

# **EXHIBIT A**

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## **FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT**

**between**

**VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS**

**and**

**DISTRICT HOUSE LLC**

**dated as of the**

**20th day of March, 2017**

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**VILLAGE OF OAK PARK, ILLINOIS  
REDEVELOPMENT PLAN AND PROJECT  
GREATER MALL TAX INCREMENT AREA  
708 LAKE STREET**

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**FIRST AMENDMENT  
REDEVELOPMENT AGREEMENT  
708 LAKE STREET**

This First Amendment to Redevelopment Agreement (“*First Amendment*”) is made and entered into as of the 20th day of March, 2017 (“*Effective Date*”) by and between the Village of Oak Park, Cook County, Illinois, an Illinois municipal home rule corporation (“*Village*”), and District House LLC, an Illinois limited liability company, with its principal office located at 2020 North California, Suite 7-197, Chicago, Illinois 60647 (“*Developer*”). (The Village and the Developer are sometimes referred to individually as a “*Party*” and collectively as the “*Parties*”).

**RECITALS**

The following Recitals are incorporated herein and made a part hereof.

A. **WHEREAS**, the Parties entered into a Redevelopment Agreement (“*RDA*”), effective as of May 16, 2016 (the RDA, as amended by this First Amendment is referred to collectively as the “*RDA*”); and

B. **WHEREAS**, Section 6.2 of the RDA provides that Exhibit 9 of the RDA was reserved and is to be for the minimum streetscape standards/guidelines required by the Village, as may be amended by the Final Plans, which the Parties shall reasonably agree upon after the execution thereof; and

C. **WHEREAS**, the Parties have agreed upon such streetscape standards/guidelines and the costs thereof; and

D. **WHEREAS**, this First Amendment will not change the Project Schedule for the Project as set forth in Section 6.1 of the RDA; and

E. **WHEREAS**, the Parties seek to further amend the RDA to supersede and replace the legal descriptions attached as Exhibit 1 and Exhibit 4 to the RDA with the new legal descriptions attached hereto and incorporated herein as **Exhibit B**; and

F. **WHEREAS**, Section 19.10 of the RDA provides that the RDA may only be modified or amended by a written agreement executed by the Parties, unless otherwise provided; and

G. **WHEREAS**, this First Amendment has been submitted to the Corporate Authorities of the Village for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this First Amendment in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this First Amendment have been undertaken and performed in the manner required by law; and

H. **WHEREAS**, this First Amendment has been submitted to the Developer for consideration and review, and the Developer has taken all actions required to be taken prior to the execution of this First Amendment in order to make the same binding upon the Developer

according to the terms hereof, and any and all actions precedent to the execution of this First Amendment by the Developer have been undertaken and performed in the manner required by law.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

## **ARTICLE 1**

### **INCORPORATION OF RECITALS; DEFINED TERMS; CONTINUED EFFECT**

The findings, representations and agreements set forth in the above Recitals are material to this First Amendment and are hereby incorporated into and made a part of this First Amendment as though fully set out in this Article One, and constitute findings, representations and agreements of the Village and of the Developer according to the tenor and import of the statements in such Recitals. All capitalized terms not defined in this First Amendment shall have the meaning ascribed to them in the RDA, unless otherwise stated herein. Except as expressly amended by this First Amendment, all of the other terms, conditions, and provisions in the RDA shall continue in full force and effect.

## **ARTICLE 2**

### **AMENDMENT TO SECTION 6.4 AND ADDITION OF NEW EXHIBIT 9**

Section 6.4 of the RDA shall be amended as follows:

#### **Section 6.4 Public Improvements.**

The Final Plans shall provide for any and all Public Improvements, if any, including, to the extent applicable, general site improvements, streets, parking, street and parking lot and/or parking structure lighting, architecture, sign requirements, streetscape and street furniture, stormwater facilities, alleys and driveways, parking facilities, landscaping, together with all general engineering plans for the entire Project. Exhibit 9 attached hereto sets forth the minimum streetscape standards/guidelines required by the Village. The Parties shall pay the costs set forth on Exhibit 9 attached hereto. All site and building improvements must be in accordance with the Final Plans and applicable codes and ordinances of the Village as they exist at the time of the filing of the application for the permit for the issuance of the building permit for the Project except as to zoning and building code provisions that the Village has granted variations from as part of the approval of the Planned Development.

A new Exhibit 9 of the RDA shall be added in its entirety as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

**ARTICLE 3**

**NEW EXHIBIT 1 AND NEW EXHIBIT 4 TO RDA**

Exhibit 1 and Exhibit 4 of the RDA are hereby deleted in their entirety and are replaced and superseded by the new Exhibit 1 and the new Exhibit 4 attached hereto and incorporated herein by reference collectively as **Exhibit B**.

**ARTICLE 4**

**EFFECTIVENESS**

The Effective Date for this First Amendment shall be the 20th day of March, 2017.

**IN WITNESS WHEREOF**, the Parties hereto have caused this First Amendment to be executed on or as of the day and year first above written.

**VILLAGE:**  
**Village of Oak Park,**  
Cook County, Illinois  
an Illinois municipal corporation

**ATTEST:**

By: \_\_\_\_\_  
Teresa Powell, Village Clerk

By: \_\_\_\_\_  
Cara Pavlicek, Village Manager

**[VILLAGE SEAL]**

**ATTEST:**

By: \_\_\_\_\_  
Its: Member

**DEVELOPER:**  
**District House LLC**, an Illinois limited  
liability company

By: \_\_\_\_\_  
Its: Manager/Member

**ACKNOWLEDGMENTS**

**STATE OF ILLINOIS**           )  
  )  
**COUNTY OF COOK**            )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that Cara Pavlicek, personally known to me to be the Village Manager of the Village of Oak Park, Cook County, Illinois, and Teresa Powell, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village Manager and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the President and Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

**GIVEN** under my hand and official seal, this \_\_\_\_ day of March, 2017

\_\_\_\_\_  
Notary Public

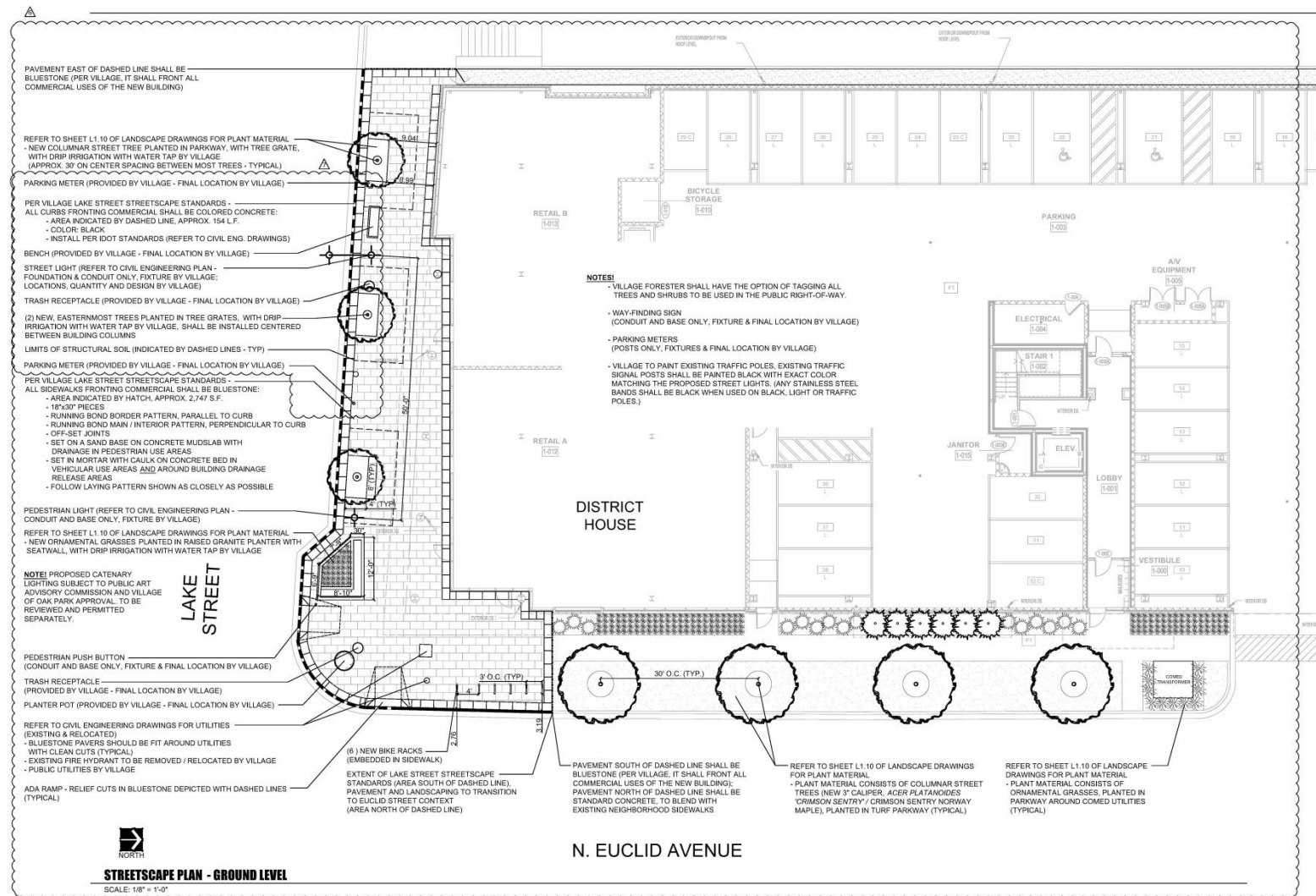
**STATE OF ILLINOIS**           )  
  )  
**COUNTY OF COOK**            )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that \_\_\_\_\_, personally known to me to be the Manager/Member of District House LLC, and \_\_\_\_\_, personally known to me to be a Member of said Illinois limited liability company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager/Member and Member, they signed and delivered the said instrument, pursuant to authority given by the Members of said Illinois limited liability company, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois limited liability company, for the uses and purposes therein set forth.

**GIVEN** under my hand and official seal, this \_\_\_\_ day of March, 2017

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**MINIMUM STREETScape STANDARD/GUIDELINES**  
**(Being new Exhibit 9 to the RDA)**



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OWNER  
**DISTRICT HOUSE**  
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Chicago, IL 60647

LANDSCAPE ARCHITECT  
**dickson design**  
T I D I O  
205 SOUTH AND STREET  
CHICAGO, ILLINOIS 60607  
312.876.6020

NO.	ISSUED DATE	ISSUED FOR
1	10/2/16	FOUNDATION PERMIT
2	10/24/16	DRAFT FOR REVIEW
3	11/02/16	BUILDING PERMIT
4	11/03/16	BUILDING PERMIT
5	11/22/16	BID
6	12/14/16	BUILDING PERMIT
7	2/01/17	PERMIT CORRECTIONS

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PROFESSIONAL SEAL

PERMIT APPLICATION # PRCCN201605043

PROJECT  
**DISTRICT HOUSE - MIXED USE**

147 N. EUCLID  
OAK PARK IL 60302

1542	Project No.
1542	1542

1542	Project No.
1542	1542

North Drawing No.

**L2.00**

Drawing Name

LANDSCAPE PLAN - GROUND LEVEL

## **EXHIBIT B**

**(New Exhibit 1 and new Exhibit 4 to the RDA)**



**EXHIBIT 1**  
**GENERAL DESCRIPTION OF PROPERTY**

THE SOUTH 75 FEET OF LOT 4 (EXCEPT THE WEST 100 FEET THEREOF) AND ALL OF LOT 5 (EXCEPT THE WEST 100 FEET THEREOF) IN BLOCK 1 IN SCOVILLE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 708 Lake Street, Oak Park, Illinois

PIN Number: 16-07-218-029-8002

**EXHIBIT 4**

**REAL ESTATE PARCEL**

THE SOUTH 75 FEET OF LOT 4 (EXCEPT THE WEST 100 FEET THEREOF) AND ALL OF LOT 5 (EXCEPT THE WEST 100 FEET THEREOF) IN BLOCK 1 IN SCOVILLE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 708 Lake Street, Oak Park Illinois

PIN Number: 16-07-218-029-8002