECTION 15. INDEMNIFICATION.

Grantee shall and hereby agrees to indemnify, defend and hold harmless the Housing Commission and the City, and all officers, directors, commissioners, employees, agents, contractors, consultants, legal counsel and accountants thereof, from and against any and all loss, cost, damage, expense, claim, liability, or fee, including reasonable attorneys' fees (***"Claims"***), arising out of or asserted as a result of: (i) Grantee's breach of the terms of this Agreement; (ii) its use of the Grant funds in violation of the terms of this Agreement; or (iii) Housing Commission efforts to enforce this Agreement following an Event of Default on the part of Grantee hereunder, whether the same shall be enforced by suit or otherwise or incurred by the Housing Commission as a result of such Event of Default. This indemnification obligation shall survive any termination of this Agreement and shall survive any close-out of the Grant or similar event or circumstance.

SECTION 16. MISCELLANEOUS PROVISIONS.

A. **Amendment, Modification and Waiver.** No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by both Parties. No waiver of any condition precedent to the funding of the Grant shall constitute a waiver of any of the other conditions of the Housing Commission's obligation to make the Grant. Failure of the Housing Commission to exercise its rights hereunder on any one occasion shall not be construed as a waiver of any requirement of this Agreement or a waiver of the Housing Commission's right to take advantage of any subsequent or continued breach by Grantee of any covenant contained herein. No delay or omission on the part of the Housing Commission, or any subsequent holder of the rights under this Agreement, to exercise any right or power arising from any Event of Default shall impair any such right or power or be considered to be a waiver of any such default or any acquiescence therein.

B. **Successors and Assigns.** All covenants and agreements in this Agreement contained by or on behalf of any of the Parties shall bind and inure to the benefit of their respective successors and assigns; provided, however, the Agreement and any rights hereunder may not be assigned by Grantee, by operation of law or otherwise, and any purported assignment thereof by Grantee shall be null and void, unless either: (1) the assignment is made in compliance with the

F. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement duly to be executed, effective as of the day and year first above written.

Grantee:

COMMUNITY PARTNERS FOR AFFORDABLE HOUSING

By: ______________________

Print: Robert Anthony

Title: President

Housing Commission:

CITY OF HIGHLAND PARK HOUSING COMMISSION

By: ______________________

Print: Isis Fernandez Sykes

Title: Chairwoman

requirements of this Agreement; or (2) Grantee shall have first obtained the written consent of the Housing Commission thereto.

C. **Notices.** All notices required or permitted to be given under this Agreement shall be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

If to the Housing Commission:	City of Highland Park Housing Commission Attn: Community Development Director 1150 Half Day Road Highland Park, IL 60035
with a copy to:	Elrod Friedman LLP Attn: Hart Passman 325 N. LaSalle St., Ste. 450 Chicago, IL 60654
If to Grantee:	Community Partners for Affordable Housing Attn: President 800 Milwaukee Avenue, #201 Libertyville, IL 60048

The Housing Commission and Grantee may, by notice, designate any further or different addresses to which subsequent notices, certificates or other communications must be sent.

D. **Public Statements.** Grantee will not issue any news releases or other public statements regarding the Housing Commission's role in the Project except upon prior approval from the Chairman of the Housing Commission. In any approved news releases or other public statements regarding the Project, Grantee must clarify that does not represent or speak for the Housing Commission.

E. **Construction; Governing Law; Severability.** This Agreement shall be construed in accordance with the laws of the State of Illinois. The foregoing sentence shall not limit the applicability of Federal law to this Agreement. If any provision of this Agreement or the application thereof to any person or circumstances is held to be invalid or unenforceable by any decision of any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable. If any provision of this Agreement is held to constitute a violation of the rule against perpetuities, that provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Joseph R. Biden, President of the United States, plus 21 years thereafter.

The following Exhibits are attached:

- Exhibit A: Application Summary
- Exhibit B: Template Restrictive Covenant

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THE HIGHLAND PARK HOUSING COMMISSION

RESOLUTION NO. 01-2025

A RESOLUTION APPROVING A SCATTERED SITE GRANT AGREEMENT WITH COMMUNITY PARTNERS FOR AFFORDABLE HOUSING

WHEREAS, the Highland Park Housing Commission (***"Commission"***) is an independent municipal corporation created pursuant to Section 33.1101 of "The Highland Park Code of 1968," as amended (***"City Code"***); and

WHEREAS, pursuant to Section 33.1133 of "The Highland Park Code of 1968," as amended (***"City Code"***), the Commission is solely responsible for the City of Highland Park Affordable Housing Trust Fund (***"Housing Trust Fund"***); and

WHEREAS, the purposes of the Housing Trust Fund include: (i) to provide financial resources to address the affordable housing needs of individuals and families of low- and moderate- income households who live or work in the City by promoting, preserving, and producing long-term affordable housing and related services; and (ii) to provide support for not-for-profit organizations that actively address the affordable housing needs of low- and moderate-income households; and

WHEREAS, the Commission desires to enter into an agreement with Community Partners for Affordable Housing (***"CPAH"***) for the provision of a grant by the Commission from the Housing Trust Fund to CPAH, in the amount of $293,550, to be used by CPAH for the acquisition of at least three properties for an amount of up to $97,850 for each property; and used as affordable housing (***"Scattered Site Agreement"***); and

WHEREAS, Section 33.1133(C)(l) of the City Code requires that disbursements from the Housing Trust Fund shall not be made except by the City Finance Director upon the written direction of the Housing Commission, by resolution duly adopted; and

WHEREAS, the Commission has determined that it will serve and be in the best interest of the Commission, the City, and its residents to enter into the Scattered Site Agreement with CPAH, authorize the Finance Director to disburse up to the total grant award of $293,550, but only upon one or more Disbursement Resolutions duly adopted by the Housing Commission and for the monetary amount specified in the Disbursement Resolutions, and in accordance with the terms and conditions of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLAND PARK **HOUSING COMMISSION**, as follows:

<u>SECTION ONE</u>: <u>RECITALS</u>. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Highland Park Housing Commission.

<u>SECTION TWO</u>: <u>APPROVAL OF AGREMEENT</u>. The Commission hereby approves the Scattered Site Agreement by and between the Commission and CPAH, in

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substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Chairman and Corporation Counsel of the Commission.

SECTION THREE: EXECUTION OF AGREEMENT. The Chairman of the Commission is hereby authorized and directed to execute and attest, on behalf of the Commission, the Scattered Site Agreement and all necessary documentation related thereto.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the Housing Commission.

AYES: Beasley, Bernstein, Fernandez-Sykes, Gonzalez, Rosen & Shapiro-Kepin

NAYS: None

ABSTAINED: None

RECUSED: None

PASSED: 6-0

APPROVED: Feb. 5th, 2025

Isis Fernandez-Sykes

Isis Fernandez-Sykes, Chairwoman

ATTEST

Rati Akash

Rati Akash, Staff Liaison

{00116372.1}

COMMUNITY PARTNERS for AFFORDABLE HOUSING

800 S. Milwaukee Ave., Suite 201
Libertyville, IL 60048

December 14, 2025

Highland Park Housing Commission
Attn: Zubin Coleman
1150 Half Day Road
Highland Park, IL 60035

Dear Zubin,

This letter serves as a draw request for $97,850 for the acquisition of 1342 Ferndale, Highland Park which was added to the City's Community Land Trust inventory, per our scattered site grant agreement dated February 5, 2025. Per the grant agreement draw requirements, please find the following:

1. *<u>Evidence Regarding the Acquisition of the Properties.</u> CPAH shall provide the Housing Commission with evidence of the seller, location, and anticipated purchase price of the specific property to which the particular draw request pertains.*

   Please see attached buyer's sales contract (attachment 1).

2. *<u>Compliance with Housing Commission's Requirements.</u> A certification from grantee that grantee, to its best knowledge, has complied with the Housing Commission's requirements set forth in grantee's grant application, as approved by the Housing Commission.*

   Please accept this certification that CPAH has, to the best of our knowledge, complied with the Housing Commission's requirements set forth in our grant application, as approved by the Housing Commission.

3. *<u>Evidence Regarding Funding for the Project</u>. Evidence (a) of all of grantee's funding commitments, and (b) that grantee's sources and applications of funds for the project, including all equity, debt, and grant funds, have not materially changed in any way that would adversely affect grantee's ability to perform under this agreement.*

   Please see attached funding agreement from Lake County (attachment 2).

www.cpahousing.org
phone 847.263.7478
fax 847.796.8060

4. *Marketing Plan and Resident Selection Plan.* *A marketing plan and resident selection plan for the properties.*

   Please see attached plan (attachment 3).

5. *Pricing of Units.* *Documentation on the pricing of the properties, as stated in the project summary.*

   The home will be sold for $222,000 (sales contract with buyer to be provided)

6. *Compliance with Uniform Relocation Act.* *Evidence of its compliance with the relocation noticing provisions and a copy of its relocation plan, to the extent applicable, as required by the Uniform Relocation Act, 42 U.S.C 61 et seq.*
   Please see rider to buyer's sales contract (attachment 1)

7. *Additional Documents.* *Such other documents as the Housing Commission, its designees, or its counsel may reasonably request as a condition precedent to disbursement of any portion of the Grant.*
   NA.

Please don't hesitate to contact me at 847-263-7478 ext 22 or ranthony@cpahousing.org with any questions.

Sincerely,

Robert Anthony

Rob Anthony
President

MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0

1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties."
Buyer Name(s) *[PLEASE PRINT]* CPAH CLT LLC
Seller Name(s) *[PLEASE PRINT]* Affordable Housing Corporation of Lake County
If Dual Agency applies, check here ☐ and complete Optional Paragraph 29.

2. THE REAL ESTATE: Real Estate is defined as the property, all improvements, the fixtures and Personal Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with approximate lot size or acreage of < .25 acre commonly known as:

Address	Unit # (If applicable)	City	State	Zip	County
1342 Ferndale Ave		Highland Park	IL	60035	Lake

Permanent Index Number(s): 16271140180000 ☐ Single Family Attached ☒ Single Family Detached ☐ Multi-Unit
If Designated Parking is Included: # of space(s) ________; identified as space(s) # ________; location ____________
[CHECK TYPE] ☐ deeded space, PIN: ________________________ ☐ limited common element ☐ assigned space.
If Designated Storage is Included: # of space(s) ________; identified as space(s) # ________; location ____________
[CHECK TYPE] ☐ deeded space, PIN: ________________________ ☐ limited common element ☐ assigned space.

3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE: All of the fixtures and included Personal Property are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems together with the following items at no added value by Bill of Sale at Closing *[CHECK OR ENUMERATE APPLICABLE ITEMS]*:

☒ Refrigerator	☐ Wine/Beverage Refrigerator	☒ Light Fixtures, as they exist	☐ Fireplace Gas Log(s)
☒ Oven/Range/Stove	☒ Sump Pump(s)	☒ Built-in or attached shelving	☒ Smoke Detectors
☒ Microwave	☐ Water Softener (unless rented)	☐ All Window Treatments & Hardware	☒ Carbon Monoxide Detectors
☒ Dishwasher	☒ Central Air Conditioning	☐ Satellite Dish	☐ Invisible Fence System, Collar & Box
☐ Garbage Disposal	☐ Central Humidifier	☐ Wall Mounted Brackets (AV/TV)	☒ Garage Door Opener(s) with all Transmitters
☐ Trash Compactor	☐ Central Vac & Equipment	☐ Security System(s) (unless rented)	
☒ Washer	☐ All Tacked Down Carpeting	☐ Intercom System	☐ Outdoor Shed
☒ Dryer	☒ Existing Storms & Screens	☐ Electronic or Media Air Filter(s)	☐ Outdoor Playset(s)
☐ Attached Gas Grill	☐ Window Air Conditioner(s)	☐ Backup Generator System	☒ Planted Vegetation
☒ Water Heater	☐ Ceiling Fan(s)	☐ Fireplace Screens/Doors/Grates	☐ Hardscape

Other Items Included at No Added Value: ______________________________
Items Not Included: ______________________________
Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in operating condition at Possession except: ______________________________.
A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.
If Home Warranty applies, check here ☐ and complete Optional Paragraph 32.

4. PURCHASE PRICE AND PAYMENT: The Purchase Price is $ 465,000. After the payment of Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in "Good Funds" as defined by law.

a) **CREDIT AT CLOSING:** *[IF APPLICABLE]* Provided Buyer's lender permits such credit to show on the final settlement statement or lender's closing disclosure, **and if not, such lesser amount as the lender permits**, Seller agrees to credit $ ______________ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

b) **EARNEST MONEY:** Earnest Money of $ 0 shall be tendered to Escrowee on or before ____ Business Days after Date of Acceptance. Additional Earnest Money, if any, of $ ______________ shall be tendered By 20 ________________. Earnest Money shall be held in trust for the mutual benefit of the Parties by

Buyer Initial RA *Buyer Initial* ________ *Seller Initial* BD,P *Seller Initial* ________

[CHECK ONE]: ❑ Seller's Brokerage; ❑ Buyer's Brokerage; ❑ As otherwise agreed by the Parties, as "Escrowee." **In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.**

c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

5. CLOSING: Closing shall be on January 30, 20 26 or at such time as mutually agreed by the Parties in writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

6. POSSESSION: Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

7. FINANCING: *[INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]*

________ ________ a) **LOAN CONTINGENCY:** Not later than **forty-five (45) days after Date of Acceptance or five (5) Business Days prior to the date of Closing**, whichever is earlier, ("Loan Contingency Date") Buyer shall provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan as follows: *[CHECK ONE]* ❑ fixed; ❑ adjustable; *[CHECK ONE]* ❑ conventional; ❑ FHA; ❑ VA; ❑ USDA; ❑ other ______________________ loan for ____ % of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed _____ % per annum, amortized over not less than ____ years. Buyer shall pay discount points not to exceed ____ % of the loan amount. Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.

If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide such written evidence not later than the date specified herein or by any extension date agreed to by the Parties, Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain in full force and effect.

Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days thereafter or any extension thereof agreed to by the Parties in writing.

A Party causing delay in the loan approval process shall not have the right to terminate under this subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.

Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is conditioned on the sale and/or closing of Buyer's existing real estate.

If Buyer is seeking FHA, VA, or USDA financing, **required amendments and disclosures shall be attached to this Contract.** If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

________________ b) **CASH TRANSACTION WITH NO MORTGAGE:** *[ALL CASH]* If this selection is made, Buyer will pay at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.**

_______________ c) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent upon Buyer obtaining financing**. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.**

8. STATUTORY DISCLOSURES: If applicable, prior to signing this Contract, Buyer:
[CHECK ONE] ☒ has ☐ has not received a completed Illinois Residential Real Property Disclosure;
[CHECK ONE] ☒ has ☐ has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
[CHECK ONE] ☒ has ☐ has not received a Lead-Based Paint Disclosure;
[CHECK ONE] ☒ has ☐ has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
[CHECK ONE] ☒ has ☐ has not received the Disclosure of Information on Radon Hazards.

9. PRORATIONS: The requirements contained in this paragraph shall survive the Closing. Proratable items shall be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes, rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item.

a) The general real estate taxes shall be prorated to and including the date of Closing based on ______ % of the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing, except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental entity, before or after Closing, to preserve said exemption(s). **The proration shall not include exemptions to which the Seller is not lawfully entitled.**

b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s) fees are $ ________________ per ____________ (and, if applicable, Master/Umbrella Association fees are $ ________________ per ____________). Seller agrees to pay prior to or at Closing the remaining balance of any special assessments by the Association(s) confirmed prior to Date of Acceptance.

c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

10. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respective Parties, by Notice, may:

a) Approve this Contract; or

b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or

c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or

d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer. Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, **neither** Buyer nor Seller may declare this contract null and void, and this contract shall remain in full force and effect.

If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit unilateral reinstatement by withdrawal of any proposal(s).

11. WAIVER OF PROFESSIONAL INSPECTIONS: *[INITIAL IF APPLICABLE]* ____ ____ ____ ____ Buyer acknowledges the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.

12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: *[NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]* Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.

a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition, and therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall not be a basis for the Buyer to cancel this Contract. **A request by Buyer for credits or repairs in violation of the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return of Buyer's Earnest Money**. If radon mitigation is performed, Seller shall pay for any retest.

b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. **Buyer shall not send any portion of the inspection report with the Notice provided under this subparagraph unless such inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney.** If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.

c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not include any portion of the inspection reports unless requested by Seller.

d) **Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain in full force and effect.**

13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business Days after Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.**

14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.** Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

15. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS: ***[IF APPLICABLE]*** The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest Community Association Act or other applicable state association law ("Governing Law").

a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to Date of Acceptance.

c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.

d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or additional documentation, Buyer agrees to comply with same.

e) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the receipt of the documents and information required by this paragraph, listing those deficiencies which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.

f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

16. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:

a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement Procedures Act of 1974, as amended.

18. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing. The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

19. PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. **All such corners shall also be visibly staked or flagged**. The Plat of Survey shall include the following statement placed near the professional land surveyor's seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.

20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING: If prior to delivery of the deed the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified by this paragraph.

21. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in broom clean condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.

22. SELLER REPRESENTATIONS: Seller's representations contained in this paragraph shall survive the Closing. Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written notice from any association or governmental entity regarding:

a) zoning, building, fire or health code violations that have not been corrected;
b) any pending rezoning;
c) boundary line disputes;
d) any pending condemnation or Eminent Domain proceeding;
e) easements or claims of easements not shown on the public records;
f) any hazardous waste on the Real Estate;
g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

Seller further represents that:

[INITIALS] ____ ____ ____ ____ There ***[CHECK ONE]*** ❑ are ❑ are not improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment.

[INITIALS] __________________ There ***[CHECK ONE]*** ❑ are ❑ are not improvements to the Real Estate which are eligible for the home improvement tax exemption.

[INITIALS] __________________ There ***[CHECK ONE]*** ❑ is ❑ is not an unconfirmed pending special assessment affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

[INITIALS] __________________ The Real Estate ***[CHECK ONE]*** ❑ is ❑ is not located within a Special Assessment Area or Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of matters that require modification of the representations previously made in this Paragraph 22, Seller shall promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may terminate this Contract by Notice to Seller and this Contract shall be null and void.

23. REAL ESTATE TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed for the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

25. ELECTRONIC OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting same by electronic means. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating the digital signature and sending same by electronic mail.

26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if this Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of competent jurisdiction."

In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may elect to proceed as follows:

a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse in the absence of any written objection. If no written objection is received by the date indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.

b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred in filing the Interpleader action.

27. NOTICE: Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

a) By personal delivery; or

b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or

c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or

d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or

e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's Designated Agent in any of the manners provided above.

g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide such courtesy copies shall not render Notice invalid.

28. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.

[INITIALS] ....**29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to ______________________________ ***[LICENSEE]*** acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

__________________ **30. SALE OF BUYER'S REAL ESTATE:**

a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

____.

Address City State Zip

2) Buyer ***[CHECK ONE]*** ❑ has ❑ has not entered into a contract to sell Buyer's real estate.

If Buyer has entered into a contract to sell Buyer's real estate, that contract:

a) ***[CHECK ONE]*** ❑ is ❑ is not subject to a mortgage contingency.

b) ***[CHECK ONE]*** ❑ is ❑ is not subject to a real estate sale contingency.

c) ***[CHECK ONE]*** ❑ is ❑ is not subject to a real estate closing contingency.

3) Buyer ***[CHECK ONE]*** ❑ has ❑ has not publicly listed Buyer's real estate for sale with a licensed real estate broker and in a local multiple listing service.

4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer ***[CHECK ONE]***:

a) ❑ Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local multiple listing service within five (5) Business Days after Date of Acceptance.

[FOR INFORMATION ONLY] Broker: ____

Broker's Address: ____________________________________ Phone: ________________

b) ❑ Does not intend to list said real estate for sale.

b) **CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of ________________, 20 ____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. **If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect.** (If this paragraph is used, then the following paragraph **must** be completed.)

2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before ________________, 20 ____. **If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect.**

3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. **Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.**

c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have ____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).

2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
   a) By personal delivery effective at the time and date of personal delivery; or
   b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
   c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.

3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.

4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.

5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.

6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest money in the amount of $ ________________ in the form of a cashier's or certified check within the time specified. **If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed ineffective and this Contract shall be null and void.**

e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.

__________________ **31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before ________________, 20 ____. **In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser under the prior contract should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.**

__________________ **32. HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost of $ ________________. Evidence of a fully pre-paid policy shall be delivered at Closing.

__________________ **33. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a defect or deficiency and the cost of landscaping together exceed $3,000, and if the Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

__________________ **34. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12, within ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the report to proceed with the purchase or to declare this Contract null and void.

__________________ **35. POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the date that is ***[CHECK ONE]*** ❑ ____ days after the date of Closing or ❑ ________________, 20 ___ ("the Possession Date"). Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of $ ________________ (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

a) The sum of $ ________________ per day for use and occupancy from and including the day after Closing to and including the day of delivery of Possession if on or before the Possession Date;

b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

_________________ **36. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection. **In the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and this Contract shall remain in full force and effect.** Buyer acknowledges that the provisions of Paragraph 12 and the warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise of rights by Buyer in Paragraph 33, if applicable.

.... **37. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real Estate by ______________________________________ Buyer's Specified Party, within five (5) Business Days after Date of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

____ ____ ____ ____ **38. ATTACHMENTS:** The following attachments, if any, are hereby incorporated into this Contract ***[IDENTIFY BY TITLE]***: ____
____.

_________________ **39. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with such additional terms as either Party may deem necessary, providing for one or more of the following ***[CHECK APPLICABLE BOXES]***:

❑ Articles of Agreement for Deed or Purchase Money Mortgage	❑ Assumption of Seller's Mortgage	❑ Commercial/Investment
	❑ Cooperative Apartment	❑ New Construction
❑ Short Sale	❑ Tax-Deferred Exchange	❑ Vacant Land
❑ Multi-Unit (4 Units or fewer)	❑ Interest Bearing Account	❑ Lease Purchase

THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

12-12-25	12/12/25
Date of Offer	**DATE OF ACCEPTANCE**
Robert Anthony	Brad Dennison, President
Buyer Signature	Seller Signature
Buyer Signature	Seller Signature
CPAH CLT LLC	Affordable Housing Corporation of Lake County
Print Buyer(s) Name(s) ***[REQUIRED]***	Print Seller(s) Name(s) ***[REQUIRED]***
800 S Milwaukee Ave	800 S Milwaukee Ave
Address ***[REQUIRED]***	Address ***[REQUIRED]***
City, State, Zip ***[REQUIRED]***	City, State, Zip ***[REQUIRED]***
Libertyville, IL 60048 ranthony@cpahousing.org	Libertyville, IL 60048 bdennison@ahclc.org
Phone E-mail	Phone E-mail

FOR INFORMATION ONLY

Buyer's Brokerage MLS # State License #	Seller's Brokerage MLS # State License #
Address City Zip	Address City Zip
Buyer's Designated Agent MLS # State License #	Seller's Designated Agent MLS # State License #
Phone Fax	Phone Fax
E-mail	E-mail
Buyer's Attorney E-mail	Seller's Attorney E-mail
Address City State Zip	Address City State Zip
Phone Fax	Phone Fax
Mortgage Company Phone	Homeowner's/Condo Association (if any) Phone
Loan Officer Phone/Fax	Management Co./Other Contact Phone
Loan Officer E-mail	Management Co./Other Contact E-mail

Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.
Seller rejection: This offer was presented to Seller on ______________, 20 ____ at ___:___ a.m./p.m. and rejected on ______________, 20 ____ at ___:___ a.m./p.m. ________ ***[SELLER INITIALS]***

RIDER TO REAL ESTATE CONTRACT

This Rider **("Rider")** is made part of and incorporated into the Multi-Board Residential Real Estate Contract between the AFFORDABLE HOUSING CORPORATION OF LAKE COUNTY **("Seller")** and CPAH CLT, LLC, **("Buyer")** dated December 12, 2025 **("Contract")** for the purchase and sale of the real estate commonly known as: 1342 Ferndale Ave, Highland Park, IL 60035 **("Property")**.

Except as modified by this Rider, all of the terms and conditions contained in Contract remain in full force and effect. In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Contract, the terms and conditions of this Rider shall prevail. Capitalized terms used but not defined in this Rider shall have the meanings given to them in the Sales Agreement.

Buyer and Seller acknowledge and agree as follows:

1. Buyer would like to purchase the property located at 1342 Ferndale Ave, Highland Park, IL 60035 if a satisfactory agreement can be reached. Buyer is prepared to pay $465,000, the Purchase Price listed in the Contract, for the Property under the conditions described in Contract. The following information is disclosed to Seller by Buyer for notification purposes only because federal funds may be used in the purchase:

   a. The sale is voluntary. If Seller does not wish to sell, Buyer will not acquire the Property. Buyer does not have the power to acquire the Property by condemnation (i.e. eminent domain).

   b. Buyer estimates the current market value of the property to be approximately $465,000.

   Since the purchase would be a voluntary, arm's length transaction, you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Contract is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

2. Notwithstanding any other provision in Contract, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until Lake County has provided Buyer with a written determination, on the basis of a federally required environmental review and an approved request for release of federal funds, that purchase of the property by Buyer may proceed, subject to any other contingencies in Contract, or may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the Property. Lake County shall use its best efforts to conclude the environmental review of the property expeditiously. If Lake County has not approved such environmental review and authorized the Buyer to purchase the Property on or before January 31, 2026, then Seller may terminate the Contract by sending Buyer written notice.

3. In addition to Buyer's other rights herein, the Contract shall be subject to the following appraisal contingency. Buyer shall select an appraiser to perform one or more appraisals of the Real Estate. If any such appraisal is for less than the purchase price, Buyer shall have the right to request that Seller reduce the sales price of the Real Estate to a price not less than the appraised price. Seller shall accept or reject the revised price within three days from the date that the revised offer is delivered to Seller. If Seller does not accept the revised offer, Buyer shall have the right, but not the obligation, to terminate this Agreement without penalty upon notice to Seller, provided that such notice is given within three days of the Seller's rejection.

BUYER:

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

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

Robert Anthony
Robert Anthony, President

12-12-25
Date

SELLER:

Brad Dennison, President

Printed Name: Brad Dennison, President
The Affordable Housing Corporation of Lake County

12/12/25
Date:

Agreement: H2431

2024 HOME INVESTMENT PARTNERSHIPS AGREEMENT

THIS HOME INVESTMENT PARTNERSHIPS PROGRAM AGREEMENT ("Agreement"), made this 4th day of December, 2025, is between the LAKE COUNTY CONSORTIUM, Illinois, a consortium composed of the Cities of North Chicago, Illinois and Waukegan Illinois, and the lead entity Lake County, a body politic and corporate, having a principal place of business at 18 North County Street, Waukegan, IL 60085 ("Participating Jurisdiction" or "PJ") and **Community Partners for Affordable Housing**, an Illinois Nonprofit Corporation, Lake County designated Community Housing Development Organization ("CHDO"), and Project Developer having a principal place of business at 800 S. Milwaukee Ave., Suite 201, Libertyville, IL 60048 ("DEVELOPER"). This Agreement shall become effective upon the date it is executed by the Community Development Administrator and authorized representative of DEVELOPER, and no work shall commence prior to such execution.

WHEREAS, the Consortium has received an allocation under Title II of the Cranston-Gonzalez National Affordable Housing Act, also known as the HOME Investment Partnerships Act ("ACT"), from the United States Department of Housing and Urban Development, ("HUD") and governed by the federal regulations published at 24 CFR Part 92: HOME Investment Partnerships Program ("24 CFR Part 92," "HOME RULE"); and

WHEREAS, pursuant to the terms of the grant, PJ is required to undertake certain activities to provide and expand the supply of decent, safe, and sanitary affordable housing in its jurisdiction; and

WHEREAS, DEVELOPER submitted an application for consideration of a HOME-assisted housing project and the PJ conducted a competitive application and review process, thereafter the PJ awarded HOME funds to DEVELOPER for the Project; and

WHEREAS, pursuant to 24 CFR 92.300 not less than fifteen percent (15%) of the PJ's total HOME allocation is to be invested in housing to be developed, owned or sponsored by eligible CHDOs; and

WHEREAS, pursuant to 24 CFR 92.300, DEVELOPER has been certified as a CHDO for the HOME 2021 Program Year; and

WHEREAS, pursuant to 24 CFR 92.300, DEVELOPER is completing this Project as a certified CHDO in a Developer role and thus PJ desires to enter into an agreement and commit funding for this project from PJ's CHDO Reserve, and DEVELOPER will conduct the scope of work as per this Agreement and HOME Program CHDO requirements; and

WHEREAS, PJ and DEVELOPER enter into this Agreement pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, all recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this Agreement, PJ and DEVELOPER do mutually agree as follows:

1. SCOPE OF SERVICES AND USE OF HOME FUNDS

A. The express purpose of this Agreement is to provide DEVELOPER with a forgivable, deferred loan of HOME funds, which will be used by DEVELOPER to execute a homebuyer acquisition and sale Project consisting of two(2) housing units, utilizing the community land trust housing model, pursuant to 24 CFR Part 92. Specific Activities shall be located in Lake Forest and Highland Park, Illinois and conform to the requirements of the Neighborhood Standards and Market Need requirements as prescribed in this Agreement.

B. This Project shall receive a maximum of Sixty-Seven Thousand Six Hundred Forty-Eight and no/100 dollars ($67,648.00) to be paid in the manner set forth in this Agreement. DEVELOPER shall receive a maximum of Sixty-Seven Thousand Six Hundred Forty-Eight and no/100 dollars ($67,648.00), and PJ shall receive a maximum of Nine Hundred and no/100 dollars ($0) for Project environmental review and inspection costs.

C. DEVELOPER shall be responsible for the contribution of a minimum of Sixteen thousand nine hundred twelve and 00/100 Dollars ($16,912.00) (25% of total HOME Funds allocated) qualified matching funds to the Consortium HOME Program and shall provide evidence of said matching funds and source of funds to PJ in accordance with the HOME Program requirements at 24 CFR 92.220. Evidence of eligible match is to be provided in percentage increments relative to requests for disbursement of the total Project funds; excess match may be reported at the time of incurrence and applied to the match requirement. If DEVELOPER has provided previous HOME Program match funds under other Consortium agreements, the match required under this Agreement may be reduced, at the discretion of the PJ.

D. Prior to acquisition, DEVELOPER will provide PJ with applicable property information with respect to Paragraph 3.G and Paragraph 20.B so that PJ may fulfill the environmental review requirements of 24 CFR Part 58 and so as to not commit funding to a Project without obtaining proper clearance.

E. This Agreement serves as a reservation of funds agreement until such properties are determined and approved by PJ. **Within thirty (30) days** of identification of a property and approval of property from PJ, DEVELOPER will provide PJ with a detailed scope of work and associated budget to be incorporated into this Agreement as Exhibit B. PJ approval is pending individual site underwriting per HOME Rule requirements for applicable costs; DEVELOPER may be required to provide PJ with cost and additional Project documentation as applicable. Specifically, cost items per this Agreement include the costs of acquisition (including purchase price and all usual and customary closing costs), the costs of rehabilitation (including supplies, materials, labor including the hiring of contractors, subcontractors and trades necessary to complete the work), the usual and customary costs associated with carrying each unit until sold , and a developer fee up to ten (10%) percent of total development costs for each unit based on the individual unit or property budgets. The following payment schedule of the developer fee applies:

F.

Scope	Developer Fee Payout Percentage
Completion of Acquisition	Initial 25%
Completion of Construction	70%
Sale of unit	Final 5%

G. PJ may withhold a ten percent (10%) retainer from the total amount of HOME Funds allocated to **each Activity per the budget** under this Agreement until such time of Construction Completion. PJ may withhold a five percent (5%) retainer from the total amount of HOME Funds allocated to **each Activity per the budget** until the HOME units are sold to an eligible beneficiary and DEVELOPER has submitted the required completion reports, final request for disbursement, and required Project Documents. DEVELOPER will have exactly 275 days (nine months) from the date of Construction Completion to sell the HOME units to eligible homebuyers. **After 275 days, a Rental Conversion shall take place** for all HOME units not sold.

H. In the event of a Rental Conversion, DEVELOPER shall execute a separate agreement with PJ to govern any rental housing units derived as a result of HOME assistance under this Agreement, and execute a Land Use Restriction Agreement that incorporates the entire developer subsidy and applicable Period of Affordability. Such agreement shall be executed immediately upon expiration of the 275 days requirement.

2. <u>DEFINITIONS</u>

A. "Activity" or "Activities": The address-specific, eligible use of HOME Funds for which income-eligible beneficiaries have been or will be identified.

B. "Activity Completion": Occurs when a specific housing unit deemed an individual Activity is complete including construction and sale to an eligible homebuyer.

C. "Area Median Income": The median household income distribution range for a metropolitan area or a non-metropolitan county, adjusted for household size, which is calculated annually by HUD for use in determining eligibility for housing programs.

D. "Community Housing Development Organization (CHDO)": A private nonprofit organization that complies with the qualifications set-forth in 24 CFR 92.2, and develops, owns, or sponsors HOME-assisted housing and has been certified as such by PJ.

E. "Construction Completion" or "Completion of Construction": All necessary construction work has been completed and the housing unit has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the property is ready for occupancy.

F. "Contractor": An entity other than DEVELOPER (except as noted in the Labor Standards Provisions), that furnishes services or supplies to DEVELOPER (other than standard commercial supplies, office space or printing services).

G. "Developer Fee": A scheduled fee payable to DEVELOPER on a percentage basis relative to eligible Total Development Costs. Said fee and parameters is outlined in Paragraph 1 of this Agreement.

H. "HUD": The U.S. Department of Housing and Urban Development, its Secretary or a person authorized to act on his/her behalf.

I. "Household Income": The 24 CFR 5.609 definition of "Annual Income", as modified by the exclusions from income established at 24 CFR 5.611 and the requirements of 24 CFR Part 92.

J. "Lake County Housing and Community Development Commission (HCDC)": A local commission which serves as the review panel for all locally proposed programmatic and related policy changes as related to the HOME Program.

K. "Lake County Community Development": The Lake County staff responsible for the local administration and enforcement of the HOME Investment Partnerships Program and administrative staff of the PJ as provided by local and HUD regulations.

L. "Lake County Consortium" or "Consortium": The Participating Jurisdiction that receives HOME Investment Partnerships Program funds and is composed of the Cities of North Chicago and Waukegan and Lake County. Lake County is the lead entity in the Consortium, and the Lake County Board governs the Consortium through authorizing resolutions that are carried out by HCDC and Lake County Community Development per HCDC's By-Laws.

M. "Monitoring Agency": Lake County Community Development is the designated agency monitoring the HOME-assisted housing Project under this Agreement.

N. "Non-Expendable": Goods that are not ordinarily consumed in use and retain their original identity during the period of use.

O. "Participating Jurisdiction" or "PJ": The HUD term given to any State or local government that HUD has designated to administer a HOME Program. The Lake County Consortium is a Participating Jurisdiction. Definitions (L) and (O) may be used interchangeably.

P. "Program": The HOME Investment Partnerships (HOME) Program approved by HUD that governs this Agreement and may be amended from time to time.

Q. "Program Income": Gross income (repayment, interest, or other appropriate return on investment of HOME Funds) received by DEVELOPER directly generated from the use of HOME funds or Matching Contributions.

R. "Project": A site or sites together with any building (including manufactured housing unit) or buildings located on the site(s) that are under common ownership, management, and financing and are to be assisted with HOME funds as a single undertaking in compliance with the requirements of the HOME Program. The Project includes the Activities or group of Activities covered by this Agreement associated with the site(s) and building(s). Definitions (A) and (R) may be used interchangeably.

S. "Project Completion": All necessary title transfer requirements and construction work have been performed; the Project complies with all the requirements of this Agreement including the property standards; the final drawdown has been disbursed for the Project; DEVELOPER has submitted an acceptable Project Completion Report; and the Project completion information has been entered in the Integrated Disbursement and Information System established by HUD (IDIS).

T. "Rental Conversion": If in the event a housing unit created under this Agreement is not sold to an eligible homebuyer within nine-months of Construction Completion, the housing unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such rental units and as defined by 24 CFR 92.252.

U. "Single Family Housing": A one- to four-family residence, condominium unit, cooperative unit, combination of manufactured housing and lot, or manufactured housing lot.

3. <u>TERMS OF PROJECT</u>

A. Each housing unit shall be a separate Activity under this Agreement, and sold to an eligible homebuyer, as defined per income certification and underwriting requirements as prescribed by the Program and implementing regulations, earning no more than eighty percent (80%) of the Area Median Income (AMI). DEVELOPER is required to use the AMI determination as prescribed and updated by HUD as in effect at the time of the homebuyer certification (Exhibit E).

B. The housing units must be available for subsequent repurchase only to an eligible homebuyer whose family qualifies as a low-income family and will use the housing as their principal residence. If the Project property does not continue to be the principal residence for the duration of the Period of Affordability, as outlined below, PJ shall recoup a portion of the HOME funds expended on the Project equivalent to the amount as described in Paragraph 8.

C. The sales price of the Project property shall be determined by an appraisal. The sales proceeds shall be disposed of as outlined in Paragraph 17.

D. Prior to acquisition of the Project property, DEVELOPER must determine the Current Market Value of the property. This may be done either by compiling a list of comparable properties from the Multiple Listing Service (MLS) or ordering an appraisal of the property. An appraisal must be completed within sixty (60) days of the offer made for the property. An initial offer can be made subject to the completion of an Appraisal within sixty (60) days of a final offer and/or closing. If sixty (60) days lapse after the initial Appraisal and Project property has not yet been acquired, DEVELOPER shall request an update to the Appraisal.

E. DEVELOPER is required to provide PJ with Project Documentation (Exhibit A) as required to meet the assessment requirements for market analysis and underwriting for each housing Activity. This includes, but is not limited to,:

1) evidence of local market conditions (listings of comparable sales and construction);

2) any potential homebuyer identification listings;

3) sales marketing plan;

4) development schedule;

5) evidence of Project financing, budget (to contain line-item sources and uses, itemized anticipated costs and fees, a homebuyer proforma that includes the construction period reflected in the development schedule, cash flow, and buyer estimated mortgages), project bid documentation and specification (including initial cost estimates and final costs as per cost reasonableness expectations);

6) purchase and sale appraisals;

7) sales listings; and

8) homebuyer required documentation.

F. Prior to execution of any direct subsidy to homebuyers in the form of homebuyer down payment assistance, closing costs, or sales price reduction, DEVELOPER shall complete an underwriting process and homebuyer eligibility process including income certification, ratio and cash evaluations, and mortgage requirements as per PJ's homebuyer underwriting policies.

G. This Project Agreement is programmatic in nature, the initial development Project is approved. Subsequent development actions undertaken as part of this Agreement, deemed Activities, are subject to individual analysis and review as outlined herein.

1) DEVELOPER shall not incur any costs, nor will any HOME funds be advanced, until PJ has completed an environmental review of the proposed Activity site as required per 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify, or cancel the Project, and such notice will be provided to DEVELOPER.

2) Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by PJ of an Authority to Use Grant Funds from HUD, or the State of Illinois, under 24 CFR Part 58.

3) Prior to incurrence of costs and request for disbursement, DEVELOPER must receive a Notice to Proceed from PJ to commence work after having completed required Project

Documentation submission requirements as related to evaluation of market and underwriting conditions for each Activity.

4) Should DEVELOPER need to enter into any agreement for the acquisition of a property that has not yet been determined as approved, DEVELOPER shall abide by the following:

   a) DEVELOPER must submit the property address to the PJ for approval as related to this criteria and the required 24 CFR Part 58 Environmental Review as outlined herein, and receive written approval from PJ prior to any acquisition or binding commitment of funds to a specific property.

   b) DEVELOPER will provide, and the seller of the unit must sign, an Acquisition Addendum to the sales contract which states:

      i. Any offer made on a unit prior to completion of a 24 CFR Part 58 Environmental Review is conditioned upon PJ completing its review and authorizing the purchase, and that therefore the purchase utilizing funds under this Agreement may not be available. Specifically, the addendum shall state that the purchaser (DEVELOPER) shall have no obligation to purchase the property and no transfer of title to the purchaser may occur unless PJ has completed the federally required environmental review and authorized purchase of the property; DEVELOPER must consult with PJ prior to entering into a conditional contract for any multi-family property.

      ii. DEVELOPER does not have and/or will not use the power of eminent domain to acquire the unit;

      iii. If the owner of record and DEVELOPER cannot reach an agreement on the acquisition of the unit, the acquisition will not take place;

      iv. DEVELOPER's finding of the Current Market Value of the unit; and

      v. The occupancy status (tenant, owner, or vacant) of any unit to be acquired.

   c) DEVELOPER shall ensure that any earnest money deposit ("Deposit") using HUD funds is a reasonable amount and DEVELOPER must ensure that the Deposit is: (a) refundable if the conditions in this paragraph are not met OR (b) nominal, herein defined as $1,000 or less for a Single-family property (1-4 units) or 3% or less of purchase price for a multi-family property (more than 4 units).

H. The Project property must meet the Property Standards stated in 24 CFR 92.251, which includes standards for state and local codes, ordinances, and zoning requirements; HUD requirements for new construction and rehabilitation; accessibility; disaster mitigation; and lead based paint. Work required to address Lead-Based Paint Hazards as identified by a certified Lead Assessor will be subject to review and approval by the PJ. All work will be conducted in a manner compliant with the HUD required lead assessment and abatement standards, further addressed in Paragraph 20.B.12 and Exhibit L, incorporated herein by reference. DEVELOPER must maintain compliance with the Lake County Construction and Rehabilitation Standards, 24 CFR 92.251 and 92.355, and all local and state building codes, at the time of occupancy and for the duration of the Period of Affordability. DEVELOPER must comply with PJ's inspections requirements: initial inspection, progress inspection(s), and a final inspection. The inspections will be completed by a PJ-appointed inspector, and DEVELOPER must request for PJ to schedule each inspection.

I. The HOME-assisted Project performed and completed by DEVELOPER under this Agreement must conform to the Period of Affordability requirements of 24 CFR 92.254, as applicable and described in Paragraph 8. DEVELOPER is required to repay the investment of HOME funds if the housing does not meet the affordability requirements for the below specified time period.

J. DEVELOPER shall execute a homebuyer agreement with each eligible homebuyer, of which PJ is a party thereto, and as approved by PJ prior to execution (Exhibit H). Upon sale of the HOME unit(s), DEVELOPER will execute a required Mortgage and Note that details PJ's prescribed resale requirements, and any other documents normally utilized by DEVELOPER, to be included as Exhibit H.

K. In the event DEVELOPER chooses to use HOME funds to assist eligible homebuyers through lease-purchase programs for existing housing, DEVELOPER must notify PJ immediately. DEVELOPER's failure to notify PJ, and receive approval of the change to a lease-purchase program, will result in PJ withholding payments for Activities covered under this Agreement.

1) If HOME Funds are used to acquire housing that will be resold to a homebuyer through a lease-purchase program, the HOME Period of Affordability requirements for rental housing in 24 CFR 92.252 shall apply.

2) DEVELOPER shall provide PJ with any and all lease-purchase documents for review and approval prior to use.

3) An eligible homebuyer must enter into a lease-purchase agreement within six (6) months of Construction Completion. HOME units must be purchased by an eligible homebuyer within thirty-six (36) months of signing the lease-purchase agreement.

4) The homebuyer must qualify as a low-income family at the time the lease-purchase agreement is signed.

L. Work per this Agreement must commence no later than ninety (90) days from the date of execution of this Agreement and be completed within eighteen months (18) of the date of execution of this Agreement. DEVELOPER may request an extension for Project Completion; such extension may not prolong the Project beyond December 31, 2025.

M. The following Project terms, defined as Representations of DEVELOPER, shall apply:

1) DEVELOPER has the requisite power and authority to carry on business as intended under this Agreement.

2) The execution and performance by DEVELOPER of the terms and provisions of this Agreement and all other agreements executed in relation to this Agreement have been duly authorized and will not violate any provision of law, any order of any court, or other agency of government, or any indenture, agreement or other instrument to which DEVELOPER is a party or by which it is bound.

3) Financial data, reports, and other information furnished to PJ by DEVELOPER are accurate and complete and fairly present the financial position of DEVELOPER as per Paragraph 15 of this Agreement.

4) DEVELOPER shall obtain all necessary governmental permits for the Project. The undertaking of the Project will not violate any financial, building, zoning, subdivision, land-use, health, historic preservation, licensing, rent control, planning, sanitation, architectural access, environmental protection, or any other applicable law, ordinance or regulation.

5) DEVELOPER represents and warrants that it will have sufficient funds to complete and operate the Project in accordance with the provisions and requirements of this Agreement.

6) As stated in Paragraph 1.E, DEVELOPER is required to provide PJ an itemized budget for the Project, and an itemized budget and schedule of activities to be performed **for each Activity** (Exhibit B). Should the Project or any Activity fall out of compliance with the attached budget or schedule, DEVELOPER shall notify PJ in writing immediately. Each budget will be analyzed by PJ for cost reasonableness, reasonable fees, adequate project financing, HOME funding gap, reasonable sales prices and projections, adequate construction costs, and financing.

7) DEVELOPER will comply with all federal uniform administrative requirements (2 CFR Part 200 and 24 CFR Part 84) cited in 24 CFR 92.505 for nonprofit organizations.

8) DEVELOPER shall at all times observe and comply with 24 CFR Part 92 and all applicable laws, ordinances or regulations of the Federal, state, PJ, and local governments, which may in any manner affect the performance of this Agreement, and DEVELOPER shall perform all acts with responsibility to PJ in the same manner as PJ is required to perform all acts with responsibility to the Federal government. DEVELOPER shall comply with all regulations, policies, guidelines and requirements with respect to the acceptance and use of HOME funds, and the policies of PJ as applicable to the HOME Program.

9) DEVELOPER acknowledges and agrees that its responsibility under this Agreement continues beyond the Project Completion date, through the Period of Affordability as defined for each Activity.

4. BUDGET

A. PJ shall distribute to DEVELOPER a portion of the total funds received by PJ under the HOME Program Grant in consideration of DEVELOPER's undertaking to perform the Project and incur eligible expenses as permitted in 24 CFR 92.206.

B. An overall budget shall govern total Project costs. Each specific Activity undertaken as part of this Project is required to have a separate budget for PJ evaluation and underwriting; Project funds are not equally divided to separate Activities and are to be allocated to specific Activities under this Project based on the HOME gap financing requirement. All Project work shall be performed in compliance with all applicable budgets, summarized below:

Budget Item	**HOME Funds Allocated**
Developer Fee	Up to 10%*
Acquisition	$67,648.00
PJ Environmental Review & Inspection Costs	$0
Total	$67,648.00

C. DEVELOPER shall complete a detailed line item budget pertaining to acquisition and construction costs for the Project and each Activity, attached as Exhibit B and incorporated herein by reference. The line item budget shall indicate the sources and uses of each Activity within the Project.

5. ROLES AND RESPONSIBILITIES

A. DEVELOPER and PJ shall at all times observe and comply with 24 CFR Part 92 and all applicable laws, ordinances or regulations of the Federal, state, county, and local government, which may in any manner affect the performance of this Agreement. DEVELOPER shall perform all acts with responsibility to PJ in the same manner as PJ is required to perform all acts with responsibility to the Federal government.

B. DEVELOPER will be responsible for development activities as per this Agreement. This includes affirmative marketing outreach, application processing and income verification, tenant selection, preparation of work specifications, maintenance of a list of eligible contractors, contractor selection and contracting record maintenance, and on-site in progress and final inspections.

C. DEVELOPER, as a CHDO Developer, shall be in sole charge of all aspects of the development process (including, but not limited to, obtaining zoning, securing non-HOME financing, selecting architects, engineers, and general contractors, overseeing progress of work, and determining reasonableness of costs). DEVELOPER shall retain ownership of the Project property during the entire development period.

D. The following tasks shall be undertaken by PJ or DEVELOPER, as indicated below, in accordance with HOME Program requirements:

1) Marketing of Project: DEVELOPER, in consultation with PJ, shall develop and manage marketing efforts for the Project.

2) Homebuyer Eligibility and Documentation Compilation:

    a) DEVELOPER, in consultation with PJ, will be responsible for determining eligibility of homebuyers. All applications will be taken at the offices of DEVELOPER on a first-come, first-serve basis and as per the marketing plan. DEVELOPER shall certify a homebuyer as eligible as prescribed herein and as per 24 CFR 92.217 and 92.254. No homebuyer assistance may be warranted or guaranteed without completion of required underwriting and assessment as prescribed herein and approved by PJ.

    b) DEVELOPER shall submit to PJ, for review, documents used by DEVELOPER to certify eligible homebuyers and documents used for application for purchase of HOME units. Income verification shall be completed using the Part 5 Income Method, as defined by HUD. All income and homeownership documentation shall be verified through third-party sources, using sample documentation provide in Exhibit C. The homebuyer and employer, as applicable, will be required to sign these forms to verify the applicant's income.

    c) DEVELOPER must document and certify that the homebuyer is an eligible beneficiary with an annual income, adjusted for family size, less than or equal to eighty percent (80%) of the AMI, in accordance with HUD Part 5, Subsection 8 method of determining income, 24 CFR 92.203(b)(1).

    d) Income eligibility documentation must have been obtained within six months before executing a homebuyer agreement with the DEVELOPER. The applicable income limits shall be included for reference in Exhibit E. PJ shall be a party to the homebuyer agreement and have rights of indemnification, rights to inspection, approvals, and project-specific monitoring during the course of the Project and long-term, as applicable.

    e) No applicant shall be assisted if he or she is deemed ineligible due to income limits, as per Exhibit E. PJ shall complete and retain demographic information for all assistance applicants. If an applicant does not complete the intake process or is found to be ineligible at any point during the intake process, DEVELOPER shall retain copies of the application and any available documentation.

3) DEVELOPER shall document that each homebuyer has successfully completed a housing counseling program. The homebuyer must fully complete the housing counseling program, and provide proof of such completion to DEVELOPER, prior to purchasing the HOME unit. DEVELOPER shall submit documentation of the homebuyer's completion of the housing counseling program to PJ.

4) DEVELOPER will notify PJ of prospective Project locations in writing including a common address, site photos, and Property Identification Number information. **DEVELOPER agrees to comply with any environmental review or assessment required by 24 CFR Part 58, for each property, as conducted by PJ**.

a) DEVELOPER shall cooperate with and participate in the fulfillment of the Consortium's responsibilities pursuant to HUD's environmental review process, as it applies at 24 CFR Part 58, as amended, and shall permit the Consortium or its designees or employees to conduct site inspections, appropriate tests, examination of applicable documents, and such other activities as the Consortium deems appropriate in order to fulfill its responsibilities in implementation of the policies of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321, et seq.).

b) PJ has completed a prior "Tier 1" environmental review for Activities to take place under this Agreement. PJ shall conduct a "Tier 2" review for each individual Activity to be funded by this Agreement upon notice from DEVELOPER. **Not until the environmental review process has been completed may any costs be caused to be incurred or actually incurred by DEVELOPER (inclusive of interim financing) unless determined exempt from such environmental review**.

E. Further, DEVELOPER warrants that it will not acquire, rehabilitate, convert, sell, repair or construct property, nor commit or expend HOME or local funds for these HOME Program Activities on a HOME or HUD assisted Project until PJ has completed an Environmental Review and has given notification of its approval in accordance with 24 CFR Part 58 to DEVELOPER.

F. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval of a specific Activity, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR Part 58. The parties further agree that the provision of any funds to the Project is conditioned on PJ's determination to proceed with, modify or cancel the Project based on the results of a subsequent environmental review, as outlined in Paragraph 3.G of this Agreement.

6. <u>INITIAL INSPECTIONS</u>

A. After an initial inspection and approval to proceed, DEVELOPER will determine the extent of the rehabilitation required for the property and whether lead-based paint or hazards are present in the unit. DEVELOPER will provide the beneficiary(ies) with the required lead-based paint notifications and pamphlets, will obtain signed documentation of their receipt, and will provide copies of documentation to PJ within two (2) weeks.

B. DEVELOPER will appropriately document all initial inspections, cost estimates, preliminary and final scopes of work and specifications, and allow for regular inspection by PJ, and conduct Activities in compliance with local codes and ordinances per the jurisdiction of the Activity and the Lake County Consortium Rehabilitation Standards as drafted and as may be amended from time to time.

C. DEVELOPER will document the Project by taking pictures of the property before, during and after the Construction Completion to include in the Project file.

D. DEVELOPER will prepare a file for each Activity, which includes any checklists to be provided, or approved, by PJ as Exhibit D.

7. WRITE-UP AND COST ESTIMATES

A. Upon completion of the initial inspection, DEVELOPER, in consultation with PJ as necessary, will prepare a work write-up in conformance with the Consortium's HOME Program Rehabilitation and Construction Standards (Attachment A) and Procedures for Lead Hazard Reduction (Attachment B), Radon, Floodplain, Historic Preservation, and Architectural Barriers requirements. **The work write-up shall identify any and all code violations and incipient code violations that must be addressed during rehabilitation and incorporated into the specifications process**.

B. It will be the responsibility of DEVELOPER to prepare internal cost estimates that reflect current market prices for each line item and identify the priority to which it responds. DEVELOPER will request an initial inspection from the PJ to be performed by the PJ-approved inspector. The initial PJ inspection will ensure that the scope of work meets the HOME Program standards. Once the write-up has been reviewed and evaluated by PJ for cost reasonableness and compliance, DEVELOPER will conduct a procurement process for the necessary scope of work and materials. All work per this Agreement must net full compliance with local code requirements.

C. Each newly constructed or rehabilitated unit shall have an appraised post-rehabilitation value not to exceed ninety-five percent (95%) of the median price for PJ, as provided by HUD. Exhibit G provides the current 95% value limits for PJ.

D. After Construction Completion, DEVELOPER will obtain an appraisal indicating the value of the property and compare this after-rehabilitation value to the maximum 95% value limits in Exhibit G. If the after-rehabilitation value is less than the maximum appraised value allowed, the property is determined to be eligible to be rehabbed with HOME funds. However, if the after-rehab value is greater than the 95% value limits allowed, the property would not be eligible for rehabilitation under the HOME Program.

E. DEVELOPER must assure that the amount of HOME Funds invested in each housing unit is in compliance with the minimum and maximum subsidy requirements. A minimum of $1,000.00 in assistance is invested per unit in accordance with 24 CFR 92.205(c), and no more than the maximum per unit subsidy allowed by 24 CFR 92.250(a) will be invested.

8. RESIDENCY, PERIOD OF AFFORDABILITY, AND RESALE:

A. Eligible homebuyers are required to comply with primary residency requirements for the Period of Affordability; said requirements will be made part of the homebuyer agreement and restriction documentation, herein referenced and made a part of this Agreement, in Exhibit H.

B. Pursuant to 24 CFR 92.254, each HOME unit must remain affordable for not less than the appropriate period, as specified in the table below. The Period of Affordability begins after Project Completion and as reported in the Federal reporting system, without regard to the term of any loan or mortgage or to transfer of ownership. Affordability restrictions shall not terminate upon foreclosure, transfer in lieu of foreclosure, transfer by will in the event of death of the eligible homeowner or assignment of an FHA insured mortgage; in the event of one of the foregoing, the affordability restrictions shall be handled on a case-by-case basis. **The Period of Affordability for the Project property subject to this Agreement shall be fifteen (15) years, unless the final HOME investment differs from the anticipated HOME investment under this Agreement**. PJ shall notify DEVELOPER, in writing, of the date on which the Period of Affordability begins for each Activity within this Project.

HOME Assistance Amount per Unit	Minimum Period of Affordability in years
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

C. In the event that a homebuyer will not occupy the residence or meet the primary residence requirements, the ground lease provisions prescribing the means of sale of the housing unit shall apply so that DEVELOPER may maintain the affordable investment. HOME unit sales and ground-lease governed land are subject to resale provisions. **Should the requirements of the Period of Affordability not be met, the entire sum of the HOME investment is due for each Activity**.

D. DEVELOPER agrees that its responsibility under this Agreement continues beyond this Agreement's termination date. DEVELOPER will verify the homebuyer's use of the property as principal residence during the Period of Affordability on an annual basis and maintain records of such documentation.

E. This Agreement shall remain in full force and effect until the expiration of the Period of Affordability for each Activity within this Project. DEVELOPER must keep records sufficient to document such affordability and duration for review by PJ, as delineated in Paragraph 15 of this Agreement.

F. Resale Provisions: HOME unit sales are subject to resale provisions. The resale option ensures that the HOME-assisted unit remains affordable over the entire Period of Affordability. The resale total is inclusive of the development subsidy and any direct assistance to the homebuyer. Upon the expiration of the Period of Affordability, as related to the total HOME investment per Activity, all resale provisions shall expire. All HOME-assisted units shall meet the following criteria:

1) The new purchaser must be low-income, meeting the HOME Program definition, and ***within the same income limit*** as the original buyer. Additionally, the homebuyer must occupy the property as their principal residence.

2) To ensure that the sales price is affordable to a low-income homebuyer, the homebuyer may receive direct assistance through a reduction in sales price, down payment assistance, or closing cost assistance.

3) The sales price must be "affordable" to the new purchaser. In this instance, affordability for the new purchaser is a sales price that would require the new purchaser to pay no more 30% of their monthly income on the fixed costs of homeownership (the loan principal, interest, taxes and insurance, or "PITI payment").

4) Under no circumstances may the "affordable" sales price exceed 95% of the median purchase price for the area.

5) The maximum sale price shall be calculated using the following formula:

	Down Payment
	Loan Principal Paid
	Current Loan Amount
	Capital Improvement Value
+	House Value Change, per HPI
	Maximum Sales Price

a) Down Payment: the financial contribution by the original homebuyer for their acquisition of the property, as evidenced on the HUD-1 or closing statement.
b) Loan Principal Paid: Payments made by the original homebuyer on their purchase money loan. This shall be calculated by the difference between the original loan amount at time of purchase (from the HUD-1 or closing statement or recorded loan document) and the loan amount at time of sale (from the loan payoff letter or other documentation from the lender).
c) Current Loan Amount: The amount of the purchase money loan at the time of sale (from the loan payoff letter or other documentation from the lender).
d) Capital Improvement: an investment by the original homebuyer into the house's infrastructure such as the roof, heating system, or windows. Lake County shall use the actual cost of the Capital Improvement, not the increase in value to the house because of the Capital Improvement. For the cost of the Capital Improvement to be eligible the original homebuyer must show proof of payment. Capital Improvement shall not include routine maintenance to the house, such as painting.
e) House Value Change: The dollar value in the increase or decrease of the house as produced from the "Housing Price Index Calculator" at www.FHFA.gov.

The house may be sold for less than the maximum sales price, so long as the sales price still meets the other requirements of this Resale Policy.

6) The sales price must provide the original homebuyer, now the seller, a "fair return" on their investment (including any down payment, loan principal payments and capital improvement investment made by the owner since purchase). Fair return to seller shall be calculated using the following formula:

7)

Original Purchase Price
Homeowner share of appreciation
\+ Capital Improvement Value

Fair Return to Seller

a) Original Purchase Price: The dollar value paid for the house as evidenced by the sales contract, HUD-1 or settlement statement.
b) Homeowner share of appreciation: The market appreciation of the house multiplied by the homeowner's investment ratio multiplied by 15%. The market appreciation shall be the difference in the value of the house as determined by an appraisal at the time of the homeowner's original purchase and at the time of sale; in a declining housing market, the market appreciation value may be negative. The homeowner's investment ratio shall be the ratio of the Original Purchase Price to the appraised value of the house at the time of original purchase.
c) Capital Improvement Value: as defined above.

8) The net proceeds, if any, from the sale are subject to the discretion of the first mortgage holder and consultation with PJ.

9) DEVELOPER shall underwrite, prepare and execute a Promissory Note and Mortgage that outlines the resale requirements, in consultation with and as approved by PJ. DEVELOPER shall require the eligible homebuyer to execute the Promissory Note and Mortgage, and shall record such documents with the Lake County Recorder of Deeds and provide a copy to PJ.

10) Prepayment or assumption of the HOME mortgage loan is prohibited.

G. DEVELOPER shall require each homebuyer to execute a Homebuyer Agreement, which reflects the lending of HOME Program funds to the homebuyer for the HOME unit. The Homebuyer Agreement shall include the Resale Provisions of this Agreement. Each homebuyer shall also execute a mortgage and note reflecting the amount of direct homebuyer assistance provided with HOME funds.

H. DEVELOPER shall execute a separate Land Use Restriction Agreement for each HOME unit. The Land Use Restriction Agreement shall contain the Resale Provisions of this Agreement.

9. CONTRACTOR SELECTION AND BIDDING

A. DEVELOPER will be responsible for pre-qualifying a list of contractors who will be available to participate in the Project during the duration of the Agreement and/or utilize competitive bidding processes, and complete such a process, at minimum, on a quarterly basis.

B. DEVELOPER will conduct affirmative marketing outreach efforts to notify Minority Business Enterprises and Women Business Enterprises of the contracting opportunities under this Project.

C. DEVELOPER will assure that none of the selected contractors are on the Federal Excluded Parties list or any State list, as outlined in Paragraph 20.B.17 of this Agreement.

D. DEVELOPER will ensure that required contract provisions are extended to any contractors and subcontractors as described herein and specifically relating to use of HOME Funds, Labor Requirements, duration and scope of work, contract close-out requirements and other applicable federal requirements.

E. DEVELOPER will make available to PJ all procurement documentation including bid and proposal selection logic and cost documentation.

10. Commencement of Work: DEVELOPER may proceed with work under this Agreement, provided scope and costs conform to the evaluated budgets and Project Documentation and PJ provides DEVELOPER with a Notice to Proceed.

11. Progress and Final Inspections

A. Inspections shall be made by PJ as DEVELOPER requests funds in order to ensure that work performance is in accordance with PJ's written rehabilitation standards and procedures and such costs have been incurred.

B. Additional inspections will be made at critical times during the construction, as required, and as necessary to ensure quality and timely completion of construction, by PJ.

C. PJ may conduct additional inspections in regard to slow progress or complex or difficult construction items or disputes.

D. DEVELOPER is required to comply with local inspection requirements.

E. PJ shall perform a final inspection to ensure that all construction work is complete and compliant with HOME standards.

12. Payment Requests and Disbursements

A. PJ shall make disbursements to DEVELOPER on a reimbursement basis for eligible documented Project-related hard and soft costs in compliance with this Agreement, and the developer fee associated with the Project. PJ shall use the allocated Project costs to reimburse PJ for the required environmental review and inspection costs. No money under this Agreement shall be disbursed by DEVELOPER or PJ to any Contractor, or to DEVELOPER, except pursuant to a written contract which incorporates the applicable requirements of this Agreement and HUD regulations.

B. DEVELOPER may not request partial or full disbursement of funds under this Agreement until the funds are needed for reimbursement of payment for eligible costs that have actually been incurred. Identification of what constitutes an eligible cost is outlined in 24 CFR 92.205-209.

C. Project set-up information shall be entered into the disbursement and information system by PJ, after which the funds will be deposited in the local account of the HOME Investment Trust Fund. Only PJ may request disbursement of HOME Program funds. 24 CFR 92.502(c) & (e).

D. PJ shall process DEVELOPER's claims for payment in a timely and reasonable manner upon its determination that DEVELOPER has submitted all required supporting documentation.

E. All disbursement requests of DEVELOPER shall comply with the following requirements:

1) Disbursement of HOME Funds under this Agreement will be pursuant to 24 CFR 92.206. DEVELOPER's claims must be for eligible costs actually incurred, and PJ must have received and approved Project Documentation.

2) No disbursement will be made until PJ has verified work completed by contractors of DEVELOPER as eligible per the debarment rules of this Agreement. Further, DEVELOPER must submit to PJ copies of all lien release and waiver documentation for all payments at the time of each request.

3) In order to make a request for disbursement under this Contract, DEVELOPER must submit documentation to verify that an appropriate amount of an eligible Matching Contribution has been made. Matching Contributions must be made prior to or simultaneous with the disbursement of HOME funds as referenced in this Paragraph or as outlined in Paragraph 1.C of this Agreement.

4) PJ, at its sole discretion, may disburse funds under this Agreement to DEVELOPER using PJ's Corporate Funds. In such cases, DEVELOPER must treat these funds in all manners as if they were funds from the Federal Government, including the following of all applicable rules, regulations and requirements as outlined in this Agreement.

5) DEVELOPER shall receive and utilize the HOME funds, awarded by this Agreement, solely for activities eligible, reasonable, and necessary under the provisions of the Project application, this Agreement, applicable Federal laws, Federal Regulations and Executive Orders as well as HUD notifications and guidance that currently exist and that may be issued in the future, and shall use said funds for no other purpose.

6) All costs shall be supported properly with official documentation evidencing in detail the nature and propriety of charges. All Project work contracted between DEVELOPER and contractors must be supported by written contractual agreements defining the scope of work with line item detail task descriptions and associated costs, a timeline for completion, insurance coverage, and recourse for non-performance. **Approved bid specifications and Project work estimates do not qualify as written contracts**. All checks, payroll claim forms, invoices, contracts, agreements, vouchers, purchase orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible in both DEVELOPER's files and in written supporting documentation provided to PJ.

7) All retainers and requirements for thresholds of request for reimbursement as related to Activity and Construction Completion are applicable as described herein this Agreement.

8) DEVELOPER is allowed sixty (60) days following the end date of this Agreement in which to submit final billings. Requests for drawdowns submitted after sixty (60) days following the end of this Agreement will not be honored by PJ unless the terms of this Agreement and the provisions herein are extended to cover any additional time period during which DEVELOPER is to complete the Project, if approved by PJ.

F. DEVELOPER shall comply with and assist PJ's compliance with, as applicable, 24 CFR Part 85 (Uniform Administrative Requirements), 24 CFR Part 84 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

13. DURATION OF AGREEMENT

A. This Agreement shall become effective on the date it is executed by the Lake County Community Development Administrator and authorized representative of the DEVELOPER, with all expenditures under this Agreement to be incurred within eighteen (18) months from that date. No work shall commence prior to this Agreement's execution. The Agreement is in place for the duration of applicable Period of Affordability, as designated above.

B. If DEVELOPER is delayed in the completion of the Project by any cause legitimately beyond its control, it shall immediately, upon receipt and knowledge of such delay, give written notice to PJ and request an extension of time for completion of the Project. No extension shall exceed December 31, 2025; said four-year date is independent of the execution date of this Agreement. An Agreement Amendment may result in an automatic extension of this Agreement and its terms, however no extension, by amendment or otherwise, may reach beyond December 31, 2025.

C. PJ shall consider DEVELOPER's extension request and make a determination of an extension for completion of the Project as PJ, in its sole discretion, deems necessary for completion of the Project due to the circumstances causing the delay.

1) PJ shall act upon the extension request and recommendation in a timely manner, and notify DEVELOPER of a grant or denial of such request.

2) If DEVELOPER does not complete the Project within eighteen (18) months after the execution of the Agreement or by the date of any extension granted by PJ, PJ reserves the right to withhold the remaining balance of the HOME funds allocated to DEVELOPER's Project and terminate the remainder, portions of, or full Agreement, and require repayment of all expended HOME funds as applicable.

14. GENERAL HOME PROGRAM REQUIREMENTS

A. DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92.

B. All activities associated with this Project shall comply with the "Project Requirements" laid out in 24 CFR Part 92, Subpart F.

C. PJ and DEVELOPER are responsible for ensuring that all HOME units assisted under the Project are eligible, the property is qualified, appropriate documents are executed, and for meeting HOME Program processing steps as outlined in this Agreement and in 24 CFR Part 92.

D. DEVELOPER shall receive and utilize the HOME funds, awarded by this Agreement, solely for activities eligible, reasonable, and necessary under the provisions of the Project application, this Agreement, applicable Federal laws, Federal Regulations and Executive Orders as well as HUD notifications and guidance that currently exist and that may be issued in the future, and shall use said funds for no other purpose.

E. DEVELOPER is prohibited from charging servicing, origination, processing, inspection or other fees for the costs of providing homeownership assistance.

F. Any notices, information or questions regarding this Agreement, Project approval, termination, amendments, reports and records required, etc., should be directed to:

If to PJ: Lake County Community Development
500 W. Winchester, Unit #101
Libertyville, Illinois 60048

If to DEVELOPER: Community Partners for Affordable Housing
ATTN: Rob Anthony
800 S. Milwaukee Ave. Suite 201,
Libertyville, IL 60048

15. Records and Reports

A. Records

1) Records shall be maintained by DEVELOPER in accordance with requirements prescribed by HUD or PJ with respect to all matters covered by this Agreement. Except as otherwise authorized by HUD, records such as inspection reports, building permits, subcontractor contracts and payments, plans, specifications, Project beneficiaries, etc., shall be maintained for a period of five (5) years following the Project Completion date as reported in the federal system. Written agreements, beneficiary documentation, and documents imposing recapture/resale restrictions must be retained for five (5) years after this Agreement terminates. 24 CFR 92.508(c).

2) DEVELOPER shall maintain sufficient records to enable PJ and HUD to determine whether the Program has met the requirements at 24 CFR 92.508(a)(3)(iv), (v), (x) and 92.508(a)(7).

3) DEVELOPER shall retain records pertaining to this Agreement for five (5) years after this Agreement terminates. 24 CFR 92.508(c)(4). DEVELOPER shall retain Activity records for five (5) years after the close of the Period of Affordability.

4) DEVELOPER shall provide access to any pertinent books, documents, papers, or other records having to do with the Project to PJ, HUD, and the Comptroller General so they may make audits and examinations. 24 CFR 92.508(d)(2).

B. Reports

1) At such times and on such forms as HUD or PJ may require, DEVELOPER shall furnish regarding records, data and information pertaining to matters covered by this Agreement.

2) DEVELOPER shall provide statistical data with respect to services provided and persons benefitted under this Agreement.

3) At regular intervals during the term of this Agreement, PJ may conduct on-site and off-site reviews and inspections of the content and progress of DEVELOPER's performance. If, as a result of such review, it is the opinion of PJ that revisions to this Agreement are necessary or the methods employed by DEVELOPER are inappropriate, PJ may propose an amendment to this Agreement with such revisions and notify DEVELOPER in writing. Upon receipt of such notification of revision, DEVELOPER shall, within ten (10) days, accept the amendment. The proposed revisions shall be subject to PJ's written approval and amendment to this Agreement. Should DEVELOPER not agree to the amendment or reach consensus with PJ on alternative solutions, this Agreement may be terminated.

4) DEVELOPER shall submit to PJ a project setup report at the time the Project beneficiary is contractually obligated to participate in the HOME Program. During the Project, DEVELOPER must also submit quarterly progress reports to PJ on or before the fifteenth (15) day of the next month following the close of the quarter. The quarterly progress reports shall include details of all Program Income funds. Additionally, DEVELOPER shall complete a Project Completion Report prior to requesting final draw of funds and no later than thirty (30) days after Project Completion.

C. DEVELOPER shall provide other reports and records as required to satisfy HUD inspections, PJ requirements, and HOME Program requirements.

D. Failure of DEVELOPER to comply with the above Progress Report requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

E. DEVELOPER hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and 24 CFR Part 84 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), as applicable, and to submit this audit to the Grantee as outlined herein this Agreement. Audits are to be submitted annually for the duration of the Agreement.

F. Project Files: DEVELOPER shall keep and file information as required by the HOME Program and PJ. This includes documentation of Eligible Homebuyer, Eligible Residence, Homebuyer Agreement, Mortgage and Note, and annual verification of Principal Residence during the Period of Affordability.

G. Requests of PJ: At the request of PJ, DEVELOPER shall furnish such reports, budgets, certifications and other documents required pursuant to Federal, state, or county rules, regulations and policies that are applicable to the Project and shall give specific answers to questions from PJ, from time to time, relative to DEVELOPER's contracts and operations in connection with the Project.

16. INSURANCE, BONDING, AND INDEMNIFICATION REQUIREMENTS

A. Insurance

1) DEVELOPER shall comply with the bonding and insurance requirements as prescribed by PJ.

2) DEVELOPER shall maintain for the duration of the Agreement and any extensions thereof, at DEVELOPER's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to PJ, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types or amounts:

a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability; for a two year period after completion of the project, limits of liability not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; and

b) Workers' Compensation to cover all employees and meet statutory limits in compliance with applicable state and federal laws including Section 4(1) of the "Workman's Compensation Act of the State of Illinois" as adopted and amended, and first party property insurance where exposure exists.

B. Insurance coverage limits and terms are subject to negotiation on a project by project basis. The Community Development Administrator and Lake County Government reserve all rights for the final approval of all applicable insurance coverage and documentation.

C. DEVELOPER agrees to provide PJ with Certificates of Insurance, Exhibit J, and Endorsement documentation evidencing the above required insurance prior to commencement of this Agreement, and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. PJ shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification shall be stated on the Certificate of Insurance. DEVELOPER's subcontractors, if any, shall comply with the same insurance requirements. DEVELOPER agrees to carry insurance to indemnify PJ against any and all claims of any nature whatsoever which may arise from the Project. PJ must be added to the General Liability insurance as an additional insured.

D. Insurance Notices and Certificates of Insurance shall be provided to:

Community Development Administrator
Lake County Department of Planning, Building and Development
500 West Winchester Road, Unit 101
Libertyville, Illinois 60048

E. DEVELOPER shall comply with the bonding and insurance requirements of 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

F. DEVELOPER shall insure recognition of the role of PJ in providing services through this Agreement. In addition, DEVELOPER will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. <u>Indemnification Provisions</u>

1) DEVELOPER agrees to indemnify and hold PJ, its officials, board members, constitutional officers, officers, agents, attorneys, and employees (each an "indemnified party") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done or omitted to be done on the Project while this Agreement's obligations remain outstanding, including but not limited to:

   a) any condition of the Project;
   b) any breach or default on the part of DEVELOPER in the performance of any of its obligations under this Agreement;
   c) any act of negligence of DEVELOPER or of any of its agents, contractors, servants, employees or licensers;
   d) any act of negligence of any assignee or lessee of DEVELOPER, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of DEVELOPER; and
   e) any performance by any indemnified party of any act required under this Agreement or requested by DEVELOPER.

Excluding, however, claims occasioned by the negligence or willful misconduct of the indemnified party.

2) DEVELOPER agrees to save and hold each indemnified party harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against DEVELOPER, upon receipt of notice in writing from the indemnified party setting forth the particulars of such claim or action, DEVELOPER shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. In any such action each indemnified party shall have the right to employ separate counsel mutually acceptable to the indemnified party and DEVELOPER and to participate in the defense thereof; provided that if the indemnified party and DEVELOPER cannot agree on mutually acceptable counsel, the indemnified party shall have the exclusive right to select such counsel. The fees and expenses of such counsel reasonably incurred shall be at the expense of DEVELOPER without regard to any authorization of such employment by DEVELOPER.

17. PROGRAM INCOME AND CHDO PROCEEDS

A. No Program Income is generated from this Project.

B. Any repayment, interest or other return on investment of the HOME Funds, including homebuyer resale funds realized from funds governed by this Agreement, is considered recapturable funding and is to be returned to PJ. DEVELOPER shall receipt all such monies associated with the Project and report them to PJ no later than fifteen (15) days of such receipt. DEVELOPER must provide all supporting documentation to PJ to define the amount and terms for receipt of Program Income.

C. Any proceeds from the sale of HOME-assisted units are considered CHDO Proceeds and may be retained by the DEVELOPER. Upon receipt of the CHDO Proceeds, the DEVELOPER is required to place hold such funds in a non-interest bearing account and provide documentation evidence of the total sum received to PJ no later than seven (7) days after such receipt, for at which time, PJ will execute a CHDO Proceeds agreement with DEVELOPER to specify the eligible use of such proceeds. Failure to comply with CHDO Proceeds agreement requirements shall require the return of CHDO Proceeds, in their entirety, by DEVELOPER to PJ.

D. Upon expiration of the Agreement, DEVELOPER shall transfer to PJ any HOME funds, including Program Income, on hand and any accounts receivable attributable to the use of HOME funds.

18. TERMINATION OF AGREEMENT, SUSPENSION OF PAYMENT, AND ENFORCEMENT

A. Affordable housing requirements may be enforced by deed restrictions, covenants running with the land, use restrictions, or other mechanism approved by HUD under which PJ has the right to require specific performance. Specifically, the affordability requirements laid out in Paragraph 8 of this Agreement shall be imposed by restriction mortgage and note and/or a land use restriction agreement.

B. In accordance with 2 CFR Part 200, PJ may terminate or suspend this Agreement in whole or in part if DEVELOPER materially fails to comply with any term of this Agreement. PJ will initiate termination by issuing a Notice of Failure, identifying the cause for termination and giving DEVELOPER thirty (30) days to cure the failure in accordance with the provisions in the Agreement. The Notice of Failure shall set forth the reasons for such termination, the effective date, the steps necessary to cure the failure under this Agreement, and, in the case of partial termination, the portion of the Agreement to be terminated. However, if, in the case of a partial termination, PJ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, PJ may terminate the award in its entirety under either 2 CFR 200.338 or 2 CFR 200.339. If the failure or the specific terms of the Notice of Failure are not cured within thirty (30) days, PJ will terminate the Agreement and declare default under any mortgage or deed restriction executed in relation to this Agreement as deemed necessary while maintaining protections for any leases executed with eligible and complaint homebuyers.

C. Causes for termination shall include, but not be limited to, the following:

1) failure, for any reason, of DEVELOPER to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with the approved program and Agreement conditions, and such statutes, executive orders, and HUD directives as may become applicable at any time;

2) failure to maintain the property as affordable for the entire Period of Affordability as expressed in this Agreement;

3) submission by DEVELOPER to PJ of reports that are materially incorrect or incomplete or not submitted in the proper format or timeframe;

4) improper use of funds provided under this Agreement;

5) failure of DEVELOPER to supply PJ with quarterly or annual reports and the data necessary to the continuing planning process of PJ;

6) suspension or termination by HUD of the HOME Program allocation to PJ under which this Agreement is made, or the portion of it delegated by this Agreement; provided, however, that if the HOME Program allocation is merely reduced and in the absence of any contrary HUD directive, DEVELOPER may readjust its budget and recommend Agreement amendments to PJ;

7) violation of the Conflict of Interest requirements identified in this Agreement;

8) violation of the Non-Disparagement provision of this Agreement;

9) failure to comply with the approved project schedule; or

10) when required by HUD.

D. **All HOME Funds are subject to repayment by DEVELOPER to PJ in the event the Project is terminated pursuant to one of the reasons listed in this Paragraph 18**.

E. PJ may suspend or terminate this Agreement, in whole or in part, if funding from the United States Government becomes unavailable for any reason. In the event this Agreement is suspended or terminated due to a lack of funding by the Federal Government, PJ will notify DEVELOPER in writing that this Agreement is suspended or terminated. PJ will not be liable for any loss or damage to DEVELOPER that results directly or indirectly from said suspension or termination.

F. Upon suspension or termination of this Agreement, DEVELOPER must remit to PJ the entire amount of HOME funds that have been expended in a manner prescribed by PJ. The foregoing provision may be waived at the sole discretion of PJ for good cause shown.

19. REMEDIES

A. In the event of any violation or breach of this Agreement, including but not limited to, DEVELOPER's misuse or misapplication of funds derived from this Agreement, by DEVELOPER's violation of any of the statutes, rules and regulations of HUD, either directly or indirectly, by DEVELOPER and/or any of its agents or representatives, then DEVELOPER, to the extent permitted by law, agrees to defend, indemnify, and hold PJ harmless from any requirement to repay to HUD the HOME funds received by DEVELOPER for this Project or penalties and expenses, including attorneys' fees and other costs of litigation, resulting from such action or omission by DEVELOPER.

B. In the event HUD, or any other Federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in Paragraph 19.A above, then PJ or DEVELOPER shall immediately notify the other party in writing, providing the full details of the alleged violation. The alleged breaching party shall have the right to contest the claim, in its own name or in the name of the other party, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the other party. Upon any final adjudication, or upon any settlement agreed to between the party alleged to have breached this Agreement and the Federal agency, the alleged breaching party shall promptly pay any funds found due and owing.

C. As long as the party entitled to the remedy is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the allegedly breaching party shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the party entitled to the remedy is indemnified.

20. OTHER FEDERAL REQUIREMENTS

A. DEVELOPER hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of HOME funds in accordance with the ACT and the policies of PJ as applicable to the HOME Program.

B. DEVELOPER shall comply with all Federal Requirements as set forth in 24 CFR Part 92, Subpart H, including, but not limited to, the following:

1) The Federal requirements set forth in 24 CFR Part 5, Subpart A, and 24 CFR 92.350, specifically, are applicable to participants in the HOME Program. The requirements of this part include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace;

2) Fair Housing and Equal Opportunity: The requirements found in 24 CFR 92.205 and 92.250; Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.) and implementing regulations issued at 24 CFR Part 1 prohibiting discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Fair Housing Act (42 U.S.C. 3601-3620); Executive Order 11063 (amended by Executive Order 12259); Age Discrimination Act of 1975, as amended (42 U.S.C. 6101); 24 CFR 5.105(a);

3) The affirmative marketing requirements per 24 CFR 92.351: to affirmatively market the Project and submit to PJ an affirmative marketing plan to be incorporated in this Agreement as Exhibit I, or adopt PJ's affirmative marketing policies;

4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR 8, prohibits discrimination against handicapped disabled individuals;

5) Section 3 of the Housing and Urban Development Act of 1968 (implemented at 24 CFR Part 135) when the amount of assistance exceeds $200,000 or a contract or subcontract exceeds $100,000;

   a) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 135 regulations.

   b) DEVELOPER agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

   c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

The notice shall describe the Section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

d) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME Funds should be given to low-income persons residing within the unit of general local government or the metropolitan area as determined by HUD, in which the project is located.

e) To the greatest extent feasible, contracts for work to be performed in connection with any such Project should be awarded to business concerns, including but not limited to individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area (or nonmetropolitan County) as the project.

f) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

g) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

6) Minority and Women Employment: the requirements of Executive Orders 11625, 12432 and 12138; and 2 CFR 200.321. PJ shall attempt to maximize the participation of Minority-Owned Business Enterprises and Women-Owned Business Enterprises (MBE/WBE) in Projects funded through the HOME Program.

a) Definition of Minority-Owned and Women-Owned Business Enterprises: Any relevant business that is **at least 51% owned, operated, and controlled** by one or more minority person(s) or women shall be considered a Minority-Owned Business Enterprise or Women-Owned Business Enterprise.

b) PJ implements the following procedures in an attempt to achieve maximum participation by MBE and WBE in the HOME Program and other programs funded by the U.S. Department of Housing and Urban Development (HUD):

i. Administration of the MBE and WBE Outreach Program will be the responsibility of the Lake County Community Development Administrator.

ii. To help contractors and partner agencies expand the use of Minority-Owned and Women-Owned Businesses Enterprises, the Illinois Capital Development Board maintains a directory of firms certified as MBE or WBE by the Illinois Department of Transportation or the Illinois Department of Central Management Services. This database is searchable by county or trade. All local Minority-Owned and Women-Owned Business Enterprises will be encouraged to apply for inclusion on this list. The database is available online at the following URL: www.cdb.state.il.us/CDBWEB_MBEFBE.nsf/websearch?OpenForm. The website address will be included in the HOME Housing Management Guide that is distributed to all recipients of HOME Housing Funds and any other interested parties. PJ will provide assistance in navigating this website and provide a current printed list of MBEs and WBEs from this website upon request.

iii. Recipients of HOME funds will be required to identify all MBEs and WBEs utilized on their Project and document efforts in obtaining bids, price quotes or proposals from MBEs and WBEs for their particular project PJ will tabulate the utilization of MBEs and WBEs by all participants and submit the required reports to HUD.

iv. Lake County Community Development staff will work with Lake County Partners to sponsor and/or participate in local business conferences and encourage the increased utilization of MBEs and WBEs. The Consortium will also take every opportunity to express its interest in the use of MBEs and WBEs for its own projects.

v. Consortium staff will develop informational materials on contract/subcontract opportunities for Minority-Owned Business Enterprises and Women-Owned Business Enterprises. These materials will be available at the Lake County Community Development office and on Lake County's website located at: www.lakecountyil.gov.

vi. Recipients of HOME funds will be required to have procurement procedures that will award contracts to organizations with the most cost effective and responsive bid or quote; therefore, MBEs and WBEs and all other bidders will have equal access to available contracts and business.

vii. This statement of public policy and commitment to MBEs and WBEs shall be published annually in a newspaper of general circulation. The publication will appear whenever new funding is awarded, but not less frequently than once per year.

7) Build America Buy America

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice "Public Interest Phased Implementation Waiver for FY2022 and FY 2023 of Build America, By America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001). Any funds obligated by HUD on or after the applicable listed effective dates are subject to BABA requirements unless excepted by a waiver.

8) <u>§ 92.354 Labor</u>:

   a) This subsection of Paragraph 20.B.8 applies to HOME-assisted Projects with at least twelve (12) HOME units. The provisions of the Davis Bacon Act P.L. 86-624, as amended, (40 U.S.C.276a-276a-5) and Related Acts apply; DEVELOPER is required to receive written permission and amendment to this Agreement to expand the number of HOME units beyond the current Agreement scope.

   b) The Contract Work Hours & Safety Standards Act as per 92.354 (40 U.S.C. 327 et. seq.) and 29 CFR Parts 1, 3, 5, 6 and 7 apply under this Agreement.

   c) The Copeland "Anti-Kickback" Act (40 U.S.C. 276c) applies to this Project.

   d) The Housing and Urban Development Act of 1968, Section 3 (12 U.S.C. 1701u) applies to this Agreement and every contract or agreement DEVELOPER may enter into in order to fulfill this Project and Agreement.

   e) Illinois Prevailing Wage Act: This Agreement may call for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where work is performed. For information regarding current prevailing wage rates, please refer to the Illinois department of Labor's website at: http://www.state.il.us/agency/idol/rates/reates.htm. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to all wage, notice and record keeping duties. If DEVELOPER believes that the Project governed by this Agreement is not subject to the Prevailing age Act, DEVELOPER must provide the County with a letter from the Illinois Department of Labor confirming that DEVELOPER is not subject to the Prevailing Wage Act, otherwise the County shall assume that the Prevailing Wage Act applies and that DEVELOPER is subject to the provisions of the Prevailing Wage Act.

9) <u>§ 92.356 Conflict of Interest</u>: In the procurement of property and services by participating jurisdictions, State recipients, and DEVELOPERs, the conflict of interest provisions in 2 CFR 200 apply. In all cases not governed by 2 CFR 200, the provisions of 24 CFR 92.356 apply.

   a) Per 24 CFR 92.356(f): no owner, developer, or sponsor of a project assisted with HOME Funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor) **may occupy a HOME-assisted affordable housing unit** in a project during the required Period of Affordability specified in §92.254(e). This provision does not apply to an individual who receives HOME Funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

b) Additionally, per 24 CFR 92.356(b): no officer, employee, agent, consultant, elected official or appointed official of the Consortium, or its designees or agents, member of the governing body of the Consortium or the DEVELOPER (and no one with whom they have family, personal, business or professional ties) who exercise or have exercised any functions or responsibilities with respect to projects assisted with HOME Funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities **may obtain a financial interest or benefit from a HOME-assisted project**, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family, personal, business or professional ties, during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the HOME-assisted project funded under this Agreement.

c) DEVELOPER agrees that it will incorporate into every written contract the following provision: "INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no officer, employee, agent, consultant, elected officials or appointed officials of the Contractor, or its designees or agents, member of the governing body of the Contractor (and no one with whom they have family, personal, business or professional ties) who exercise or have exercised any functions or responsibilities with respect to projects assisted with HOME Funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or benefit from a HOME-assisted project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family, personal, business or professional ties, during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the HOME-assisted project funded under this Agreement."

d) If such a conflict does exist, DEVELOPER is bound to disclose officially in writing, on DEVELOPER's letterhead, the nature and extent of that conflict to PJ, prior to execution of this Agreement or if discovered subsequently to disclose such conflict as soon as it occurs or is known.

e) PJ may grant an exception to this Conflict of Interest provision upon written request of DEVELOPER, on a case-by-case basis, if PJ determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of DEVELOPER's HOME-assisted project. In making such a determination, PJ shall consider the factors set out in 24 CFR 92.356(f)(2).

f) Failure to comply with Conflict of Interest provisions set-forth above may result in termination of this Agreement as described in Paragraph 18 of this Agreement.

10) Environmental Reviews: the requirements found in 24 CFR 92.352, 24 CFR 58.35(a)(4), the National Environmental Policy Act (NEPA) of 1969, Flood Insurance requirements found in Section 202 of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and its regulations which impose specific prohibitions and conditions upon acquisition, new construction or rehabilitation of a federally assisted project located in an area identified as having special flood hazards. PJ shall require and monitor compliance where an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards and DEVELOPER shall be responsible for assuring the flood insurance under the National Flood Insurance Program is obtained and maintained. Copies of records pertaining to flood insurance protection shall be provided to PJ upon request. For any property acquired with HOME funds that requires flood insurance protection, DEVELOPER must maintain records demonstrating beneficiary's annual renewal of flood insurance throughout the Period of Affordability. DEVELOPER shall also be responsible for the Environmental Review requirements laid out in Paragraph 2.F of this Agreement.

11) The Project shall meet the requirements of Site and Neighborhood Standards as per 24 CFR 92.202.

12) For pre-1978 units, DEVELOPER shall meet the requirements at 24 CFR 92.353, Lead-Based Paint Poisoning Prevention Act of 1971 (42 U.S.C. 4821 et. seq.), Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), 24 CFR Part 35, 982.401(j) and Subparts A, B, J, K, M and R (except paragraph 982.401(j)(1)(i)), and EPA *Renovation, Repair and Painting Final Rule*, 40 CFR 745. When occupants are present in a property, occupants shall be temporarily relocated, if determined to be necessary, as required at 24 CFR 92.353(b). Exhibit L specifically reference Lead-Based Paint mitigation requirements. DEVELOPER shall ensure that the Project property remains in compliance with all Lead-Based Paint codes and regulations.

13) DEVELOPER shall follow the requirements found in 24 CFR 92.353, Uniform Relocation and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655), 49 CFR Part 24, 24 CFR Part 42, Subpart B, and Section 104(d) "Barney Frank Amendments." Additionally, DEVELOPER shall abide by the Lake County Residential Anti-Displacement and Relocation Assistance Plan for temporary relocation and permanent displacement of persons occupying HOME-assisted Projects.

14) Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally-conducted programs and activities.

15) Pursuant to 24 CFR 87.100, the undersigned representative of DEVELOPER certifies, to the best of his or her knowledge and belief, that:

   a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of DEVELOPER, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement.

   b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any DEVELOPER, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned representative of DEVELOPER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   c) The undersigned representative of DEVELOPER shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, agreements, etc.) and that all DEVELOPERs shall certify and disclose accordingly.

   d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16) <u>Uniform Administrative Requirements</u>: DEVELOPER shall administer the HOME funds in conformance with the regulations, policies, guidelines and requirements of 24 CFR 92.504 and 24 CFR 92.505, 2 CFR Part 200 as they relate to the acceptance and use of Federal funds for the Project.

   a) <u>Procurement, Finances, Administration</u>: DEVELOPER shall administer HOME funds such as procurement, financial management system, CHDO Proceeds, and other administrative responsibilities in accordance with 2 CFR Part 200, as applicable, and shall follow 24 CFR 92.251 covering utilization of real property.

   b) <u>Audits</u>: DEVELOPER shall adopt the audit requirements in accordance with 2 CFR Part 200 Subpart F if DEVELOPER expends $500,000.00 or more in federal funds in a year, and specifically the audit requirements of 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. PJ may arrange for its own staff or an independent certified public accountant to make periodic audits of the fiscal and accounting operations of DEVELOPER. PJ may make an examination of DEVELOPER's fidelity bonding and fiscal and accounting procedures to determine whether these procedures meet the requirements of this Agreement.

c) Cost Principles and Eligible Costs: DEVELOPER shall comply with the requirements of 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable, 24 CFR 92.206, and as described per implementing rules and regulations of the Program.

d) DEVELOPER shall permit the authorized representatives of PJ, HUD and the Comptroller General of the United States to inspect and audit all data and reports of DEVELOPER relating to its performance under the Agreement.

17) Debarment: In line with Paragraph 9.C of this Agreement, neither the DEVELOPER nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement or any other covered transactions by any Federal agency; DEVELOPER will verify that all contractors (including subcontractors) completing work as per this Agreement are presently not excluded nor pending exclusion and submit verification documentation as found at the Federal System for Award Management online resource: http://www.sam.gov/portal/public/SAM. DEVELOPER will provide PJ with said documentation prior to incurrence of expenses so as to allow for PJ verification. No funds will be disbursed to the DEVELOPER for any work completed by a debarred or excluded contractor.

21. FAIR HOUSING REQUIREMENTS

A. To the extent practicable, DEVELOPER shall market the Project by working with third parties that serve underrepresented members of protected classes under the Fair Housing Act and Illinois Human Rights Act.

B. DEVELOPER shall post a Federal Fair Housing Poster in its office. The poster shall be placed in an area that is visible to all Project beneficiaries and visitors.

C. DEVELOPER shall provide all Project beneficiaries with information regarding fair housing rights under the Fair Housing Act and Illinois Human Rights Act, document beneficiaries' receipt of such information, and provide a copy of the documentation to PJ within one (1) month of sale of the Project unit. PJ shall approve DEVELOPER's fair housing rights information prior to its distribution to Project beneficiaries. The fair housing rights information shall include the contact information for Prairie State Legal Services and Lake County Community Development.

D. DEVELOPER shall attend a fair housing rights training session annually, from the time of Agreement execution through the Period of Affordability. PJ shall host two fair housing rights training sessions per year, and provide notice of such session to DEVELOPER. DEVELOPER may attend either of the sessions, or attend a training session offered by a third party to fulfill the annual requirement. PJ staff shall track attendance at training sessions to ensure DEVELOPER's compliance with this Paragraph.

E. Failure of DEVELOPER to comply with the annual fair housing training session requirement or the distribution of fair housing rights information requirement will constitute a violation of this Agreement and may result in a remediation plan, withholding of future payments, termination of the Agreement, or required repayment of all funds disbursed under this Agreement. The extent of action taken shall be determined by PJ on a case-by-case basis.

22. DEVELOPER shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR Part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR Part 170.

23. <u>NON-DISPARAGEMENT</u>

A. DEVELOPER agrees that it shall take no action which is intended, or would reasonably be expected, to either defame or disparage the PJ or any of PJ's employees.

B. For purposes of this provision:

1) "Disparage" shall mean the making of any false statement, written or oral, about the PJ's ability to perform its duties under the HOME Program, this Agreement, or any responsibilities related thereto.

2) "Defame" shall mean the making of any slanderous or libelous statement that damages the reputation of the PJ or its employees.

C. PJ will report all incidences of disparagement or defamation to the Housing and Community Development Commission and the County Board as part of the Grant Performance Update.

D. DEVELOPER and PJ hereby agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in either party refusing to enter into the Agreement.

E. This non-disparagement provision shall remain enforceable throughout the term of this Agreement and for a period of twelve (12) months after the conclusion of the Period of Affordability.

F. Nothing herein shall prevent DEVELOPER from making any truthful statement in connection with any legal proceeding or investigation by the PJ, HUD, or any other governmental authority.

24. <u>MISCELLANEOUS PROVISIONS</u>

A. <u>Amendments</u>: This Agreement may not be amended without PJ approval. Any amendment to this Agreement must be in writing and signed by a duly authorized representative of both parties. Such amendment(s) shall not invalidate this Agreement, nor relieve or release PJ or DEVELOPER from its obligations under this Agreement. However, PJ may amend this

Agreement without DEVELOPER approval, to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PJ and DEVELOPER.

B. Subject to Financial Assistance: This Agreement is made subject to financial assistance agreements between the PJ and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this Agreement.

C. Assignment: Except as provided per Contractor Selection and Bidding hereof, DEVELOPER shall not assign this Agreement or any part thereof and DEVELOPER shall not transfer or assign any HOME funds, property or assets acquired using HOME funds or claims due or to become due hereunder, without the written approval of the PJ having first been obtained.

D. Headings: The section and paragraph headings of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement, and should be ignored in construing or interpreting this Agreement.

E. Severability: If a provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement, or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

F. Integration: This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their signatures hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

G. Agreement Duration: As delineated in Paragraph 8, this Agreement will remain in effect for the Period of Affordability required by Federal regulation under the HOME Program and record keeping requirements as prescribed herein, unless determined by PJ pursuant to the terms of this Agreement above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates recited below.

LAKE COUNTY CONSORTIUM

By: Dominic Strezo
Dominic Strezo, Community Development Administrator

Date: 12/4/2025

COMMUNITY PARTNERS FOR AFFORDABLE HOUSING

By: Robert Anthony
Rob Anthony, President

Date: 12-3-25

ATTACHMENT 3

COMMUNITY PARTNERS for AFFORDABLE HOUSING

Main Office
800 S. Milwaukee Ave., Suite 201 Libertyville, IL 60048

Community Partners for Affordable Housing
Resident Selection Criteria

Non-Discrimination Policy
Community Partners for Affordable Housing (CPAH) is an Equal Housing Opportunity provider and conducts business in accordance with the U.S. Fair Housing Act, the Illinois Human Rights Act and City of Highland Park and other local anti-discrimination laws and policies. The fair housing logo will be used on all promotional material.

Threshold Eligibility Criteria Income
Maximum household income must not exceed 120% of the Chicago area median income (AMI), adjusted for household size, as published from time to time by the Department of Housing and Urban Development. In the case where funding sources require lower household income, those regulations will prevail. In most cases, funding sources require the total household income to be less than of 80% of the Chicago AMI, adjusted for household size.

Housing and Debt Ratios
Housing to Income Ratios (defined as monthly housing payment for principal, interest, taxes and insurance divided by monthly household income) may not exceed 35% of gross household income. Debt to Income Ratios (defined as total monthly household debt payments divided by monthly household income) may not exceed 43% of gross household income. Combined Loan To Value Ratios (defined as the total of loan amounts divided by the re-sale restricted value of the home) may not exceed 100%.

Assets
Non retirement-restricted assets for the household may not exceed 100% of the Chicago AMI for the household size, measured after house closing. The Board will publish an approved list of inclusions and exclusions (see list in packet) for purposes of calculating the value of assets subject to this requirement. In addition to the foregoing, the head of household or spouse/domestic partner may not own other residential property at the time of purchase. Retirement assets are not subject to an asset limit.

Down Payment
Homebuyers are required to contribute a minimum of 1% of the net purchase price or $1,000, whichever is greater, of their own funds as earnest money that will be applied to the purchase of the home.

Gifts
Gifts to help purchase the home may not exceed $10,000.

Reserves.
Homebuyers must have at least one month of principal, interest, taxes, insurance and condo/homeowner association fees in reserve prior to closing.

www.cpahousing.org
phone 847.263.7478
fax 847.796.8060

<u>Homebuyer Education</u>

Homebuyers must complete the CPAH Information Session and a HUD certified homebuyer education class either at CPAH or another HUD certified program. County Affordable Housing Corporation's pre-purchase counseling program or other pre-purchase counseling certified by the U.S. Department of Housing and Urban Development. First-time homebuyers are defined as individuals who have not owned a home during the prior three-year period, a single parent who has only owned with a former spouse while married, an individual who is a displaced homemaker and has only owned with a spouse, an individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations, and an individual who has only owned a property that was not in compliance with State, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

<u>Mortgage Qualified</u>

Applicants must be mortgage qualified by a participating mortgage lender. A pre-approval letter must be submitted.

<u>Residency Requirement</u>

Applicants must be legal residents of the United States.

<u>Secondary Selection Criteria</u>

For the purpose of ordering the waiting list in instances where there are two or more households who are determined through the application process to be conditionally eligible and qualify for the same dwelling unit under the occupancy guidelines below, priority will be given to households who meet the following criteria:

Local Priority

Households who have lived for the past 12 consecutive months in the community where the home is located or the head of household or spouse/domestic partner works in the community where the home is located will receive a local priority. An individual will be considered to work in the community if he/she is currently employed or has a bona fide offer to work in the community. For purposes of this policy, a person must work in community at least 20 hours per week to be considered to work in the community. For purposes of this policy, an applicant will be considered a resident of the community if they rented in the community within five years of submitting their application and were involuntarily displaced as a result of fire, disaster, government action, or action by a private owner that the tenant could not control or prevent. For purposes of this policy, a person shall qualify as the head of household's "Domestic Partner" if: (i) neither the head of household nor such person is married; (ii) each of the head of household and such person is at least eighteen (18) years old and competent to consent and enter into legally binding contracts; (iii) the head of household and such person are not related to each other by blood closer than would bar marriage in the State of Illinois; (iv) the head of household and such person is each other's sole Domestic Partner; (v) the head of household and such person are mutually responsible for each other's common welfare; and (vi) such person satisfies at least one of the following criteria: (a) such person is the primary beneficiary under the head of household's will; (b) the head of household and such person have joint ownership of a motor vehicle; (c) the head of household and such person have a bona-fide joint credit account; (d) the head of household and such person have a bona-fide joint checking or savings account; (e) such person is designated as the primary beneficiary of the head of household's life insurance or retirement benefits; or (f) such person holds a power of attorney for healthcare decisions for the head of household.

Low-Income
Households with incomes that do not exceed 80% of the Chicago AMI will receive a low-income priority. In the case where funding source mandate maximum incomes lower than 80% of the Chicago AMI, those regulations will prevail.

Affordable Housing Inventory
With the approval of the Board of Directors, and when permitted by funding sources, households who have sold or entered into a contract to sell their dwellings to CPAH, thereby contributing to CPAH's affordable housing inventory, will receive an affordable housing inventory priority.

Occupancy Guidelines.
To ensure that units are not underutilized, household size will be matched to the following unit sizes whenever possible:

Unit Size Minimum Household Size

1	BR 1
2	BR 2
3	BR 3
4	BR 5

The maximum occupancy in homes purchased or rented under the program will be based on the regulations established by the unit of local government where the home is located.

SALES AGREEMENT

To be provided; anticipated to have under contract in January 2026.

THE HIGHLAND PARK HOUSING COMMISSION

RESOLUTION NO. 09-2025

A RESOLUTION AUTHORIZING THE SECOND 2025 SCATTERED SITE AFFORDABLE HOUSING DISBURSEMENT FROM THE HOUSING TRUST FUND OF A PAYMENT TO COMMUNITY PARTNERS FOR AFFORDABLE HOUSING EXPENSES

WHEREAS, the Highland Park Housing Commission (***"Commission"***) is an independent municipal corporation created pursuant to Section 33.1101 of "The Highland Park Code of 1968," as amended (***"City Code"***); and

WHEREAS, pursuant to Section 33.1133 of "The Highland Park Code of 1968," as amended (***"City Code"***), the Commission is solely responsible for the City of Highland Park Affordable Housing Trust Fund (***"Housing Trust Fund"***); and

WHEREAS, the purposes of the Housing Trust Fund include: (i) to provide financial resources to address the affordable housing needs of individuals and families of low- and moderate- income households who live or work in the City by promoting, preserving, and producing long-term affordable housing and related services; and (ii) to provide support for not-for-profit organizations that actively address the affordable housing needs of low- and moderate-income households; and

WHEREAS, on February 5, 2025, the Commission considered and approved an agreement with Community Partners for Affordable Housing (***"CPAH"***) for the provision of a grant by the Commission to CPAH, in the amount of $293,550 to be used by CPAH for the acquisition of at least three properties in the City to be prepared and used as affordable housing (***"Scattered Site Agreement"***); and

WHEREAS, Section 33.1133(C)(l) of the City Code requires that disbursements from the Housing Trust Fund shall not be made except by the City Finance Director upon the written direction of the Commission by resolution duly adopted; and

WHEREAS, the Commission has determined that it will serve and be in the best interest of the Commission, the City, and its residents to authorize the City Finance Director to encumber funds from the Housing Trust Fund in an amount not to exceed $293,550 for the payment to CPAH of the aforementioned grant, in accordance with the terms and conditions of this Resolution and the Scattered Site Agreement; and

WHEREAS, the 2025 Scattered Site Grant Agreement was approved for three drawdown requests and this is the **second drawdown request.** The following drawdowns have been made;

(a) Drawdown no. 1 of $97,850 for acquisition of 661 Homewood Avenue – Under consideration by HC at Jan. 7, 2026 Housing Commission meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLAND PARK HOUSING COMMISSION, as follows:

THE HIGHLAND PARK HOUSING COMMISSION

RESOLUTION NO. 09-2025

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Highland Park Housing Commission.

SECTION TWO: DISBURSEMENT. The Commission hereby authorizes the City Finance Director to disburse up to **$97,850.00** to CPAH to reimburse CPAH for the purchase by CPAH of the real property located at **1342 Ferndale Avenue**, Highland Park, Illinois, in accordance with the Scattered Site Agreement. This is Disbursement **#2**.

SECTION THREE: AUTHORIZATION. The Chairman of the Commission and the City Finance Director are hereby authorized and directed to execute such documentation as may be necessary to effectuate the disbursement authorized in Section Two of this Resolution.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the Housing Commission.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

____
Vice Chair Sherri Farris, Acting Chair

ATTEST

____
Zubin Coleman, Staff Liaison

GRANT AGREEMENT

Between

COMMUNITY PARTNERS FOR AFFORDABLE HOUSING

and

CITY OF HIGHLAND PARK HOUSING COMMISSION

This **GRANT AGREEMENT** (the **"Agreement"**) is entered into as of February 5, 2025, between **COMMUNITY PARTNERS FOR AFFORDABLE HOUSING**, a 501(c)(3) nonprofit corporation, with offices at 800 Milwaukee Avenue, #201, Libertyville, IL 60048, and the **CITY OF HIGHLAND PARK HOUSING COMMISSION**, an Illinois municipal corporation, with offices at 1150 Half Day Road, Highland Park, IL 60035.

SECTION 1. RECITALS.

A. The Housing Commission was created by the City of Highland Park, Illinois (**"City"**) for purposes of promoting the development and preservation of decent, affordable housing in the City.

B. The Housing Commission administers the Highland Park Affordable Housing Trust Fund (**"Fund"**), which Fund was established pursuant to ordinance of the City in May 2002.

C. On February 5, 2025, the Housing Commission considered and approved a motion to approve a grant in the amount of $293,550 for the purchase of three residential units to be maintained permanently as affordable housing units (**"Grant"**), subject to, among other things, the Housing Commission and Grantee entering into this Agreement and certain other documents and agreements evidencing, securing and/or pertaining to the Grant (collectively, the **"Grant Documents"**).

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties agree as follows:

SECTION 2. DEFINITIONS. Whenever used in this Agreement, the following terms have the following meanings, unless a different meaning is required by the context:

"Completion Date": For each Property that is sold by Grantee to third-party purchasers, the date which is eighteen months after the date on which Grantee conveys to a third-party purchaser its ownership interest in that Property.

"Effective Date": The date set forth in the first paragraph of Page 1 of this Agreement.

"Grant": The funds that the Housing Commission has agreed to provide to Grantee pursuant to the terms of this Agreement.

"Grantee": Community Partners for Affordable Housing, a 501(c)(3) nonprofit corporation.

"Housing Commission": The City of Highland Park Housing Commission, an Illinois municipal corporation, and its authorized designees.

"Parties": The Housing Commission and the Grantee, collectively.

"Schedule of Construction": The schedule for commencement and completion of construction of the Project, as set forth in **Exhibit C** which is attached to and incorporated herein by reference.

SECTION 3. PURPOSE AND SCOPE.

Grantee intends to enter into contracts for the purchase of single-family, condominium, or townhome dwellings located at one or more scattered sites in the City, together with all improvements and fixtures thereon and all personal property located on or used in connection therewith (collectively, the **"Properties"**). Grantee proposes to acquire, and make available for purchase or rental by low-income and moderate-income households, the Properties, in accordance with this Agreement, and as more specifically described in the project summary set forth in **Exhibit A** attached hereto and incorporated herein by reference (**"Project Summary"**). The development and sale activity, and all related undertakings by Grantee, is/are referred to in this Agreement as the **"Project"**.

SECTION 4. PERFORMANCE OF PROJECT.

A. Project Schedule. Grantee shall undertake the Project pursuant to the Project Summary and the Schedule of Construction, and shall notify and consult with the Housing Commission whenever any event prevents the timely completion of the Project.

B. Project Construction. Grantee shall construct the Project, or use reasonable efforts to ensure that the Project is constructed, in the manner contemplated by the Project Summary. Neither the Project Summary nor the Schedule of Construction shall be modified or amended except upon the prior written approval of the Housing Commission.

C. Leases. Properties for which Grantee will retain ownership, for lease to third-party tenants, must be made available for lease not later than the date that is six months after the date of completion by Grantee of necessary rehabilitation of each respective Property. All leased Properties must be maintained at all times in a good and habitable condition and in accordance with all applicable property maintenance laws and regulations.

SECTION 5. GRANT DISBURSEMENTS.

A. Draw Requests. Subject to the terms and conditions of this Agreement and the other Grant Documents, the Housing Commission shall provide the Grant to the Grantee pursuant to written draw requests submitted by Grantee to the Housing Commission (**"Draw Request"**); provided, however, that the Housing Commission shall have no obligation to disburse any portion of the Grant to the Grantee except upon delivery by the Grantee to the Housing Commission of the following documents and information, in form and substance satisfactory to the Housing Commission and its counsel in their sole discretion:

1. Evidence Regarding the Acquisition of the Properties. CPAH shall provide the Housing Commission with evidence of the seller, location, and anticipated purchase price of the specific Property or Properties to which the particular Draw Request pertains.

2. Compliance with Housing Commission's Requirements. A certification from Grantee that Grantee, to its best knowledge, has complied with the Housing Commission's requirements set forth in Grantee's Grant Application, as approved by the Housing Commission.

3. Evidence Regarding Funding for Project. Evidence (a) of all of Grantee's funding commitments, and (b) that Grantee's sources and applications of funds for the Project, including all equity, debt and grant funds, have not materially changed in any way that would adversely affect Grantee's ability to perform under this Agreement.

4. Marketing Plan and Resident Selection Plan. A marketing plan and resident selection plan for the Properties.

5. Pricing of Units. Documentation on the pricing of the Properties, as stated in the Project Summary.

6. Compliance with Uniform Relocation Act. Evidence of its compliance with the relocation noticing provisions and a copy of its relocation plan, to the extent applicable, as required by the Uniform Relocation Act, 42 U.S.C. 61 *et seq.*

7. Additional Documents. Such other documents as the Housing Commission, its designees, or its counsel may reasonably request as a condition precedent to disbursement of any portion of the Grant.

B. Deadline for Submittal of Draw Requests. Grantee shall submit all Draw Requests within 24 months after the Effective Date of this Agreement; provided, however, that Grantee may request an extension of such date, which request shall be reviewed by and shall be subject to approval by the Housing Commission, in its sole discretion. The Parties acknowledge and agree that the granting of any such extension shall not require an amendment to this Agreement. Grantee acknowledges and agrees that it will have no right or claim to any portion of the Grant for which a Draw Request is not timely submitted in accordance with the requirements of this Section 5.B.

SECTION 6. LEASES AND TRANSFERS OF PROPERTY.

To protect and maintain the goals of Grantee and the Housing Commission, at no time shall title to any portion of any Property be leased, transferred, or encumbered except in compliance with the requirements set forth in this Section 6. For purposes hereof, "transfer or encumbrance" includes (a) any sale, lease, sublease, conveyance, assignment, pledge, or mortgage of any portion of, or interest in, any Property, and (b) any transfer, encumbrance, or pledge of any ownership or controlling interest in (i) Grantee; (ii) any other entity that owns or occupies any of the Properties or any part thereof; or (iii) any constituent (e.g. shareholders, partners, or members) of Grantee or any such owning or occupying entity.

A. <u>Execution and Recordation of Restrictive Covenant.</u> Not later than three business days after acquiring a Property, and prior to leasing, transferring, or encumbering any Property, Grantee must execute and record a restrictive covenant against the Property to preserve the affordability of the Property (***"Restrictive Covenant"***), in the general form of **Exhibit B** attached hereto and incorporated herein by reference. In connection therewith:

1. The Restrictive Covenant must contain, without limitation, the following provisions:

a. The seller of the Property must provide written notice to the Housing Commission of any transfer of ownership of any portion of the Property, which notice must include the full contact information of the new owner(s) of the Property;

b. The Property must be maintained, operated, marketed, and used as affordable housing in strict compliance with the then-applicable marketing plan, resident selection plan, and pricing documentation submitted by Grantee pursuant to Sections 5.A.4 and 5.A.5 of this Agreement, except as may be approved by the Housing Commission, by resolution duly adopted, in its sole and absolute discretion;

c. The Housing Commission may enforce the Restrictive Covenant, which enforcement may include specific performance, the filing and foreclosure of liens, and reimbursement of the Grant; and

d. In the event of a change in law that affects the existence or organization of the Housing Commission, the City of Highland Park may exercise all rights granted to the Housing Commission pursuant to the Restrictive Covenant.

2. In the event that Grantee has granted any mortgage or other security interest in any Property prior to recordation of the Restrictive Covenant, the mortgagee or holder of the security interest must either: (a) release its mortgage or security interest prior to recordation of the Restrictive Covenant; or (b) agree in writing to subordinate its interest in the Property to the Housing Commission.

B. <u>Marketing, Resident Selection, and Unit Pricing.</u> All Properties for which a Draw Request has been submitted by the Grantee and approved by the Housing Commission must be maintained, operated, marketed, and used in strict compliance with the then-applicable marketing plan, resident selection plan, and pricing documentation submitted by Grantee pursuant to Sections 5.A.4 and 5.A.5 of this Agreement, except as may be approved by the Housing Commission, by resolution duly adopted, in its sole and absolute discretion.

C. <u>Transfers and Encumbrances.</u> No portion of any portion of any Property be leased, transferred, or encumbered without the prior written consent of the Housing Commission in each instance, unless such transfer or conveyance complies in all respects with the terms and conditions of this Agreement and of the Restrictive Covenant; provided, however, that Grantee may transfer all or any portion of a Property to a wholly-owned subsidiary, parent corporation, or affiliate of Grantee upon notice to, but without the need for written consent of, the Housing Commission.

SECTION 7. REPORTING AND NOTICES.

So long as this Agreement is in effect, Grantee shall:

A. Progress Reports. Deliver to the Housing Commission, on a quarterly basis or on such other timeline as requested by the Housing Commission, progress reports in form and substance acceptable to the Housing Commission, setting forth such information as the Housing Commission shall require, including but not limited to pricing of the Properties, income qualifications of initial purchasers of the Properties, stages of completion of construction, schedule updates, reports on the use of funds, evidence of Grantee's financial status, and performance relative to the Agreement in a form to be provided by the Housing Commission. To further permit the verification of such status, Grantee will permit any person designated by the Housing Commission to visit and inspect the Project, and to review the books and financial records of Grantee, and Grantee will discuss its affairs, finances and accounts with the Housing Commission at such reasonable times and as often as may be requested by the Housing Commission.

B. Quarterly Reports to Housing Commission. CPAH shall provide the above quarterly reports on the following schedule:

May 1, 2025, August 1, 2025 November 1, 2025, January 1, 2026.

C. Notice to Be Provided to Housing Commission. Promptly give written notice to the Housing Commission as soon as reasonably possible of:

1. Any condition, event or act which constitutes an Event of Default (as defined in Section 12 of this Agreement) or which, with the giving of notice or lapse of time, or both, could constitute an Event of Default under this Agreement;
2. Any pending material litigation or any government order specifically and materially affecting Grantee or the Project;
3. Any change of name, address, identity, or ownership of Grantee;
4. Any other event or fact which may reasonably be deemed by the Housing Commission to adversely affect the financial or operating conditions of either Grantee or the Project; and
5. Any other event or fact for which notice is required by this Agreement or other applicable law or regulation.

SECTION 8. RECORDKEEPING, MONITORING, EVALUATION AND AUDIT.

A. Retention of Records. Keep such beneficiary and other demographic records and financial information as the Housing Commission may require. Such records will include information pertaining to (1) authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income as applicable, and (2) Project performance and efforts to comply with the provisions of the Agreement. All such records, and all other records pertinent to the Grant and work undertaken as part of this Agreement, shall be retained by Grantee for the duration of the

Agreement. Grantee shall furnish the Housing Commission with any periodic reports it may request pertaining to the activities undertaken under this Agreement, and certify the accuracy of the information contained in the periodic reports, including any close-out reports, the costs and obligations incurred in connection with the Project and any other matters covered by this Agreement. Grantee shall furnish the Housing Commission operating statements, if any, and other such financial and Project information which it shall require. Failure to submit requested reports or records within a reasonable time after request may result in termination of this Agreement. If any claim, litigation, or audit is started before expiration of this Agreement, the records shall be retained by Grantee until all litigation, claims, or audit findings involving the records or the Agreement have been fully resolved or terminated.

B. **Access to Property.** During the Project, Grantee shall grant representatives and designees of the Housing Commission access to the Properties on a monthly basis, or such other time as reasonably requested by the Housing Commission, for the purpose of inspecting Grantee's progress in completing the Project and for review of Grantee's and the Project's books and records, all at Grantee's cost and expense.

SECTION 9. OTHER TERMS AND CONDITIONS.

A. **Recognition of Housing Commission's Contribution.** Give recognition to the Housing Commission for its contribution to the Project in any advertisements (printed or radio and television) that promote the Project, and in any literature, programs, leaflets, flyers and other materials that promote the Project.

B. **Compliance with Fair Housing Amendments Act.** At all times (i) manage the Project in compliance with the Fair Housing Amendments Act of 1988 and any similar State of Illinois fair housing laws, and (ii) affirmatively market the Project to all eligible beneficiaries in a non-discriminatory manner.

C. **Compliance with Laws.** Take all actions necessary to preserve its right to continue business and operate within the limits set forth in its governing corporate or partnership documents, and under the applicable laws, regulations and ordinances of the United States of America, and any state or political subdivision thereof.

SECTION 10. NEGATIVE COVENANTS.

So long as this Agreement remains in effect, Grantee shall not, without the prior written consent of the Housing Commission:

A. **No Violation of Laws.** Permit any violation or notice of violation of any law, ordinance or regulation of any governmental authority, during or after construction of the Project, including all environmental laws, ordinances or regulations.

B. **No Change in Nature of Business.** Substantially change the nature of Grantee's business from that currently being conducted; or change the nature or scope of the Project.

C. **No Religious Service Requirements.** Require persons to participate in any religious service as a condition of receiving shelter or any other housing related assistance.

D. <u>**No Conflict of Interest.**</u> The Grantee will ensure that it has adequate procedures in place to enable early identification and effective management of any conflicts of interest which it or its Staff may have in relation to this Agreement. Upon identification by Grantee of a conflict of interest, it will notify the Housing Commission of the conflict and of its proposed plan for management of the conflict.

SECTION 11. TERMINATION OF CERTAIN OF GRANTEE'S OBLIGATIONS.

As of the respective Completion Date for each Property sold by Grantee to a third-party purchaser, Grantee's obligation to deliver progress reports to the Housing Commission as set forth in Section 7.A of this Agreement for such Property shall be on an annual basis (rather than a quarterly basis), or on such other timeline as the Housing Commission may request.

SECTION 12. EVENTS OF DEFAULT AND ENFORCEMENT.

A. <u>**Event of Default.**</u> If Grantee defaults in the performance or observance of any covenant, agreement or obligation under this Agreement, the Restrictive Covenant, or any other Grant Document, or if the Housing Commission at any time reasonably believes after appropriate inquiry that completion of the Project is impaired, or has reason to believe after appropriate inquiry that the Project will not be approved by the appropriate governmental and regulatory authorities, and if such default or non-performance remains uncured for a period of 60 days after written notice specifying such default and the actions required to correct the same shall have been given by the Housing Commission to Grantee or other such person, then such uncured breach or default shall constitute an **"Event of Default"** hereunder.

B. <u>**Any Action at Law or In Equity.**</u> Upon the occurrence of an Event of Default under this Agreement, the Housing Commission may take whatever action at law or in equity as it deems most effectual to enforce the obligations of Grantee under this Agreement and to abate, prevent or enjoin any violation or attempted violation of the provisions of this Agreement as a result of such Event of Default or violation or attempted violation of the provisions of this Agreement; provided, however, that under no circumstances shall the Housing Commission have the right to recover monetary damages against any of Grantee's officers, directors, or shareholders in their personal capacities. Nothing in this Section 12.B shall be deemed or interpreted as prohibiting the Housing Commission from recovering monetary damages from Grantee or from any third-party purchaser of any portion of any of the Properties.

C. <u>**Specific Performance and Appointment of Receiver.**</u> In addition to any and all other available remedies, Grantee hereby consents and agrees that any one or more of the following remedies shall be available upon the occurrence of an Event of Default hereunder:

1. <u>Specific Performance.</u> Grantee hereby acknowledges and agrees that specific performance of the covenants and requirements of this Agreement shall be necessary to achieve the intent hereof; that no appropriate remedy at law would be available upon an Event of Default hereunder, or if available, any such remedy would be inadequate to implement the public purposes hereof; and that the Housing Commission would be irreparably injured by Grantee's failure specifically to perform the covenants and requirements hereof; and, therefore, that the Housing Commission shall

have the right to seek specific performance of any of the covenants and requirements of this Agreement or an order enjoining any violation of this Agreement, including voiding any rental or leasing arrangement, any contract for sale, or any sale or other transfer or conveyance of any of the Properties in violation of the terms of this Agreement.

2. Appointment of Receiver. Grantee hereby agrees that the appointment of a receiver for the Project may be necessary to prevent waste to the Properties following an Event of Default under this Agreement and, therefore, that the Housing Commission may require the appointment of a receiver for the Project to ensure the prompt and faithful performance of the terms and conditions of this Agreement.

D. Reimbursement; Damages. In addition to any and all applicable remedies, the Housing Commission, in accordance with the ordinance establishing the Fund, may require that Grantee, in the Housing Commission's sole discretion, to:

1. Reimburse the Housing Commission up to 100 percent of the Grant, plus interest thereon at the highest rate allowed by law, allocated by the Housing Commission to the Property and/or the applicable parcel or part thereof; or

2. In the case of Grantee's conveyance or other transfer of a Property in violation of the terms of the Restrictive Covenant, pay damages for the cost of creating or obtaining other comparable dwelling units to replace the Property in the event such Property can no longer be affordable housing for a Qualified Purchaser (as defined in the Restrictive Covenant).

E. Cumulative Remedies. Subject to the limitations hereinabove set forth, no remedy conferred upon or reserved to the Housing Commission by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or any related documents, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this Agreement shall impair any such right or power or shall be construed to be a waiver thereof.

SECTION 13. LIMITATION.

Notwithstanding anything to the contrary in this Agreement, in the Restrictive Covenant, or in the other Grant Documents, the Housing Commission shall not be required hereunder to disburse or obligate any funds to Grantee other than funds made available to the Housing Commission by the City.

SECTION 14. REPRESENTATIONS AND WARRANTIES.

In order to induce the Housing Commission to enter into this Agreement and to make the Grant, Grantee makes the following representations and warranties to the Housing Commission, effective as of the Effective Date of this Agreement, which representations and warranties shall survive the execution and delivery of the Agreement to the Housing Commission:

A. Organization and Standing of Grantee. Grantee is a 501(c)(3) nonprofit corporation duly organized and validly existing under the laws of the State of Illinois; it has the power to own its own properties and to carry on its business as now being conducted.

B. Ability to Perform. There is no action or proceeding pending or threatened against Grantee in any court or before any governmental authority, arbitration board, or tribunal which, individually or in the aggregate, could materially adversely affect its financial condition, properties or operations, or its ability to perform under this Agreement.

C. Tax Returns and Payments. Grantee has filed all federal, state and local income tax returns required to be filed, and has paid all taxes shown to be due on said returns, and has made provision for all liabilities not so paid or accrued under returns not yet due. In addition, to the extent required, Grantee has complied with and has paid all premiums or other charges due under applicable workers' compensation and unemployment compensation laws.

D. Execution and Performance of Agreement Authorized, Valid and Binding. The execution and delivery of the Agreement, the applicable Restrictive Covenant, and all other Grant Documents have been or will be fully authorized by Grantee. This Agreement, the applicable Restrictive Covenant, and the other Grant Documents constitute legal, valid and binding obligations of Grantee enforceable in accordance with their respective terms.

E. Conflicts with Other Instruments. Grantee is not a party to any contract or agreement or subject to any restrictions, which materially and adversely affect its business, its properties or assets, or its financial condition. The execution and delivery of this Agreement, the Restrictive Covenants, and the other Grant Documents, and Grantee's performance thereunder, will not be in conflict with the terms of any other contract or agreement to which Grantee is a party or by which Grantee or the Project is bound and will not result in a breach of the terms of or constitute a default under Grantee's corporate documents.

F. Financial Statements. Grantee has delivered to the Housing Commission complete and correct financial statements which present fairly and completely the financial condition of Grantee for the periods covered therein, in accordance with generally accepted accounting principles consistently applied. No material adverse change has occurred in the financial condition of Grantee as reflected in such statements.

G. Project Complies with Laws. To Grantee's best knowledge, the Project will comply in all respects with zoning, building and other applicable federal, state, and local ordinances, laws, rules, and regulations affecting the Project. Compliance with the American Disabilities Act of 1990, 28 C.F.R. Part 35, will be required, if applicable. Grantee has complied, and will continue to comply, with all restrictions and requirements of any other funding sources for the Project.

H. No Governmental Approval Required. The execution and delivery of this Agreement, the Restrictive Covenants, and the other Grant Documents, and Grantee's performance thereunder, do not require any further approval of any government, or any governmental or quasi-governmental agency, or any filing therewith or notice thereto, and any approvals which are required have been obtained (except for required City approvals which Grantee shall obtain prior to commencement of construction of the Project). At the time of each Draw Request, Grantee shall reaffirm this representation and warranty and shall further represent and warrant that all required City approvals have been obtained.

I. **No Misleading Statements.** No information, exhibit or report furnished by Grantee to the Housing Commission in connection with this Agreement, the applicable Restrictive Covenant, and the other Grant Documents contains any misstatement of fact or omits to state any fact necessary to make the statements contained therein not materially misleading. Grantee has provided all information requested by the Housing Commission, and such information is complete and accurate in all material respects. There is no fact known to Grantee which could materially adversely affect or which might in the future, in Grantee's reasonable judgment, materially adversely affect the assets, properties or financial condition of Grantee.

J. **No Third-Party Rights.** Nothing expressed or implied in this Agreement shall be construed to confer upon or to give any person or entity, other than the Parties, any rights or remedies against the Housing Commission.

SECTION 15. INDEMNIFICATION.

Grantee shall and hereby agrees to indemnify, defend and hold harmless the Housing Commission and the City, and all officers, directors, commissioners, employees, agents, contractors, consultants, legal counsel and accountants thereof, from and against any and all loss, cost, damage, expense, claim, liability, or fee, including reasonable attorneys' fees (***"Claims"***), arising out of or asserted as a result of: (i) Grantee's breach of the terms of this Agreement; (ii) its use of the Grant funds in violation of the terms of this Agreement; or (iii) Housing Commission efforts to enforce this Agreement following an Event of Default on the part of Grantee hereunder, whether the same shall be enforced by suit or otherwise or incurred by the Housing Commission as a result of such Event of Default. This indemnification obligation shall survive any termination of this Agreement and shall survive any close-out of the Grant or similar event or circumstance.

SECTION 16. MISCELLANEOUS PROVISIONS.

A. **Amendment, Modification and Waiver.** No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by both Parties. No waiver of any condition precedent to the funding of the Grant shall constitute a waiver of any of the other conditions of the Housing Commission's obligation to make the Grant. Failure of the Housing Commission to exercise its rights hereunder on any one occasion shall not be construed as a waiver of any requirement of this Agreement or a waiver of the Housing Commission's right to take advantage of any subsequent or continued breach by Grantee of any covenant contained herein. No delay or omission on the part of the Housing Commission, or any subsequent holder of the rights under this Agreement, to exercise any right or power arising from any Event of Default shall impair any such right or power or be considered to be a waiver of any such default or any acquiescence therein.

B. **Successors and Assigns.** All covenants and agreements in this Agreement contained by or on behalf of any of the Parties shall bind and inure to the benefit of their respective successors and assigns; provided, however, the Agreement and any rights hereunder may not be assigned by Grantee, by operation of law or otherwise, and any purported assignment thereof by Grantee shall be null and void, unless either: (1) the assignment is made in compliance with the

F. **<u>Counterparts.</u>** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement duly to be executed, effective as of the day and year first above written.

Grantee:

COMMUNITY PARTNERS FOR AFFORDABLE HOUSING

By: Robert Anthony

Print: Robert Anthony

Title: President

Housing Commission:

CITY OF HIGHLAND PARK HOUSING COMMISSION

By: Isis Fernandez Sykes

Print: ISis Fernandez Sykes

Title: Chairwoman

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requirements of this Agreement; or (2) Grantee shall have first obtained the written consent of the Housing Commission thereto.

C. **Notices.** All notices required or permitted to be given under this Agreement shall be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

If to the Housing Commission:	City of Highland Park Housing Commission Attn: Community Development Director 1150 Half Day Road Highland Park, IL 60035
with a copy to:	Elrod Friedman LLP Attn: Hart Passman 325 N. LaSalle St., Ste. 450 Chicago, IL 60654
If to Grantee:	Community Partners for Affordable Housing Attn: President 800 Milwaukee Avenue, #201 Libertyville, IL 60048

The Housing Commission and Grantee may, by notice, designate any further or different addresses to which subsequent notices, certificates or other communications must be sent.

D. **Public Statements.** Grantee will not issue any news releases or other public statements regarding the Housing Commission's role in the Project except upon prior approval from the Chairman of the Housing Commission. In any approved news releases or other public statements regarding the Project, Grantee must clarify that does not represent or speak for the Housing Commission.

E. **Construction; Governing Law; Severability.** This Agreement shall be construed in accordance with the laws of the State of Illinois. The foregoing sentence shall not limit the applicability of Federal law to this Agreement. If any provision of this Agreement or the application thereof to any person or circumstances is held to be invalid or unenforceable by any decision of any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable. If any provision of this Agreement is held to constitute a violation of the rule against perpetuities, that provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Joseph R. Biden, President of the United States, plus 21 years thereafter.

The following Exhibits are attached:

- Exhibit A: Application Summary
- Exhibit B: Template Restrictive Covenant

THE HIGHLAND PARK HOUSING COMMISSION

RESOLUTION NO. 01-2025

A RESOLUTION APPROVING A SCATTERED SITE GRANT AGREEMENT WITH COMMUNITY PARTNERS FOR AFFORDABLE HOUSING

WHEREAS, the Highland Park Housing Commission (***"Commission"***) is an independent municipal corporation created pursuant to Section 33.1101 of "The Highland Park Code of 1968," as amended (***"City Code"***); and

WHEREAS, pursuant to Section 33.1133 of "The Highland Park Code of 1968," as amended (***"City Code"***), the Commission is solely responsible for the City of Highland Park Affordable Housing Trust Fund (***"Housing Trust Fund"***); and

WHEREAS, the purposes of the Housing Trust Fund include: (i) to provide financial resources to address the affordable housing needs of individuals and families of low- and moderate- income households who live or work in the City by promoting, preserving, and producing long-term affordable housing and related services; and (ii) to provide support for not-for-profit organizations that actively address the affordable housing needs of low- and moderate-income households; and

WHEREAS, the Commission desires to enter into an agreement with Community Partners for Affordable Housing (***"CPAH"***) for the provision of a grant by the Commission from the Housing Trust Fund to CPAH, in the amount of $293,550, to be used by CPAH for the acquisition of at least three properties for an amount of up to $97,850 for each property; and used as affordable housing (***"Scattered Site Agreement"***); and

WHEREAS, Section 33.1133(C)(l) of the City Code requires that disbursements from the Housing Trust Fund shall not be made except by the City Finance Director upon the written direction of the Housing Commission, by resolution duly adopted; and

WHEREAS, the Commission has determined that it will serve and be in the best interest of the Commission, the City, and its residents to enter into the Scattered Site Agreement with CPAH, authorize the Finance Director to disburse up to the total grant award of $293,550, but only upon one or more Disbursement Resolutions duly adopted by the Housing Commission and for the monetary amount specified in the Disbursement Resolutions, and in accordance with the terms and conditions of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLAND PARK **HOUSING COMMISSION**, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Highland Park Housing Commission.

SECTION TWO: APPROVAL OF AGREMEENT. The Commission hereby approves the Scattered Site Agreement by and between the Commission and CPAH, in

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substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Chairman and Corporation Counsel of the Commission.

SECTION THREE: EXECUTION OF AGREEMENT. The Chairman of the Commission is hereby authorized and directed to execute and attest, on behalf of the Commission, the Scattered Site Agreement and all necessary documentation related thereto.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the Housing Commission.

AYES: Beasley, Bernstein, Fernandez-Sykes, Gonzalez, Rosen & Shapiro-Kopin

NAYS: None

ABSTAINED: None

RECUSED: None

PASSED: 6-0

APPROVED: Feb. 5th, 2025

Isis Fernandez-Sykes, Chairwoman

ATTEST

Rati Akash, Staff Liaison

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COMMUNITY PARTNERS for AFFORDABLE HOUSING

800 S. Milwaukee Ave., Suite 201
Libertyville, IL 60048

December 22, 2025

Highland Park Housing Commission
Attn: Zubin Coleman
1150 Half Day Road
Highland Park, IL 60035

Dear Zubin,

This letter serves as our quarterly report with quarterly drawdown request ($23,546.25) for quarter 4 covering the period October 1, 2025 through December 31, 2025, per our 2025 operating grant agreement. Per normal year-end practice, the December figures are estimated based on year-to-date figures in order to submit the invoice in calendar year 2025.

Community Land Trust Program

- CPAH (via AHC) completed approximately 85% of the rehabilitation of the 3bd/2bth single family home at 1500 Mccraren Road. Rehab work includes a new kitchen, baths, floors, mechanicals, plumbing, electric, windows, driveway, roof, and landscaping improvements. Rehab is scheduled to be completed in the coming weeks.

- CPAH (via AHC) completed rehabilitation of the 3bd/2bth single family home at 1342 Ferndale. Rehab work included remediating water damage, refinishing the basement, roof, windows, driveway, removing an old oil tank, bathrooms, kitchen updates, and more. The home is now available for sale at $220,000. See attached photos.

- CPAH facilitated the resale of 757 Barberry in October. The new buyers (see attached photos) are a family of 4 (soon to be 5 with a baby on the way). The mom is a teacher in North Chicago and the dad is in school to become an electrician. The buyers identify as Hispanic.

- CPAH sold the 3bd/1.5bth single family home at 661 Homewood in December. The 5-person household was previously living in a basement apartment in Highland Park, which they described as a difficult living situation. The dad works at a local restaurant, and the mom works at Target. The oldest child is studying social work at Illinois State, the middle is at Highland Park High School, and the youngest is in grade school. The buyers identify as Hispanic.

www.cpahousing.org
phone 847.263.7478
fax 847.796.8060

- CPAH's construction of the 8-unit townhome development at 937 Deerfield Road is proceeding according to schedule. The units are scheduled for completion in Q4 next year.

Inclusionary Housing

CPAH had 796 households on the Highland Park Inclusionary Housing rental waitlist as of November 30, 2025. We received 53 rental waitlist applications from October through November, of which 31 were placed on the waitlist and 22 were denied because they lacked sufficient income. As of November 30th, there were no vacancies (100% occupied).

CPAH continues to conduct annual income recertifications for the existing 52 inclusionary rental units (17 Albion, 4 Laurel Courts, 5 Ravinia Crossing, 11 McGovern, 3 Bloom, 2 St. Johns, 10 Albion II), assist property managers with ongoing questions related to the inclusionary units and tenants, market to those who might be interested in applying to be on the waitlist for upcoming affordable housing opportunities in Highland Park, and manage inclusionary sales and re-sales. We also work with City staff to handle questions posed by residents and developers regarding the program.

General Affordable Housing Work

In addition to the specific CLT and inclusionary housing work described above, CPAH continued to provide a range of other housing services including housing counseling, down payment assistance, home repair and accessibility programs, foreclosure prevention, property management services, grant writing to leverage Housing Trust Fund dollars, and a range of post-purchase stewardship for homeowners and tenants including home maintenance classes, assistance with refinances, property tax assessments, financial education, matched savings program, revolving loan fund, and various other supports to help resident secure long-term housing stability.

The attached pages provide a summary of indirect expenses incurred on Highland Park activity during the fourth quarter of 2025.

We sincerely appreciate all the support and leadership provided by the Housing Commission which has made the City of Highland Park a nationally recognized model and leader throughout the region.

Please don't hesitate to contact me at 847-263-7478 ext 22 or ranthony@cpahousing.org with any questions.

Sincerely,

Robert Anthony

Rob Anthony
President

1342 Ferndale, Highland Park (During Rehab)

757 Barberry, Highland Park Re-sale

Betsy Lassar Townhomes (937 Deerfield Road)

Community Partners for Affordable Housing
Highland Park Activity (HPA) - 36
Q4 2025

	Expenses	October	November	December (estimated)	Q4 2025 Total
5001-60	Salary - President	3,166.67	1,641.98	2,404.33	**7,212.98**
5002-60	Salary - VP Real Estate	0.00	0.00	0.00	**0.00**
5003-60	Salary - Sr. Property Manager	0.00	0.00	0.00	**0.00**
5034-60	Rental Assistance Coordinator	0.00	0.00	0.00	**0.00**
5004-60	Salary-Director of Underwriting	21.59	14.60	18.10	**54.29**
5005-60	Salary-Director of Couns and Ed	0.00	0.00	0.00	**0.00**
5006-60	Salary - Housing Counselor #1	2,049.56	2,298.57	2,174.07	**6,522.20**
5007-60	Salary - Housing Counselor #2	0.00	0.00	0.00	**0.00**
5087-60	Housing Counselor #3	0.00	0.00	0.00	**0.00**
5008-60	Salary-Intake Coord-Homeown	25.12	49.61	37.37	**112.10**
5009-60	Salary-Intake Coord-Couns & Ed	2,574.39	980.60	1,777.50	**5,332.49**
5010-60	Salary - Director of RE Mgm	0.00	0.00	0.00	**0.00**
5011-60	Salary - Property Manager	278.26	155.34	216.80	**650.40**
5012-60	Salary - Director of Dev Com Re	3,609.72	2,405.23	3,007.48	**9,022.43**
5013-60	Salary - Bookkeeper	0.00	0.00	0.00	**0.00**
5030-60	Rental Housing Coordinator	0.00	0.00	0.00	**0.00**
5020-60	Director of Development	0.00	0.00	0.00	**0.00**
5022-60	Housing Development Associate	492.42	254.63	373.53	**1,120.58**
5035-60	Director of Operations	0.00	18.88	9.44	**28.32**
5032-60	Director of Finance	0.00	0.00	0.00	**0.00**

5033-60	Emergency Assistance Coord	0.00	0.00	0.00	**0.00**
5037-60	Salary - Floating Intake Coordinator	0.00	0.00	0.00	**0.00**
5036-60	Property Maintenance Technician	0.00	0.00	0.00	**0.00**
5038-60	Salary - Marketing & Communications Manager	0.00	0.00	0.00	**0.00**
5014-60	HRA Disbursements	23.10	21.16	22.13	**66.38**
5015-60	Payroll Tax Expense	961.27	582.27	771.77	**2,315.31**
5016-60	Medical/Dental Benefits	604.77	391.70	498.23	**1,494.70**
5017-60	Retirement Contribution	491.06	318.21	404.64	**1,213.91**
5018-60	Disability & Life Insurance	52.28	33.86	43.07	**129.21**
5039-60	Workers Comp Insurance	34.45	22.15	28.30	**84.89**
5019-60	Temporary Services/Consultants	72.66	15.69	44.17	**132.52**
5021-60	Local Travel	0.00	0.00	0.00	**0.00**
5040-60	Professional Development - G&A	0.00	0.00	0.00	**0.00**
5052-60	Accounting Services	0.00	0.00	0.00	**0.00**
5054-60	Legal Services	0.00	0.00	0.00	**0.00**
5055-60	Payroll & Benefits Admin	300.35	182.30	241.33	**723.98**
5056-60	Audit Expenses	0.00	0.00	0.00	**0.00**
5057-60	Copier/Printer Supplies & Usage	13.98	4.91	9.44	**28.33**
5058-60	IT Purchases & Services	144.96	35.58	90.27	**270.81**
5059-60	Phone Equipment & Usage	68.17	44.16	56.16	**168.49**
5060-60	Postage Equipment & Usage	6.27	33.11	19.69	**59.07**
5061-60	Office Supplies	47.70	53.01	50.36	**151.07**
5062-60	Office Rent	518.05	335.53	426.79	**1,280.37**

5063-60	Utilities - Electric & Internet	42.16	24.61	33.39	**100.17**
5064-60	Bank & Credit Card Fees	2.65	19.82	11.24	**33.71**
5065-60	Insurance	85.39	81.49	83.44	**250.31**
5066-60	Meeting Expenses	31.47	26.74	29.10	**87.31**
5067-60	Marketing - General	54.97	463.79	259.38	**778.14**
5069-60	Dues & Subscriptions	49.97	0.00	24.99	**74.96**
5070-60	Corporate Expenses	0.00	0.58	0.29	**0.86**
5074-60	Recording Fees - Other	16.15	0.00	8.07	**24.22**
5075-60	Events	0.00	36.36	18.18	**54.54**
5077-60	Credit Reports - Other	126.91	5.25	66.08	**198.25**
5080-60	Loan Administration Fees-Other	5.78	3.75	4.76	**14.29**
5098-60	Depreciation	298.62	193.41	246.02	**738.05**
5099-60	Miscellaneous Expense	0.00	0.00	0.00	**0.00**
66000	Payroll Expenses	0.00	0.00	0.00	**0.00**
69800	Uncategorized Expenses	0.00	0.00	0.00	**0.00**
5053-60	Answering Service	4.88	2.65	3.77	**11.30**
5021-60	Travel - Other	0.00	0.00	0.00	**0.00**
5040-60	Professional Development - G&A	0.00	0.00	0.00	**0.00**
5071-60	Taxes Other	0.00	0.00	0.00	**0.00**
5076-60	Fundraising Events	0.00	0.00	0.00	**0.00**
5101-60	Prior Year Adjustments	-24.14	0.00	-12.07	**-36.21**
5083-60	Other Direct Project Costs	0.00	0.00	0.00	**0.00**
5110-60	Interest Expense	0.00	0.00	0.00	**0.00**
5110-60	**Total**	**16,251.62**	**10,751.51**	**13,501.56**	**40,504.69**

THE HIGHLAND PARK HOUSING COMMISSION

RESOLUTION NO. 10-2025

A RESOLUTION AUTHORIZING DISBURSEMENT FROM THE HOUSING TRUST FUND OF A PAYMENT TO COMMUNITY PARTNERS FOR AFFORDABLE HOUSING EXPENSES FOR 2025 OPERATING GRANT

WHEREAS, the Highland Park Housing Commission (***"Commission"***) is an independent municipal corporation created pursuant to Section 33.1101 of "The Highland Park Code of 1968," as amended (***"City Code"***); and

WHEREAS, pursuant to Section 33.1133 of "The Highland Park Code of 1968," as amended (***"City Code"***), the Commission is solely responsible for the City of Highland Park Affordable Housing Trust Fund (***"Housing Trust Fund"***); and

WHEREAS, the purposes of the Housing Trust Fund include: (i) to provide financial resources to address the affordable housing needs of individuals and families of low- and moderate- income households who live or work in the City by promoting, preserving, and producing long-term affordable housing and related services; and (ii) to provide support for not-for-profit organizations that actively address the affordable housing needs of low- and moderate-income households; and

WHEREAS, Community Partners for Affordable Housing (***"CPAH"***) is a nonprofit organization that develops and preserves permanently affordable housing for low- and moderate- income households; and

WHEREAS, on February 5, 2025 CPAH filed a written request with the Commission for grant funding, in the amount of $94,185, to be used by CPAH for operating expenses and general affordable housing activities in the City (***"Operating Grant"***); and

WHEREAS, Section 33.1133(C)(l) of the City Code requires that disbursements from the Housing Trust Fund shall not be made except by the City Finance Director upon the written direction of the Commission by resolution duly adopted; and

WHEREAS, the Commission has determined that it will serve and be in the best interest of the Commission, the City, and its residents to approve the Operating Grant and authorize the City Finance Director to disburse funds from the Housing Trust Fund in an amount not to exceed $94,185, via four (4) quarterly drawdowns of $23,546.25 each, for the payment to CPAH pursuant to the Operating Grant, in accordance with the terms and conditions of this Resolution;

WHEREAS, on May 7, 2025, the Housing Commission approved Resolution No.03-2025, authorizing a **first** disbursement of the Operating Grant in the amount of **$23,546.25** to Grantee for eligible activities; and

WHEREAS, on September 10, 2025, the Housing Commission approved Resolution No.04-2025, authorizing a **second** disbursement of the Operating Grant in the amount of **$23,546.25** to Grantee for eligible activities; and

WHEREAS, on November 5, 2025, the Housing Commission approved Resolution No.07-2025, authorizing a **third** disbursement of the Operating Grant in the amount of

$23,546.25 to Grantee for eligible activities; and

WHEREAS, the Housing Commission finds that CPAH is in compliance with its Operating Grant; and

NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLAND PARK HOUSING COMMISSION, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into and made a part of, this Resolution as findings of the Highland Park Housing Commission.

SECTION TWO: DISBURSEMENT. The Commission hereby authorizes the City Finance Director to disburse $23,546.25 of the Operating Grant to CPAH to reimburse CPAH for the **final (fourth quarter) drawdown** as authorized by the Operating Grant Agreement.

SECTION THREE: AUTHORIZATION. The Chairman of the Commission and the City Finance Director are hereby authorized and directed to execute such documentation as may be necessary to effectuate the disbursement authorized in Section Two of this Resolution.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the Housing Commission.

AYES:

NAYS:

ABSENT:

RECUSED:

PASSED:

APPROVED:

____
Vice Chair Sherri Farris, Acting Chair

ATTEST

____
Zubin Coleman, Staff Liaison

{00115737.1}

GRANT AGREEMENT
AFFORDABLE HOUSING TRUST FUND
OPERATING GRANT
(January 1, 2025 to January 31, 2026)

This **Grant Agreement** (the **"Agreement"**) is dated as of the 5th of February 2025, by and between the **Highland Park Housing Commission** (the **"Commission"**) and **Community Partners for Affordable Housing ("CPAH")**.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Commission's powers, the parties agree as follows:

Section 1. Recitals.

A. On May 28, 2002, the City Council of Highland Park adopted Ordinance No. 34-02 establishing the Affordable Housing Trust Fund (HTF) to be administered by the City's Housing Commission with the assistance of the Housing Trust Fund Advisory Committee. Pursuant to said ordinance, the Commission makes the final decision to approve or deny all applications for funding by the HTF.

B. The purpose of the HTF is to provide financial resources to address the affordable housing needs of low- and moderate-income individuals and families who live or work in Highland Park, including, among other things, by providing support for not-for-profit organizations that actively address the affordable housing needs of such individuals and families and, in particular, by giving priority to eligible applications from the Highland Park Illinois Community Land Trust (now CPAH).

C. By Resolution No. R33-3, adopted on March 10, 2003, the City Council endorsed the formation and directed the incorporation of the Highland Park Illinois Community Land Trust.

D. The Highland Park Illinois Community Land Trust was established as an independent, not-for-profit corporation on March 17, 2003, as an outgrowth of the Affordable Housing Needs and Implementation Plan element of the City's Master Plan to address the affordable housing needs of low- and moderate-income individuals and families who live or work in Highland Park. The Highland Park Illinois Community Land Trust changed its name to Community Partners for Affordable Housing (CPAH) in July of 2010. In January 2019, CPAH merged with Lake County Residential Development Corporation and Affordable Housing Corporation of Lake County but retains the CPAH name.

E. CPAH submitted a request for operating funds to the HTF dated {January 27, 2025} a copy of which is attached hereto as **Exhibit 1**.

F. At its meeting on February 5, 2025, the Commission approved CPAH's request for operating funds. HC Resolution 02-2025 is attached as **Exhibit 2**.

Section 2. Covenants.

A. The HTF agrees to make a **$94,185** grant to **CPAH**, hereafter called "GRANTEE," for the following: Funds provided will be used to continue and expand its current general administrative and program activities, including grant writing, and administration of certain aspects of the City's Inclusionary Housing Program, including publicizing the program, conducting orientation for interested persons, establishing and managing a waiting list of conditionally qualified applicants, and training lenders and attorneys about the program requirements, including the Ground Lease and/or Declaration of Covenants, Conditions, and Restrictions, and qualifying applicants for specific units that become available.

All monies granted for operating support will be expended by GRANTEE between January 1, 2025 and January 31, 2026. All monies awarded must be expended or returned to the HTF. The Housing Commission, in its sole discretion, may extend the expenditure period based on a request from CPAH. Grant monies will be paid to the GRANTEE after the Commission has received the signed Grant Agreement from CPAH.

B. GRANTEE agrees that all funds received pursuant to this grant agreement will be expended only for the activities identified in Paragraph 2(A). In the event GRANTEE uses the funds for a purpose other than those identified in Paragraph 2(A) and the City's Affordable Housing Plan as filed with the State of Illinois, without the prior consent of the Commission, all grant funds shall be refunded to the HTF.

C. GRANTEE agrees to submit quarterly reports with a quarterly drawdown request on the following dates:
May 1, 2025, August 1, 2025, November 1, 2025, January 1, 2026

D. GRANTEE agrees to submit Financial and Evaluation Reports to the Commission on forms acceptable to the Commission, on or before January 15, 2026.

E. GRANTEE agrees upon request to make available to the Commission financial records for the year in which a grant was received from the Housing Trust Fund.

F. GRANTEE agrees that no person shall, on the grounds of race, color, religion, national origin, sex, disability, sexual preference, ancestry or age, while otherwise qualified, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any activity including employment, supported in whole or in part by funds provided under this grant.

G. GRANTEE does hereby agree to indemnify, hold harmless, and defend the City of Highland Park, Highland Park Housing Commission, its agents, servants and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses including but not limited to CPAH Board members, employees, consultants, and residents or prospective residents of CPAH, or any death at any time resulting from injury or any damage to such persons, or any death at any time resulting from injury or any damage to any property which may arise or which may arise or which may be alleged to have arisen out of, or in connection with the activities of CPAH supported in whole or part with funds awarded for the purposes described in Paragraph 2A.

Highland Park Housing Commission

By ______________________
Isis Fernandez-Sykes

____
Chair

2/5/2025
Date

Grantee: Community Partners for Affordable Housing (CPAH)

By ______________________
Authorized Agent

President
Title

2/5/25
Date

Exhibit 1
Grant Application

Exhibit 2
HC Resolution 02-2025
Approved February 5, 2025

THE HIGHLAND PARK HOUSING COMMISSION

RESOLUTION NO. 02-2025

A RESOLUTION AUTHORIZING DISBURSEMENT FROM THE HOUSING TRUST FUND OF A PAYMENT TO CPAH FOR EXPENSES FOR 2025 OPERATING GRANT

WHEREAS, the Highland Park Housing Commission (***"Commission"***) is an independent municipal corporation created pursuant to Section 33.1101 of "The Highland Park Code of 1968," as amended (***"City Code"***); and

WHEREAS, pursuant to Section 33.1133 of "The Highland Park Code of 1968," as amended (***"City Code"***), the Commission is solely responsible for the City of Highland Park Affordable Housing Trust Fund (***"Housing Trust Fund"***); and

WHEREAS, the purposes of the Housing Trust Fund include: (i) to provide financial resources to address the affordable housing needs of individuals and families of low- and moderate- income households who live or work in the City by promoting, preserving, and producing long-term affordable housing and related services; and (ii) to provide support for not-for-profit organizations that actively address the affordable housing needs of low- and moderate-income households; and

WHEREAS, Community Partners for Affordable Housing (***"CPAH"***) is a nonprofit organization that develops and preserves permanently affordable housing for low- and moderate-income households; and

WHEREAS, on January 27, 2025, CPAH filed a written request with the Commission for grant funding, in the amount of $94,185, to be used by CPAH for operating expenses and general affordable housing activities in the City (***"Operating Grant"***); and

WHEREAS, Section 33.1133(C)(l) of the City Code requires that disbursements from the Housing Trust Fund shall not be made except by the City Finance Director upon the written direction of the Housing Commission, by resolution duly adopted; and

WHEREAS, the Commission has determined that it will serve and be in the best interest of the Commission, the City, and its residents to enter into the Operating Grant with CPAH; and authorize the Finance Director to disburse up to the total grant award of $94,185 to CPAH, but only upon one or more Disbursement Resolutions duly adopted by the Housing Commission and for the monetary amount specified in the Disbursement Resolutions, and in accordance with the terms and conditions of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLAND PARK HOUSING COMMISSION, as follows:

SECTION ONE: **RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Highland Park Housing Commission.

SECTION TWO: **APPROVAL AND DISBURSEMENT OF OPERATING**

{00116869.2}

GRANT. The Commission hereby approves the award of the Operating Grant to CPAH, and authorizes to City Finance Director to disburse $94,185 from the Housing Trust Fund, in four (4) quarterly drawdowns of $23,546.25 each; and for the provision of operating expenses and general affordable housing activities.

SECTION THREE: AUTHORIZATION. The Chairman of the Commission and the City Finance Director are hereby authorized and directed to execute such documentation as may be necessary to effectuate the disbursement authorized in Section Two of this Resolution.

SECTION FIVE: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the Housing Commission.

AYES: Beasley, Bernstein, Fernandez-Sykes, Gonzalez, Rosen + Shapiro-Kopin

NAYS: None

ABSTAINED: None

RECUSED: None

PASSED: 6-0

APPROVED: Feb. 5th, 2025

Isis Fernandez-Sykes, Chair

ATTEST

Rati Akash

Rati Akash, Staff Liaison

{00116869.2}