

EXHIBIT A

**FOURTH AMENDMENT TO
REDEVELOPMENT AGREEMENT**

between

VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS

and

JUPITER REALTY COMPANY, LLC

and

OAK PARK MADISON STREET LLC

and

AH OAK PARK, LLC

dated as of the

18th day of October, 2021

**VILLAGE OF OAK PARK, ILLINOIS
REDEVELOPMENT PLAN AND PROJECT
MADISON STREET BUSINESS CORRIDOR REDEVELOPMENT PROJECT AREA
700-728 MADISON STREET REDEVELOPMENT PROJECT**

**FOURTH AMENDMENT TO
REDEVELOPMENT AGREEMENT
700-728 MADISON STREET REDEVELOPMENT PROJECT**

This Fourth Amendment to Redevelopment Agreement (the “**Fourth Amendment**”) is made and entered into as of the 18th day of October, 2021 (the “**Amendment Date**” or “**effective date**”) by and among the Village of Oak Park, Cook County, Illinois, an Illinois municipal home rule corporation (“**Village**”), and Jupiter Realty Company, LLC, an Illinois limited liability company, with its principal office located at 401 North Michigan Avenue, Suite 1300, Chicago, Illinois 60611 (the “**Master Developer**”) and Oak Park Madison Street LLC, an Illinois limited liability company, with its principal office located at 4333 South Pulaski Avenue, Chicago, Illinois 60632 (the “**North Developer**”) and AH Oak Park, LLC, a Delaware limited liability company, with its principal office located at One Towne Square, Suite 1600, Southfield, Michigan 48076 (the “**New South Developer**”). (The Village, the Master Developer, the North Developer, and the New South 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 Village, the Master Developer, the North Developer and the Prior South Developer entered into a Redevelopment Agreement (the “**Original RDA**”), effective as of December 10, 2018, for the property legally described in Exhibit A attached hereto; and

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

C. **WHEREAS**, the Parties entered into a First Amendment to the Original RDA effective September 3, 2019 (the “**First Amendment**”) in which the New South Developer became a Developer and entirely replaced the Prior South Developer as the South Developer in all matters and terms as set forth in the Original RDA; and

D. **WHEREAS**, the Parties entered into a Second Amendment to the Original RDA effective November 23, 2020 (the “**Second Amendment**”) to adjust certain dates for the Pete’s Fresh Market Project Schedule; and

E. **WHEREAS**, the Parties entered into a Third Amendment to the Original RDA effective February 22, 2021 (the “**Third Amendment**”) to adjust certain dates for the Senior Housing Project Schedule; and

F. **WHEREAS**, the Parties seek to enter into this Fourth Amendment to the Original RDA (the “**Fourth Amendment**”) to adjust certain dates for the Pete’s Fresh Market project set forth in the Second Amendment to the Original RDA caused by delays due to the COVID-19 pandemic; and

G. **WHEREAS**, this Fourth 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 Fourth 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 Fourth Amendment have been undertaken and performed in the manner required by law; and

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

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

J. **WHEREAS**, this Fourth Amendment has been submitted to the New South Developer for consideration and review, and the New South Developer has taken all actions required to be taken prior to the execution of this Fourth Amendment in order to make the same binding upon the New South Developer according to the terms hereof, and any and all actions precedent to the execution of this Fourth Amendment by the New South 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 Fourth Amendment and are hereby incorporated into and made a part of this Fourth Amendment as though fully set out in this Article One, and constitute findings, representations and agreements of the Village, Master Developer, North Developer, and the New South Developer according to the tenor and import of the statements in such Recitals. All capitalized terms not defined in this Fourth Amendment shall have the meaning ascribed to them in the Original RDA, unless otherwise stated herein. Except as expressly amended by this Fourth Amendment, all of

the other terms, conditions, and provisions in the Original RDA, the First Amendment and the Second Amendment and the Third Amendment shall continue in full force and effect.

ARTICLE 2
AMENDMENTS TO SECTION 6.1, SECTION 7.1 AND EXHIBIT 6

2.1. Section 6.1A of the Third Amendment is hereby deleted and replaced with the following:

(1)	RDA Effective Date	December 10, 2018
(2)	Environmental/Title/Survey Review Completed	June 30, 2020
(3)	Planned Development Application Submittal	November 30, 2020
(4)	Planned Development Approval	February 28, 2021
(5)	Foundation Building Permit and Final Engineering Submittal	October 31, 2021
(6)	Approval of Foundation Building Permit and Final Engineering	December 31, 2021
(7)	Evidence of Financial Support	October 31, 2021
(8)	Commencement of Construction	January 31, 2022
(9)	Issuance of Certificate of Occupancy	November 1, 2022

The Village, the Master Developer and the North Developer agree to undertake all actions respectively necessary by each Party, including without limitation, the application, review, and approvals related to the Final Plans, to allow for the development and construction of the Pete's Fresh Market in accordance with the Pete's Fresh Market Project Schedule, subject to delays or extensions as may be otherwise permitted in this Fourth Amendment. The Parties acknowledge that the Pete's Fresh Market Project Schedule is based on the Parties best understanding of the Pete's Fresh Market Project Schedule and related milestones as of the effective date of this Fourth Amendment. The Parties may amend the Pete's Fresh Market Project Schedule as necessary to ensure that it accurately reflects the key milestones in the development and construction of the Pete's Fresh Market Project, and the Parties specifically agree that the milestone dates will be automatically extended, without further action or any required consent, by the same number of days after the date in the Pete's Fresh Market Schedule that the Planned Development or any other Village required action is accomplished. Each Party agrees to not unreasonably withhold approval of a request by the other Party to amend the Pete's Fresh Market Project Schedule for such purposes.

2.2. The second sentence of Section 7.1. C. A. of the Original RDA is hereby deleted and replaced with the following:

In furtherance of the foregoing, following the submittal of the foundation building permit for the Pete's Fresh Market Project, the Village shall convey, without cost to the North Developer, fee simple title to the Property to the North Developer, via Warranty Deed, free and clear of all liens, claims and encumbrances, and subject only to such title exceptions

as shall be acceptable to North Developer. Within thirty (30) days after the North Developer's completion of the relocation of the utilities in the North Euclid Avenue right of way, the Village will cause the portions of North Euclid Avenue and Madison Street (as more particularly described in that certain Plat of Vacation prepared by WT Group and last updated on February 8, 2021 to be vacated in favor of the North Developer.

2.3 In Exhibit 6, "Grant of Easement-Portion of North Euclid Avenue" and the legal description following the same are hereby deleted and replaced with the following:

Vacation-Portion of North Euclid Avenue and Portion of Madison Street

EUCLID AVENUE VACATION DESCRIPTION

THAT PART OF EUCLID AVENUE LYING WEST OF THE WEST LINE OF LOT 14 IN JAMES B. MUIR'S RESUBDIVISION OF LOTS 1 TO 14, BOTH INCLUSIVE, IN THE RESUBDIVISION OF LOTS 8 TO 15, BOTH INCLUSIVE, IN F.E. BALLARDS SUBDIVISION OF BLOCK 5 IN OGDEN AND JONES' SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND EAST OF THE EAST LINE OF LOT 27 IN BLOCK 4 IN OGDEN AND JONES' SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

MADISON STREET VACATION DESCRIPTION

THAT PART OF MADISON STREET LYING SOUTH OF EUCLID AVENUE AND SOUTH OF THE SOUTH LINE OF LOTS 1 TO 14 IN JAMES B. MUIR'S RESUBDIVISION OF LOTS 1 TO 14, BOTH INCLUSIVE, IN THE RESUBDIVISION OF LOTS 8 TO 15, BOTH INCLUSIVE IN F.E. BALLARDS SUBDIVISION OF BLOCK 5 IN OGDEN AND JONES' SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 01 DEGREES 36 MINUTES 46 SECONDS EAST, 5.00 FEET; THENCE SOUTH 88 DEGREES 17 MINUTES 50 SECONDS WEST, 416.00 FEET ALONG A LINE THAT IS 5 FEET SOUTH OF AND PARALLEL TO SAID SOUTH LINE; THENCE NORTH 01 DEGREES 42 MINUTES 10 SECONDS WEST, 5.00 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 50 SECONDS EAST ALONG SAID SOUTH LINE, 416.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have caused this Fourth 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: _____
Christina M. Waters, Village Clerk

By: _____
Lisa Shelley, Interim Village Manager

[VILLAGE SEAL]

MASTER DEVELOPER:

Jupiter Realty Company, LLC, an Illinois
limited liability company

By: _____
Its: Manager/Member

NORTH DEVELOPER:

Oak Park Madison Street LLC, an Illinois
limited liability company

By: _____
Its: Manager/Member

NEW SOUTH DEVELOPER:

AH Oak Park, LLC, a Delaware limited
liability company

By: _____
Its: Authorized Representative

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 Lisa Shelley, personally known to me to be the Interim Village Manager of the Village of Oak Park, Cook County, Illinois, and Christina M. Waters, 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 _____, 2021.

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 Jupiter Realty Company, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager/Member he signed and delivered the said instrument, pursuant to authority given by the Manager of said Illinois limited liability company, as his 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 _____, 2021.

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 Oak Park Madison Street LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager/Member he signed and delivered the said instrument, pursuant to authority given by the Manager/Member of said Illinois limited liability company, as his 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 _____, 2021.

Notary Public

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

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 Authorized Representative of AH Oak Park, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager/Member he signed and delivered the said instrument, pursuant to authority given by the Manager/Member of said Illinois limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Delaware limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2021.

Notary Public

EXHIBIT A

P.I.N. 16-07-418-018-0000

PROPERTY ADDRESS – 700-708 MADISON

LEGAL DESCRIPTION – Lots 24, 5, 26, 27 in the subdivision of Block 4 in Ogden & Jones Subdivision of the S.W. ¼ of the S.E. ¼ Sec 7, Township 39, Range 13 East of the third Principal Meridian in Cook County, Illinois.

P.I.N. 16-07-418-017-0000

PROPERTY ADDRESS – 710 MADISON

LEGAL DESCRIPTION – Lots 20, 21, 22, and 23 in the subdivision of Block 4 in Ogden & Jones' Subdivision of the S.W. ¼ of the S.E. ¼ Section 7, Township 39 North, Range 13 Est of the Third Principal Meridian in Cook County, Illinois.

P.I.N. 16-07-418-020-0000

PROPERTY ADDRESS – 722 MADISON

LEGAL DESCRIPTION – Lots 17 to 22, both inclusive, in the subdivision of block 4 of Ogden and Jones Subdivision of the Southwest ¼ of the South East ¼ of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

P.I.N. 16-07-418-014-0000

PROPERTY ADDRESS – 728 MADISON

LEGAL DESCRIPTION - Lots 13, 14, 15, 16 in Subdivision of Block 4 in Ogden and Jones' Subdivision of the southwest ¼ of the Southeast ¼ of Section 7, Township 39 North, Range 13 east of the Third Principal Meridian in Cook County of Illinois.

PIN 16-07-419-023-0000

PROPERTY ADDRESS – 640 MADISON

LEGAL DESCRIPTION – Lots 1, 2, 3, and 4, of James B. Muir's Re-Subdivision of Lots 8 to 15, both inclusive, F.E. Ballard's Subdivision of Block 4 in Ogden and Jones's Subdivision of the south west ¼ of the south east ¼ of the south east 1/4 of Section 7, Township 39 North, Range 13 east of the Third Principal Meridian in Cook County in Illinois.

P.I.N. 16-18-201-032-0000

PROPERTY ADDRESS – 711 MADISON

LEGAL DESCRIPTION – lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, AND 11 inclusive, in the subdivision of Block 1 in Hutchinson and Rothermel's Subdivision, being a subdivision of the west $\frac{1}{2}$ of Lot 3 of the subdivision of Section 18 Township 39 North, range 13, east of the Third Principal Meridian, (Except the west $\frac{1}{2}$ of the south west $\frac{1}{4}$ thereof). Also, Blocks 1, 6, 7, 12, and 13 of the subdivision of Lots 1, 2, and 3, in the partition of the east $\frac{1}{2}$ of Lot 2 in said subdivision of Section 18, aforesaid, all in the Village of Oak Park, in Cook County, Illinois.

P.I.N. 18-18-200-005-0000

PROPERTY ADDRESS – 725 MADISON

LEGAL DESCRIPTION - Lot 1 in Block 2 in the subdivision of Blocks 2, 3, 6, and 7 in Hutchinson and Rothermel's Subdivision being a Subdivision of the West $\frac{1}{2}$ of Lot 3 of the Subdivision of Section 18, Township 39 North in Cook County, Illinois.