P.I.N.: 16 - 06 - 204 - 001 - 0000 (PART OF) 16 - 06 - 204 - 002 - 0000 16 - 06 - 204 - 003 - 0000 16 - 06 - 204 - 008 - 0000

# This Document Prepared by and after Recording Return To:

Village of Oak Park 123 Madison Street Oak Park, Illinois 60302 Attn.: Tammie Grossman, Development Customer Services Director

This Space for Recorder's Use Only

# BUSINESS INCENTIVES AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS AND CMV DEVELOPMENT LLC

DATED AS OF SEPTEMBER 3, 2019

# BUSINESS INCENTIVES AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS AND CMV DEVELOPMENT LLC

**THIS BUSINESS INCENTIVES AGREEMENT** ("*Agreement*") is made and entered into as of this 3rd day of September, 2019 ("*Effective Date*"), by and between the Village of Oak Park, Cook County, Illinois, an Illinois home rule municipal corporation ("*Village*"), and CMV Development LLC, an Illinois limited liability company ("*Developer*"), its successors and assigns, but only as authorized pursuant to the conditions set forth in Section 14 of this Agreement.

**IN CONSIDERATION OF** the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Village hereby agree as follows:

# SECTION 1. RECITALS.

**A.** The Developer has obtained full right and privilege to develop, lease and manage property in the Village, located at 6555 North Avenue, 6545 North Avenue and 6557 North Avenue, and legally described in Exhibit A to this Agreement (collectively, the "*Property*").

**B.** The Developer desires and proposes the development of (i) 6555 and 6557 North Avenue as a mixed use project, including ten (10) apartments, along with 2,000 square feet of ground level commercial space (the "*Mixed Use Project*") and (ii) 6545 North Avenue as a residential project to include fifteen (15) apartments (the "*Residential Project*"), in accordance with the provisions herein. Residential units shall be two bedroom apartments, each averaging 1,100 square feet.

**C.** The date on which all acquisition, construction and related leasing requirements are complete, and the Mixed Use Project is open for business on the Property, is anticipated to be March 1, 2020.

**D.** The date on which all acquisition and construction are complete, and the Residential Project is available for lease on the Property, is anticipated to be June 1, 2021.

**E.** The Village has further determined that the redevelopment of the Property for residential and commercial uses will be consistent with the Village's economic development goals by helping to create a sustainable revenue base for the Village without impairing the Village's ability to deliver high-quality, cost-effective services, and is likely to result in enhancements to the surrounding retail areas.

**F.** The Village has determined that the operation of the Mixed Use Project and the Residential Project on the Property will generate significant sales and property tax revenue for the Village, as well as the school, library, and park districts that serve Village residents, and that the redevelopment of the Property with residential and commercial uses fits with the Village's Comprehensive Land Use Plan.

**G.** The Developer's investment in the proposed development will enhance economic development opportunities for the Village and its residents. Because the upfront costs of the proposed development require extraordinary investment by the Developer, the parties acknowledge that various economic incentives, including, without limitation, those provided pursuant to this Agreement, are necessary and desirable to realize the significant economic development benefits of the proposed development.

**H.** The President and Board of Trustees of the Village have determined that entering into this Agreement is necessary to ensure the implementation of the proposed development of the Property and provide for the related economic development benefits to the Village, particularly in the North Avenue corridor.

**I.** The Village and the Developer desire to enter into this Agreement, to enable the development, use, and occupancy of the Property in a manner consistent with the Village's Comprehensive Land Use Plan, and in a manner that will enhance the economic vitality of the Village and ensure the unified and proper use and development of the Property in accordance with this Agreement and the Approving Ordinance.

**J.** The Village has the power and authority to enter into this Agreement pursuant to, but without limitation, the home rule powers of the Village under Section 6, Article VII of the 1970 Constitution of the State of Illinois. Developer has the corporate power and authority to enter into this Agreement.

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

A. "Commencement Date" means the date established pursuant to Section 3 of this Agreement.

**B.** "Corporate Authorities" means the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois.

**C.** "Force Majeure" means a strike, lockout, act of God, or other factor beyond a party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure shall not include delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the Property.

**D.** "**Property**" means the property legally described in *Exhibit A* attached hereto and, by this reference, incorporated herein.

**E.** "**Requirements of Law**" shall have the meaning set forth in Section 5 of this Agreement.

# SECTION 3. COMMENCEMENT OF GRANT.

The "**Commencement Date**" under this Agreement is hereby declared to be the actual date the Developer has completed all the following:

- Provided to the Village with proof of funds sufficient to complete construction, or a letter of assurance from the Developer's lender evidencing the necessary construction financing for the Mixed Use Project and the Residential Project and proof of ownership of the Property; and
- Provided proof of a lease by the Developer with a single tenant commercial operator evidencing terms of a lease agreement in the Mixed Use Project lasting at least four (4) years.

# SECTION 4. GRANTS TO DEVELOPER.

**A.** Upon the issuance of a Final Certificate of Occupancy, the Village shall reimburse the Developer for up to \$25,000 in costs and expenses for costs of construction of the Mixed Use Project. The Developer shall provide validation of such costs and expenses in the form of invoices from vendors for work performed in the construction of the Mixed Use Project and proof of payment from the Developer up to an amount equal to \$25,000.

**B.** Upon the issuance of a Final Certificate of Occupancy, the Village shall reimburse the Developer for up to \$25,000 in costs and expenses for costs of construction of the Residential Project. The Developer shall provide validation of such costs and expenses in the form of invoices from vendors for work performed in the construction of the Residential Project and proof of payment from the Developer up to an amount equal to \$25,000.

## <u>SECTION 5.</u> <u>REQUIREMENTS OF LAW.</u>

The Developer acknowledges and agrees that the construction of the Mixed Use Project and the Residential Project and the development of the Property must be in strict compliance with this Agreement, the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, Section 8-11-21 of the Illinois Municipal Code and such construction, development and the use of the Property shall also comply with all applicable Village codes, ordinances, and regulations (collectively, the "*Requirements of Law*"), and that if the Developer fails to comply in all material respects with the Requirements of Law the Village will suspend payment hereunder for the entire period that the Developer is not in material compliance with the Requirements of Law, and the Village will have no further obligation to provide any payment hereunder to the Developer until the Village determines in its reasonable discretion that the Developer is, during the Term, in material compliance with the Requirements of Law, at which time all suspended payments will be remitted to Developer. A legal nonconformity created as a result of the Village's amendment to the Requirements of Law subsequent to the Commencement Date will not constitute a failure of the Developer to comply with the Requirements of Law.

## <u>SECTION 6.</u> <u>FORCE MAJEURE</u>.

Whenever a period of time is provided for in this Agreement for either the Developer or the Village to perform any act or obligation, and the Developer or the Village, as the case may be, is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of the acts or obligations shall be extended for a reasonable time to accommodate the delay caused by the Force Majeure.

# **<u>SECTION 7.</u>** <u>LITIGATION AND DEFENSE OF AGREEMENT.</u>

A. <u>Litigation</u>. If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Agreement ("*Litigation*"), the party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other party and shall thereafter keep the other party fully informed concerning all aspects of the Litigation.

**B.** <u>Defense</u>. The Village and the Developer do hereby agree to use their respective commercially reasonable efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed by such party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each party shall have the right to retain its own independent legal counsel, at its own expense, for any matter. The Village and the Developer do hereby agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

**C.** <u>Indemnity</u>. The Developer agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of such parties in connection with any claim brought by a third party against any of the parties identified in this Section 7C arising out of or relating to Developer's actions regarding this Agreement; provided, however, that the Developer's indemnification obligation shall be reduced to the extent the indemnified claims are caused, if at all, by the willful misconduct or gross negligence on the part of the Village or to the extent the indemnified claims are caused, if at all, by the Village's failure to comply with any material requirement of the Requirements of Law (except if such failure to comply with such Requirements of Law is caused, if at all, by the acts or omissions of Developer, its agents, representatives, or engineers).

**D.** <u>Defense Expense</u>. The Developer shall, and does hereby agree to, pay all reasonable expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims referenced in Section 7C of this Agreement.

# SECTION 8. TERM.

A. <u>General</u>. This Agreement shall be in full force and effect commencing on September 3, 2019 and until the Developer receives up to \$50,000 in grant payments from the Village pursuant to the terms of this Agreement ("*Term*"). This Agreement shall, during its Term, run with and bind the Property and shall inure to the benefit of and be enforceable by the Developer and the Village, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

## **<u>SECTION 9.</u> <u>PAYMENT OF VILLAGE FEES AND COSTS.</u>**

Nothing herein shall affect the Developer's obligation to pay to the Village, as and when due, all application, inspection, and permit fees, and all other fees, charges, and contributions required by applicable Village codes, ordinances, resolutions, rules, or regulations in connection with the initial development of the Property. The preceding sentence does not relieve the Developer from complying with any Requirements of Law applicable to the initial development of the Property.

# <u>SECTION 10.</u> <u>VILLAGE REVIEW</u>.

A. <u>No Liability for Village Review</u>. The Developer acknowledges and agrees (1) that the Village is not, and shall not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained, as the result of the Village's review and approval of any plans for the Property, or as a result of the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; and (2) that the Village's review and approval of any of the plans and the issuance of any of the approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

**B.** <u>Village Procedures</u>. To the best of Developer's knowledge all notices, meetings, and hearings heretofore have been properly given and held by the Village with respect to the approval of this Agreement. Developer agrees not to challenge any of those actions on the grounds of any procedural infirmity or of any denial of any procedural right.

# <u>SECTION 11.</u> <u>ENFORCEMENT</u>.

A. <u>Enforcement</u>. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village (other than the funds of the Village pledged hereunder) or any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney, of the Village on account of the negotiation, execution, or breach of this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section, the prevailing party shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

**B.** <u>Notice and Cure</u>. Neither party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 11A without first providing written notice to the other party of the breach or alleged breach and allowing 30 days to cure the breach or alleged breach. If the breach cannot be cured within the 30-day period ("*Time for Cure*"), then the Time for Cure shall be extended accordingly, provided that the notified party has

promptly commenced to cure the breach and continued to prosecute the cure of the breach with diligence.

# SECTION 12. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

**A.** <u>**Obligations**</u>. The parties hereto agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including reasonable attorneys' fees, shall constitute both the obligation of the party liable for its payment, and the successors of that party.

**B.** <u>**Binding Effect**</u>. The Developer acknowledges and agrees that this Agreement shall be binding upon the Developer and any and all of the Developer's heirs, successors, permitted assigns, and the successor owners of record of all or any portion of the Property.

**C.** <u>**Transferee Assumption**</u>. To assure that any potential heir, successor, or permitted assign or successor owner has notice of this Agreement and the benefits and obligations created by it, the Developer agrees:

1. that this Agreement shall be recorded with the Cook County Recorder of Deeds as provided in Section 14S of this Agreement;

2. at any time prior to the receipt of the grant payments hereunder, to require, prior to the transfer of a legal or beneficial interest in all or any portion of the Mixed Use Project or the Residential Project or all or any portion of the Property on which the Mixed Use Project is located the transferee to execute an enforceable transferee assumption agreement in a form reasonably acceptable to the Village Attorney ("*Transferee Assumption Agreement*"). The Village agrees that, upon a successor becoming bound to the obligations created in this Agreement in the manner provided, the liability of the Developer or other predecessor obligor shall be released to the extent of the transferee's assumption of liability and that the transferee will have all the benefits of the Developer hereunder. The Developer agrees to notify the Village in writing at least 30 days prior to the date on which the Developer proposes to transfer a legal or beneficial interest in all or any portion of the Mixed Use Project or the Residential Project or all or any portion of the Property on which the Mixed Use Project or the Residential Project or all or any portion of the Property on which the Mixed Use Project or the Residential Project is located to a transferee. The Developer shall, at the same time, provide the Village with a fully executed copy of the Transferee Assumption Agreement.

**D.** <u>**Transfer Defined**</u>. For purposes of this Agreement, the term "transfer" shall be deemed to include any assignment, transfer, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Mixed Use Project or the Residential Project or Property, or any beneficial interest in the Mixed Use Project or the Residential Project or Property, in whole or in part, by voluntary or involuntary sale, foreclosure, restructuring, merger, sale and leaseback, consolidation, or otherwise.

**E.** <u>Mortgagees of Property</u>. This Agreement shall be binding on all mortgagees of the Property or other secured parties automatically upon such mortgagee assuming title to the Property, in whole or in part, by a foreclosure or a deed in lieu of foreclosure without the necessity of executing such assumption agreement. Until such time, however, a mortgagee or other secured party shall have no personal liability hereunder.

# **<u>SECTION 13.</u> <u>REPRESENTATIONS AND WARRANTIES.</u>**

A. <u>By the Village</u>. The Village represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The Village is a municipal corporation duly organized and validly existing under the laws of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement;

2. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary municipal action on the part of the Village; (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement; and (iii) shall not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject; and

3. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the Property in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

**B.** <u>By the Developer</u>. In order to induce the Village to enter into this agreement and to adopt the ordinances and grant the rights herein provided for, the Developer hereby warrants and represents to the Village as follows:

1. The Developer is a duly organized, validly existing corporation or limited liability company in good standing under the laws of the state of its incorporation and is qualified to do business in the State of Illinois.

2. The Developer has the corporate authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary corporate actions necessary to authorize the execution, delivery, and performance of this Agreement.

3. All necessary consents of any Board of Directors, shareholders, creditors, investors, partners, judicial, or administrative bodies, governmental authorities, or other parties including specifically, but without limitation regarding the execution and delivery of this Agreement have been obtained.

4. The consent or authorization of, filing with, or other act by or in respect of any governmental authority is required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

5. The individuals executing this Agreement on behalf of the Developer have the power and authority to execute and deliver this Agreement on behalf of the Developer.

6. The execution, delivery, and performance of this Agreement (i) is not prohibited by any Requirement of Law or under any contractual obligation of the Developer; (ii) will not result in a breach or default under any agreement to which the Developer is a party or to which the Developer, in whole or in part, is bound; and (iii) will not violate any restriction, court order, or agreement to which the Developer or/and the Property, in whole or in part, is or are subject.

# <u>SECTION 14.</u> <u>GENERAL PROVISIONS.</u>

A. <u>Entire Agreement and Release of Claims</u>. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations and understandings between the parties, whether written or oral, relating to the subject matter of this Agreement. The Developer does hereby release and waive any and all claims and causes of action that it had or may have had against the Village related to or resulting from any past written or oral agreements, negotiations, understandings, or prior policies of the Village, or any actions that the Village may have taken or failed to take, relating to the subject matter of this Agreement.

**B.** <u>Amendments and Modifications</u>. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

C. <u>Notices</u>. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village Manager Village of Oak Park 123 Madison Street Oak Park, IL 60302 Notices and communications to the Developer shall be addressed to, and delivered at, the following address:

	CMV Development LLC Craig Volpe 800 Oak Park Avenue Oak Park, IL 60302
With a copy to:	Aaron Spivack, Esq. The Law Offices of Aaron Spivack 566 West Lake Street, Suite 100 Chicago, IL 60661

**D.** <u>Governing Law</u>. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflict of laws rules, of the State of Illinois.

**E.** <u>Interpretation</u>. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**F.** <u>Change in Laws</u>. Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind shall include the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

**G.** <u>Headings</u>. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

**H.** <u>**Time of Essence**</u>. Time is of the essence in the performance of this Agreement.

**I.** <u>No Third Party Beneficiaries</u>. Except as expressly provided in this Agreement, no claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or valid against the Village.

**J.** <u>Severability</u>. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**K.** <u>**Calendar Days and Time**</u>. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days, except where expressly provided. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal

holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

**L.** <u>Exhibit</u>. Exhibit A is attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

**M.** <u>**Counterparts**</u>. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**N.** <u>Waiver</u>. Neither the Village nor the Developer shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Developer to exercise at any time any of those rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Developer's right to enforce those rights or any other rights.

**O.** <u>**Rights Cumulative**</u>. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

**P.** <u>Consents</u>. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

**Q.** <u>**Grammatical Usage and Construction**</u>. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

**R.** <u>Authority to Execute</u>. The Village hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the Village that (1) it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement; and (2) it has taken all legal actions needed to authorize the execution, delivery, and performance of this Agreement.

S. <u>Recording</u>. After the execution of this Agreement, the Village shall promptly cause this Agreement to be recorded in the office of the Recorder of Cook County, Illinois.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:	VILLAGE OF OAK PARK Cook County, Illinois
Village Clerk	Village Manager
ATTEST:	CMV DEVELOPMENT LLC
By:	By:
Its:	Its

## **ACKNOWLEDGEMENTS**

# STATE OF ILLINOIS) ) SS COUNTY OF COOK )

This instrument was acknowledged before me on \_\_\_\_\_, 2019 by CARA PAVLICEK, the VILLAGE MANAGER of the VILLAGE OF OAK PARK, an Illinois municipal corporation, and by VICKI SCAMAN, the VILLAGE CLERK of said municipal corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of September, 2019.

Notary Public

My Commission Expires:

(SEAL)

#### STATE OF ILLINOIS ) ) SS

)

# COUNTY OF COOK

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **CRAIG VOLPE**, personally known to me to be the \_\_\_\_\_\_\_ of **CMV DEVELOPMENT LLC**, and \_\_\_\_\_\_, personally known to me to be the \_\_\_\_\_\_\_ of said corporation, appeared before me this day in person and acknowledged that as such \_\_\_\_\_\_ and \_\_\_\_\_\_, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of \_\_\_\_\_\_\_ for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of September, 2019.

Notary Public

My Commission Expires:

(SEAL)

# **EXHIBIT A** Legal Description of the Property

#### Property's Cook County Property Index Number(s) and Legal Description(s):

LOTS 5, 6, AND 7 IN BLOCK 1 IN MILLS AND SONS NORTH OAK PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 17, 1925 AS DOCUMENT 8867529 IN COOK COUNTY, ILLINOIS.

## KNOWN AS: 6545 NORTH AVENUE, OAK PARK, ILLINOIS, 60302

PERMANENT INDEX NUMBER: 16 - 06 - 204 - 008 - 0000

ALL OF LOT 11 AND 12, AND LOT 13 (EXCEPT THE NORTH 88.55 FEET THEREOF) IN BLOCK 1 IN MILLS AND SONS NORTH OAK PARK SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## KNOWN AS: 6555 NORTH AVENUE, OAK PARK, ILLINOIS, 60302

PERMANENT INDEX NUMBERS: 16 - 06 - 204 - 001 - 0000 (PART OF) 16 - 06 - 204 - 002 - 0000 16 - 06 - 204 - 003 - 0000

LOT 13 IN BLOCK 1 IN MILLS AND SONS NORTH OAK PARK SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## KNOWN AS: 6557 NORTH AVENUE, OAK PARK, ILLINOIS, 60302

PERMANENT INDEX NUMBER: 16 - 06 - 204 - 001 - 0000 (PART OF)