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**THIS DOCUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:**

Travis Bandstra
Director of Economic
& Community Development
15440 S. Central Avenue
City of Oak Forest
Oak Forest, IL 60452



1931946161

Doc# 1931946161 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/15/2019 01:31 PM PG: 1 OF 1

This Space for Recorder's Use Only

Resolution No. 2019-03-0348R FAÇADE IMPROVEMENTS GRANT AGREEMENT

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT is made and entered into as of the 15th day of November, 2019, and is by and between the CITY OF OAK FOREST, an Illinois home rule municipal corporation ("**City**") and First Secure Bank & Trust, ("**Property Owner**").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's home rule powers, the parties agree as follows:

SECTION 1. RECITALS.

A. Pursuant to Chapter 2.72 of the Oak Forest Municipal Code, the City's Economic Advisory Commission ("**EAC**") is authorized to, among other things, recommend the payment of grants to business property owners for improvements ("**Façade Program**").

B. The Owner is the legal title owner of the property commonly known as 15901 Central Avenue, Oak Forest, Illinois ("**Property**"), and legally described in **Exhibit A** to this Agreement, and has applied for a Façade Program grant and requested approval of certain improvements for the existing building on the Property, which improvements are more particularly described in the cost estimate prepared by Integrity Signs, attached as **Exhibit B** to this Agreement, and which improvements are depicted in the photographs and drawings attached as **Exhibit C** to this Agreement.

C. The City desires to provide a grant to the Owner for certain costs related to the Improvements pursuant to the Façade Program and subject to the terms and conditions of this Agreement.

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NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and pursuant to the City's home rule powers, the parties do hereby agree that the foregoing recitals are incorporated into, and made a part of, this Agreement as substantive provisions thereof.

SECTION 2. FAÇADE IMPROVEMENT GRANT.

Pursuant to the Façade Program and subject to the conditions in this Agreement, the City agrees to provide to the Owner a grant for a portion of the costs of the Façade Improvements ("**Façade Improvement Grant**") in the not to exceed amount of \$20,000. The total Façade Improvement Grant is equivalent to 50% of the total estimated costs of the improvements depicted on the Façade Plans by the Owner to the City.

SECTION 3. ELIGIBLE "NOT TO EXCEED" COSTS.

The following façade improvements shall be considered Eligible Costs for payment by the Façade Improvement Grant:

ITEMIZED FAÇADE IMPROVEMENTS	CITY'S NOT TO EXCEED SHARE
Monument Sign Construction	\$9,211.50
TOTAL	\$18,432.00
	\$9,211.50

SECTION 4. CITY PAYMENT OF ELIGIBLE COSTS; CITY LIEN RIGHTS.

A. Reimbursement. Any release of funds from the Façade Improvement Grant for Eligible Costs shall be in the form of a reimbursement for such costs already incurred by the Owner.

B. Approval of Payment. Prior to receiving approval for reimbursements related to the Eligible Costs, the Owner shall:

i. Submit to an inspection by appropriate City staff for all Eligible Costs, insuring that the Eligible Costs have been completed in strict accordance with this Agreement, the Façade Plans, and all applicable City codes, ordinances, rules, and regulations.

ii. Provide to the City Community Development Department proof of paid receipts, contractor and subcontractor sworn statements, and all applicable lien waivers.

C. Payment. The City shall release funds from the Façade Improvement Grant to the Owner for Eligible Costs only after (i) the Owner has satisfied the conditions of B.i and B.ii above and (ii) the Community Development Director has determined that there are no pending

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violations of this Agreement and all applicable City codes, ordinances, rules, and regulations at the time such release is approved.

D. City Lien Rights. If, for any reason, the Owner fails to complete the Eligible Cost items, or otherwise abandons the Property prior to completion of the Eligible Cost items, the City shall have a lien against the Property in its favor in the amount of the Façade Improvement Grant so released to the Owner. The City may enforce such lien in foreclosure proceedings as permitted by law.

SECTION 5. PERFORMANCE OF ELIGIBLE COST ITEMS.

A. Compliance with Approved Plans. The Owner agrees that any items approved by the City as Eligible Costs under Section 4 of this Agreement shall be performed in a good and workmanlike manner in strict accordance with this Agreement, the Façade Plans, and all applicable City codes, ordinances, rules, and regulations.

B. Applicable Standards. The Owner will perform the following obligations in connection with the Eligible Cost items:

- i. Comply with all codes, ordinances, rules, and regulations applicable to the Property, including all applicable building and zoning codes;
- ii. Take all reasonable action to assure completion of the approved Eligible Cost items within a reasonable time period and within the term of this Agreement;
- iii. Allow inspection of the work constituting the approved Eligible Cost items by authorized employees and agents of the City to assure compliance with this Agreement, the Façade Plans, and all applicable City codes, ordinances, rules, and regulations;
- iv. Maintain and allow access to the financial records that pertain to the approved Eligible Costs items by authorized employees and agents of the City and any other agency involved with administration of the Façade Improvement Grant; and
- v. Maintain, at a minimum, all contracts, change orders, bills, invoices, receipts, canceled checks, and partial and final waivers of liens for at least three years following completion of the Eligible Cost items or such longer time as applicable regulations of the Façade Improvement Grant may require.

SECTION 6. MAINTENANCE OF ELIGIBLE COST ITEMS.

The Owner agrees to maintain in good condition, and not to change in any manner whatsoever, without first obtaining the express prior written consent of the Community Development Director, the Eligible Cost items for which funds from the Façade Improvement Grant were used for a period of at least 10 years from the completion of those items, pursuant to the Restrictive Covenant for Maintenance of Façade Improvements, attached as **Exhibit C**.

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SECTION 7. RECAPTURE.

The Owner agrees that if [s]he shall sell, transfer, or convey the Property within five years after the date upon which any funds have been released from the Façade Improvement Grant, the Owner, or his [her] successor, shall reimburse the City for the funds then released, to such date of sale, transfer or conveyance, from the Façade Improvement Grant in accordance with the following sliding scale:

YEAR OF SALE	PERCENTAGE OF CITY GRANT THEN RELEASE TO REIMBURSE
Up to One Year	100%
Up to Two Years	80%
Up to Three Years	60%
Up to Four Years	40%
Up to Five Years	20%

SECTION 8. TERM.

This Agreement shall have a term of 10 years from the date first written above.

SECTION 9. GENERAL PROVISIONS.

A. Recordation. This Agreement shall be recorded with the Office of the Cook County Recorder, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement. The Owner agrees to pay all fees and costs incurred by the City in the preparation and recordation of this Agreement.

B. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

C. Assignment. No part of this Agreement may be assigned by any of the parties hereto without prior written consent of the parties.

D. Entire Agreement. This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect.

E. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and properly approved by the Corporate Authorities of the City at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

F. Rights Cumulative. 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 such rights, remedies and benefits allowed by law.

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G. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the City's right to enforce such rights of any other rights.

H. Payment of City Costs. The Owner shall pay to the City, upon presentation of a written demand or demands therefore, all administrative, engineering, and legal fees incurred in connection with the drafting and the enforcement of this Agreement. If the amount so charged is not paid within 30 days following such written demand by the City for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Property and the City shall have the right to collect such charge, with interest and costs, and to enforce such lien in foreclosure proceedings as permitted by law.

I. Notice. All notice required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid.

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

Joe Kirkeeng
First Secure Bank & Trust
10360 S Robert Rd
Palos Hills, IL 60465

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

City of Oak Forest
15440 South Central Avenue
Oak Forest, IL 60452
ATTN: Community Development

J. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

K. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

L. Interpretation. 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.

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M. **Exhibit.** *Exhibits A through C*, attached to this Agreement, are, by this reference, incorporated in and made a part of this Agreement.

N. **Authority to Execute.**

1. **The City.** The City hereby represents the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by its Corporate Authorities.

2. **The Owner.** The Owner hereby represents to the City that it is the legal title owner of the Property and is therefore the only entity that may encumber the Property with this Agreement and that the persons executing this Agreement on its behalf have been properly authorized to do so.

[Signature and acknowledgement pages follow]


Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.


CITY OF OAK FOREST, an Illinois home rule municipal corporation

ATTEST:

By: 
Mayor

By: 
City Clerk

First Secure Bank & Trust

By: 

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** JOE KIRKEENG the PRESIDENT + CEO respectively of **First Secure Bank & Trust**, an Illinois C Corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said financial institution, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31 day of OCTOBER, 2019.

Seal



Diana M. Pasch
Signature of Notary

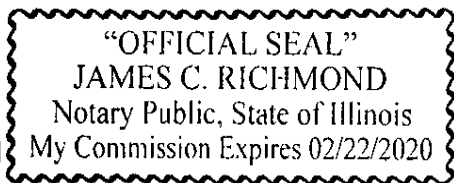
My Commission expires: July 12, 2021

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** HENRY L. KUWA and JOHN F. LAJONZIK the Mayor and City Clerk respectively of the **CITY OF OAK FOREST**, an Illinois home rule municipal corporation, are 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26TH day of MARCH, 2019.

Seal



James C. Richmond
Signature of Notary

My Commission expires: FEB. 22, 2020

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EXHIBIT A Property Legal Description

PARCEL 1: THE NORTH 100.00 FEET OF THE WEST 150.00 FEET OF LOT 'A' IN WARREN J. PETERS' FRIENDLY OAKS SUBDIVISION, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART HERETOFORE DEDICATED FOR PUBLIC HIGHWAY BY DOCUMENT 11113019, ACCORDING TO PLAT OF SAID SUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 12, 1957, AS DOCUMENT 1732808, AND EXCEPT THAT PORTION THEREOF TAKEN IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS, CONDEMNATION PARCEL 54, CASE 71U027, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED LOT; THENCE SOUTH, ALONG THE WEST LINE OF THE ABOVE DESCRIBED LOT, A DISTANCE OF 15 FEET TO A POINT; THENCE NORTHEASTERLY, ALONG A STRAIGHT LINE, TO A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED LOT, 15 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST, ALONG SAID NORTH LINE, 15 FEET TO THE POINT OF BEGINNING.

PARCEL 2: THAT PART OF LOT 1 IN RESUBDIVISION OF LOT 'A' (EXCEPT THE NORTH 100 FEET OF THE WEST 150 FEET THEREOF), LOT 'D' AND THE EAST 150 FEET (EXCEPT THE NORTH 100 FEET THEREOF) OF LOT 'E' IN WARREN J. PETERS' FRIENDLY OAKS SUBDIVISION, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART HERETOFORE DEDICATED FOR PUBLIC HIGHWAY BY DOCUMENT 11113019, ACCORDING TO PLAT OF SAID RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 5, 1962, AS DOCUMENT 2022665, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY, ALONG THE SOUTHERLY LINE OF SAID LOT 1, BEING ALONG AN ARC OF A CIRCLE, HAVING A RADIUS OF 260 FEET, BEING CONVEX TO THE NORTHEAST, THE CHORD THEREOF HAVING A BEARING OF SOUTH 78 DEGREES 21 MINUTES 2 SECONDS EAST AND A LENGTH OF 105.00 FEET; AN ARC DISTANCE OF 105.73 FEET TO A POINT; THENCE NORTH 21 DEGREES 57 MINUTES 16 SECONDS EAST A DISTANCE OF 126.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 54 MINUTES 0 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 0 DEGREES 0 MINUTES 0 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 96.06 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

...commonly known as 15901 S. Central Avenue, Oak Forest, IL 60452

PINS 28-21-117-005-0000, and 28-21-117-020-0000

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EXHIBIT B

Façade Improvement Cost Estimates



PROPOSAL

190090-01

Date: 01/28/2019

Expires: 03/28/2019

Drawing Numbers:

Project: First Secure Bank - Oak Forest
15901 Central Ave
Oak Forest, IL

Client: 1St Secure Bank & Trus-Palos Hills
215294
10360 S Roberts Rd.
Palos Hills, IL 60465-1930

Contact: Joe Kirkeeng 708-237-3107

We are pleased to offer this proposal for the following services at the above location.

Project Description:	Item Total:
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Aurora Sign Co To Provide The Following

1. Monument sign; Fabricate and install one (1) double-sided monument sign on to existing steel structure. Frame to be steel angle, cabinet to be .125 aluminum panel. All exposed surfaces to be coated with Matthews acrylic polyurethane paint. Faces to be 3/16 sign grade acrylic with first surface applied vinyl copy. Illumination provided by white LED. Connect to existing power provided. Sign to include one (1) 1' x 9' double-face Watchfire message center. Software to be installed on computer provided by client. Training included in the cost - Broadband wireless communication with 5 years of data plan included. Base not included.

A. Cost for Sign Installed	\$8,700.00
B. Cost for EMC Portion	\$9,723.00

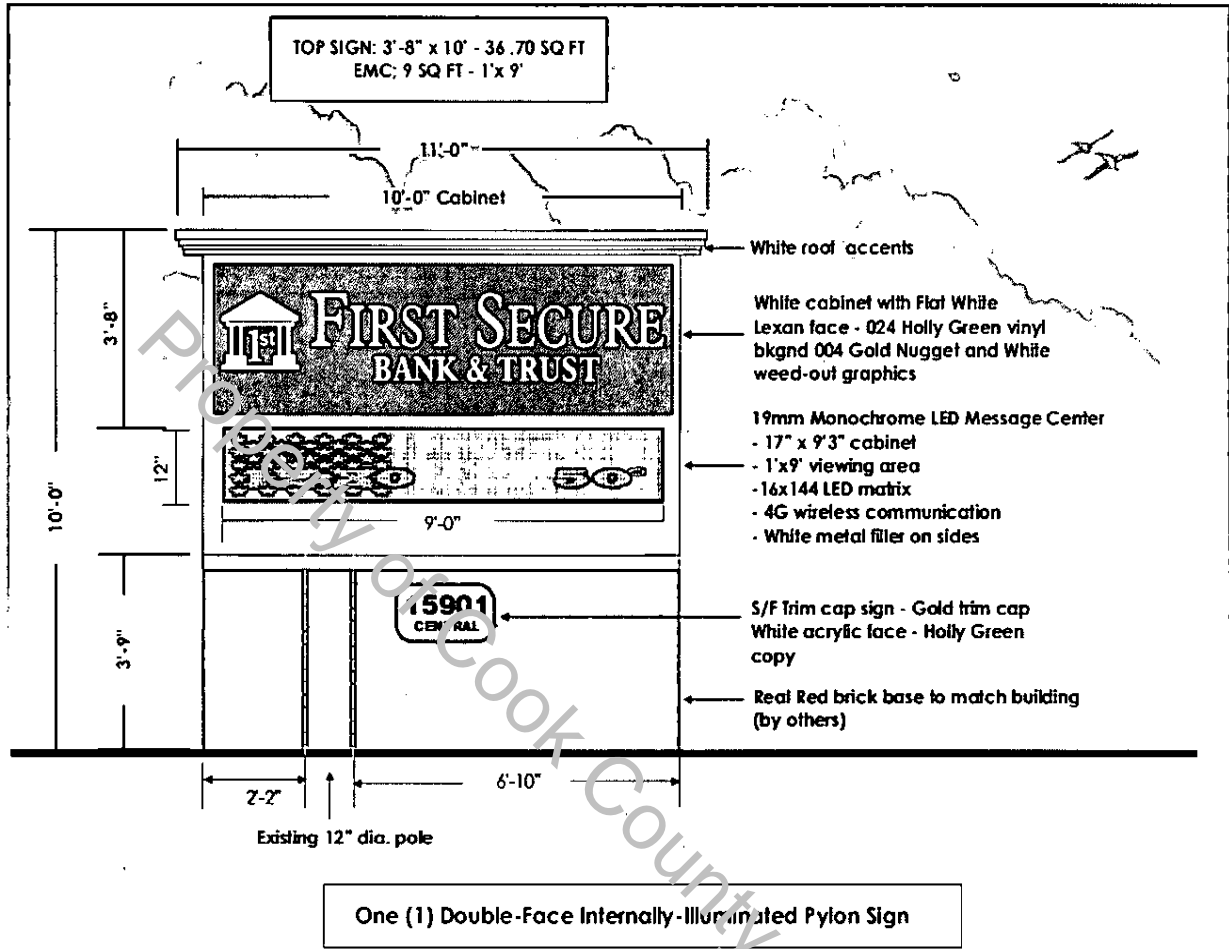
2. Illuminated Channel letters; Fabricate and install one (1) custom set of individual illuminated letters. Faces for letters will be 3/16" acrylic and will include 1/8" trimcap. All letter returns are fabricated from .063 aluminum, backs of letters are .090 aluminum. All exposed surfaces are coated with Matthews acrylic polyurethane paint. All letters to be flush mounted to existing building. **** CLEAN ACCESS TO THE INTERIOR/REAR OF THE SIGN REQUIRED FOR PROPER WIRING**** Illumination provided by LED. Connect to electrical feed supplied by others. Return trip for electrical connection if not provided at the time of install is subject to additional billing.

3. Non-illuminated letters; Fabricate and install one (1) set of metal letters. Letters to be pin mounted to stand off 1/4" from building facade. All exposed surfaces to be coated with Matthews acrylic polyurethane paint.

Deposit Rate: 50%	Subtotal: \$30,256.00
Deposit: \$15,128.00	Total: \$30,256.00

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EXHIBIT C Proposed Building Elevation



Proposed by Cook County Clerk's Office

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EXHIBIT D

Restrictive Covenant for Maintenance of Façade Improvements

THIS DOCUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:

Travis Bandstra
Director of Economic & Community Development
Community Development Department
City of Oak Forest
15440 S. Central Avenue
Oak Forest, IL 60452

RESTRICTIVE COVENANT FOR MAINTENANCE OF FAÇADE IMPROVEMENTS

First Secure Bank + Trust THIS RESTRICTIVE COVENANT is made this 15th day of November, 2020 by the Bank, the legal title owner of the property commonly known as the Bank, located in the City of Oak Forest ("City"), Cook County, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Restrictive Covenant ("Property").

NOW, THEREFORE, THE OWNER DECLARES that the Property and all portions thereof are and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants hereinafter set forth, which covenants are for the purpose of protecting the value and desirability of the Property and other properties in the City.

Section 1. Background.

A. The Owner has applied for a grant from the City to construct certain façade improvements on the building on the Property ("City Grant") and has agreed to the terms for the City Grant set forth in that certain Façade Improvement Grant Agreement recorded in the Office of the Cook County Recorder on November 15, 2020.

C. The Grant Agreement requires the Owner to execute and record a restrictive covenant binding the Owner to certain maintenance requirements for the façade improvements

D. The Owner has voluntarily submitted, and has agreed to execute, records and be bound by, this Restrictive Covenant.

Section 2. Owner's Obligations.

A. The Owner shall, at his sole cost and expense, cause, and be responsible for, the continuous maintenance, in a first rate condition, of all the façade improvements installed on the building on the Property pursuant to the City Grant;

B. The Owner shall not submit a subsequent application for a façade improvement grant for the building on the Property;

C. The Owner shall not alter or tear down the façade improvements installed on the building on the Property;

D. The Owner shall, at its sole cost and expenses, repair any damage to any public right-of-way that may be caused by or in connection with the installation of the façade improvements; and

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E. The Owner shall, at its sole cost and expense, install façade improvements on the building on the Property in accordance with the terms and conditions of the Grant Agreement, ("**Ground Sign**") attached as **Exhibit C** and, by this reference, made a part of this Restrictive Covenant. If, for any reason, the Owner fails to complete all of the work associated with the Grant Agreement, or otherwise abandons the Property prior to completion of work associated with the Grant Agreement, the City shall have a lien against the Property in its favor in the amount of the City Grant so released to the Owner. The City may enforce such lien as in foreclosure proceedings as permitted by law.

Section 3. General Provisions.

A. **Restrictive Covenant Running With the Property.** This Restrictive Covenant shall be recorded against, and shall run with, the Property and shall be binding upon and inure to the benefits of the Owner and their successors, assigns, agents, licensees, invitees, and representatives, and permanent and temporary occupants of the Property, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them.

B. **Recordation.** This Restrictive Covenant shall be recorded with the Office of the Cook County Recorder, and all contracts and deeds of conveyance relating to the Property, and any part thereof, shall be subject to the provisions of this Restrictive Covenant. The Owner agrees to pay all fees and costs incurred by the City in the preparation and recordation of this Restrictive Covenant.

C. **Term.** This Restrictive Covenant shall be enforceable for a term of ten (10) years from the date this Restrictive Covenant is recorded, unless an instrument amending this Restrictive Covenant shall be recorded and provide for some other duration.

D. **Payment of City Costs.** The Owner shall pay to the City, upon presentation of a written demand or demands therefore, all administrative, engineering, and legal fees incurred in connection with the drafting and the enforcement of this Restrictive Covenant; provided, however, that the Owner shall not be required to pay for any City costs associated with this Restrictive Covenant incurred prior to the date of its recordation in the Office of the Cook County Recorder. If the amount so charged is not paid within 30 days following such written demand by the City for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Property and the City shall have the right to collect such charge, with interest and costs, and to enforce such lien as in foreclosure proceedings as permitted by law.

E. **Notice.** All notice required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid.

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

Joe Kirkeeng
First Secure Bank & Trust
10360 S Robert Rd
Palos Hills, IL 60465

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

City of Oak Forest
15440 South Central Avenue
Oak Forest, IL 60452
ATTN: Community Development

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F. **Rights Cumulative.** Unless expressly provided to the contrary in this Restrictive Covenant, each and every one of the rights, remedies and benefits provided by this Restrictive Covenant shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

G. **Non-Waiver.** The City shall be under no obligation to exercise any of the rights granted to it in this Restrictive Covenant except as it shall determine to be in its best interest from time to time. The failure of the City to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the City's right to enforce such rights or any other rights.

H. **Governing Law.** This Restrictive Covenant shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

I. **Severability.** If any provision of this Restrictive Covenant is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Restrictive Covenant shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Restrictive Covenant shall not affect the enforceability of that provision in any other situation.

J. **Exhibit Exhibits A through C** attached hereto is, by this reference, incorporated in and made a part of this Restrictive Covenant.

K. **Amendments and Modifications.** No modification, addition, deletion, revision, alteration or other change to this Restrictive Covenant shall be effective unless and until such change is reduced to writing and executed and properly approved by the corporate authorities of the City at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

L. **Authority to Execute.** The Owner hereby represents to the City that it is the record title owner of the Property legally described in Exhibit A and is therefore the only entity that may encumber the Property with this Restrictive Covenant and that the persons executing this Restrictive Covenant on its behalf have been properly authorized to do so.

[Signature and acknowledgement pages follow]

