



Proof of Site Control

NEIGHBORHOOD OPPORTUNITY FUND
ONLINE TOOLKITS

What is proof of site control?

'Proof of site control' refers to documentation verifying that an applicant has or is in the process of obtaining the right to develop a property. Site control is a requirement at the NOF application stage, and if accepted into the program, site control must be maintained throughout the project and for at least three years following project completion.

Proof of site control may be provided in the form of:

- ✓ A deed
- ✓ A lease (minimum five years)
- ✓ An executed purchase and sale agreement

All documentation must be signed and dated, and the address on the document must be consistent with project address listed on your NOF application.

This toolkit will walk you through the documentation you are required to submit with your NOF grant application to prove that you have site control of the physical location where your project is situated.

The following are examples of eligible types of documentation

Deed

The following are requirements for a deed to be accepted as proof of site control:

- Types of deeds that are accepted include *warranty deeds, quitclaim deeds, special warranty deeds, and deeds of trust*
- The document holder listed on the deed matches the legal entity identified for the NOF grant
- The address on the deed matches the project site in the application

WARRANTY DEED ILLINOIS STATUTORY

THE GRANTOR(S), 123 West Main Street, LLC, of the City of Chicago, County of Cook, State of Illinois for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEY(S) and Warrant(s) to Jones Bakery, LLC, (GRANTEE'S ADDRESS) 10 Home Avenue Chicago, Illinois 60609 of the County of Cook, all interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

LOT 0 IN BLOCK 0 IN X SUBDIVISION OF BLOCK 0 IN X AND Y SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 0 AND THE NORTH 1/2 AND THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 0, TOWNSHIP 0 NORTH, RANGE 0 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

SUBJECT TO: covenants, conditions and restrictions of record, general taxes for the year 2024 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 00-00-000-000-0000

Address(es) of Real Estate: 123 West Main Street, Chicago, Illinois 60620

Dated this 20th day of November, 2024

123 W. Main Street, LLC

By: Dana Downey
Dana Downey
Member

By: Rupert de Worde
Rupert de Worde
Member

FIDELITY NATIONAL TITLE: 0C00000000

STATE OF ILLINOIS, COUNTY OF Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Dana Downey and Rupert de Worde, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 20th day of November, 2024



Rufus Drumknott (Notary Public)

Lease

The following are requirements for a lease to be accepted as proof of site control:

- The lease contract is executed
- The lease term is for a minimum of five years
- Proposed construction work is authorized. If not, the landlord will need to provide separate documentation to approve the proposed work
- If the NOF applicant and the property owner are the same person, but separate legal entities, the City will need to see both the deed demonstrating ownership *and* a lease agreement executed between their tenant and landlord legal entities

ILLINOIS COMMERCIAL LEASE AGREEMENT

This commercial lease ("Lease") is made and entered into as of November 20, 2024 (the Effective Date), by and between Marietta Cosmopilite, individually, of 3 Quirm St., Chicago, IL 60623 ("Landlord") and Jones Bakery, LLC, an Illinois limited liability company, with a principal place of business at 123 W. Main St., Chicago, IL 60620 ("Tenant").

1. PREMISES

In consideration of the mutual promises, covenants, and conditions herein set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises ("Premises") identified with mailing address 123 W. Main St., Retail, Chicago, IL 60620, and which Premises are approximately 2,229 square feet as depicted on Exhibit A hereto. The Premises are part of a two-story commercial and residential mixed-use building owned by the Landlord identified as mailing address 123 W. Main St., Chicago, IL 60620 ("Building").

2. TERM OF LEASE

The term of this Lease shall be for a period of five (5) years commencing on November 20, 2024 and expiring at midnight on November 19, 2029 ("Initial Term").

3. RENT

Tenant shall pay Landlord or Landlord's agent as rent for the Premises the sum \$3400 monthly until termination of this Lease. Tenant hereby covenants and agrees to pay to the Landlord in vacated the Premises and surrendered possession thereof to Landlord at the expiration of the Term or any extension thereof as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date written above.

LANDLORD:
MARIETTA COSMOPILITE

Marietta Cosmopilite

TENANT:
JONES BAKERY, LLC

John Jones

By: John Jones, as Owner

Lease: Landlord Authorization

If you are applying as a lessee, in addition to your lease you will need to provide documentation that the property's landlord has approved the work proposed by your NOF project.

- All documentation must be signed and dated, and the address on the document must be consistent with project address listed on your NOF application
- The authorization document should be notarized or similarly recognized



State of Illinois
County of Cook

AFFIDAVIT AND CERTIFICATION OF PROPERTY OWNER Lessees Only

To induce the City of Chicago to make, and in consideration of the making of a grant to Jones Bakery, LLC ("Grantee"), Marietta Cosmopilite (the "Affiant") the undersigned owner of the Property to be improved by the Grantee does hereby state and certify to the City of Chicago ("Grantor") and to SomerCor 504, Inc, the grant program administrator ("SomerCor"), the following:

1. Affiant is the owner of the building and property located at 123 West Main Street in Chicago, Illinois (the "Property") with the PIN 12-34-567-890-0000
2. Affiant currently leases to Grantee the Property or that portion of the Property to be improved by Grantee.
3. Affiant has reviewed the improvements to the Property proposed by Grantee.
4. Affiant approves and gives the Grantee authority to implement the improvements described below on the Property as may be required under the City of Chicago Neighborhood Opportunity Fund Program.

Description of the Owner-Approved Improvements (or attach hereto)

Please see attached architectural plans as included in the commercial lease dated November 20, 2024 between the undersigned Affiant as Landlord and the Grantee as Tenant.

5. Affiant certifies that it has not contributed and will not contribute funds to pay for or reimburse the Grantee's proposed improvements to the Property.

The Affiant does hereby acknowledge that this Affidavit is made for the purpose of inducing the Grantor and SomerCor to advance the proceeds of a grant to the Grantee in conjunction with the Neighborhood Opportunity Fund.

AFFIANT:

Marietta Cosmopilite

Signature

Marietta Cosmopilite

Printed Name

The undersigned, a notary public in and for said County, in the State aforesaid, does hereby certify that Marietta Cosmopilite personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of November, 2024



Rufus Drumknott (Notary Public)

Note: there is no standard format, the above is just an example

Purchase and Sale Agreement

The following are requirements for a purchase and sale agreement to be accepted as proof of site control:

- The purchase and sale agreement must be executed
- Acquisition can begin before you apply for the NOF grant, but it must be completed (meaning, the property must be acquired) before construction begins
- Once the property has been acquired, you must provide proof in the form of a deed

ILLINOIS COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

Contract. Subject to the terms and conditions of this Real Estate Contract (this “Contract”), 123 W. Main Street LLC, an Illinois limited liability company (“Seller”), agrees to sell (or cause to be sold) to Jones Bakery LLC, an Illinois limited liability company (“Purchaser”), and Purchaser agrees to purchase from Seller, that certain property located at, and commonly known as, 123 W. Main Street, Chicago, Illinois 60620, and identified in the Office of the Cook County Assessor (“Assessor”) by Property Index Number 12-34-567-890-0000 (collectively, the “Property”). The Property is described in Exhibit A attached hereto. The sale of the Property shall include all improvements and fixtures (the “Improvements”) located thereon (collectively, the “Real Property”). The Real Property includes one building and an adjacent parking lot situated on approximately 16,446 square feet of land. (The building area and site area are subject to correction by survey.)

Purchase Price. The total purchase price to be paid to Seller by Purchaser for the Property shall be TWO HUNDRED THOUSAND and 00/100 Dollars (\$200,000.00) (the “Purchase Price”). Provided that all conditions precedent to Purchaser’s obligations to close, as set forth in this Contract, have been satisfied, or waived in writing by Purchaser, the Purchase Price shall be paid to Seller by federal wire transfer of immediately available funds at Closing (as hereinafter defined), subject to any prorations and credits or other adjustments hereunder.

Effective Date. This Contract shall be effective as of the date Seller accepts Purchaser’s offer, i.e., the Date of Acceptance as set forth on the signature page (the “Effective Date”).

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date.

SELLER:
123 W. MAIN STREET, LLC
an Illinois limited liability company

Marietta Cosmopilite
By: Marietta Cosmopilite, as Owner

Date of Acceptance: November 20, 2024

BUYER:
JONES BAKERY, LLC
an Illinois limited liability company

John Jones
By: John Jones, as Owner

Date of Offer: May 10, 2024

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the day, month and year first above written.

SELLER:
123 W. MAIN STREET, LLC
an Illinois limited liability company

Marietta Cosmopilite
By: Marietta Cosmopilite, as Owner

BUYER:
JONES BAKERY, LLC
an Illinois limited liability company

John Jones
By: John Jones, as Owner



Thank you!

If you still cannot find the answers you're looking for, don't hesitate to contact us at NOF@cityofchicago.org.