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Doc# 2117219007 Fee \$97.00

**FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT  
FOR THE JPMORGAN CHASE BANK DEVELOPMENT  
COMPRISING A PART OF THE PROSPECT AND MAIN TIF DISTRICT  
OF THE VILLAGE OF MOUNT PROSPECT, ILLINOIS**

This "First Amendment To The Redevelopment Agreement For The JPMorgan Chase Bank Development Comprising A Part Of The Prospect And Main TIF District Of The Village Of Mount Prospect, Illinois" (the "First Amendment") is made and entered into as of the 5 day of November, 2020 by and between the Village of Mount Prospect, Illinois, an Illinois home rule municipal corporation (the "Village"), MIG of Mount Prospect, LLC, an Illinois limited liability company (the "Owner"), and JPMorgan Chase Bank, National Association, a national banking association (the "Developer"). The Village, the Owner and the Developer are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, pursuant to Ordinance No. 6520, adopted July 7, 2020, the Village approved a "Redevelopment Agreement For The JPMorgan Chase Bank Development Comprising A Part Of The Prospect And Main TIF District Of The Village Of Mount Prospect, Illinois", dated July 8, 2020 (the "Redevelopment Agreement") with MIG of Mount Prospect, an Illinois limited liability company (the "Owner") and JPMorgan Chase Bank, National Association, a national banking association (the "Developer"), with said Redevelopment Agreement relating to the property generally located at the Northwest corner of Main Street (Illinois Route 83) and Northwest Highway, and the right-of-way of Evergreen Avenue, immediately East of Maple Avenue; and

**WHEREAS**, the Village, the Owner and the Developer desire to amend certain provisions of the Redevelopment Agreement relative to the date by which the property conveyance transactions, in regard to the Village Parcel and the Corner Feature Parcel, as set forth in the Redevelopment Agreement, are to take place; said Village Parcel and Corner Feature Parcel being legally described in Exhibit 1 and Exhibit 2, respectively, attached hereto and made part hereof; and

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**WHEREAS**, in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, it is in the best interests of the Village, the Owner and the Developer to enter into this First Amendment;

**NOW, THEREFORE**, in consideration of the foregoing, other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, and the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

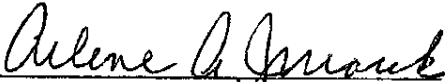
1. The Recitals, as set forth above, are incorporated herein by reference.
2. That Section V.E. of the Redevelopment Agreement is hereby amended by revising the reference therein to "December 31, 2020" to read, "March 31, 2021".
3. That all portions of the Redevelopment Agreement, not amended hereby, shall remain in full force and effect.
4. This First Amendment shall be executed simultaneously in three (3) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same First Amendment.
5. The Parties agree to record this First Amendment with the Cook County Recorder's Office against title to the Development Parcel, as part of the closing in regard to the conveyance of the Village Parcel to the Owner pursuant hereto. The Village, the Owner and the Developer shall equally share the cost of the recording charges. The Owner's and the Developer's rights and obligations in this First Amendment are covenants running with title to the Development Parcel and successor owners of the Development Parcel shall be and are bound by this First Amendment to the same extent as the Owner.
6. This First Amendment shall be deemed dated and become effective on the day on which this First Amendment is executed by the last of the signatories, as set forth below, with said date appearing on page 1 hereof.

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IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their respective authorized representatives, as set forth below.

**Village of Mount Prospect,**  
an Illinois home rule municipal corporation

**ATTEST:**


By:   
Arlene Juracek, Mayor

By:   
Karen Agoranos, Village Clerk

Date: 11/5/2020

Date: 11/5/2020

**MIG of Mount Prospect, LLC,**  
an Illinois limited liability company


By:   
Spiro Angelos, Manager

Date: 4-22-21

**JPMorgan Chase Bank, National Association,**  
a national banking association

**ATTEST:**

By:   
Name: Ryan Repp  
Title: Executive Director

By:   
Name: James P. N. Nicks  
Title: Vice President

Date: 4-15-21

Date: 4-15-21

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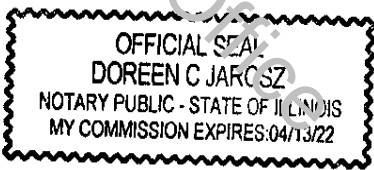
## ACKNOWLEDGMENT

State of Illinois     )  
                                   ) SS  
 County of Cook     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Arlene Juracek and Karen Agoranos, personally known to me to be the Mayor and Village Clerk of the Village of Mount Prospect, 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 Mayor 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 Board of Trustees of said Illinois home rule municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois home rule municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 5 day of November, 2020.

Doreen C. Jarcosz  
 Notary Public



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## ACKNOWLEDGMENT

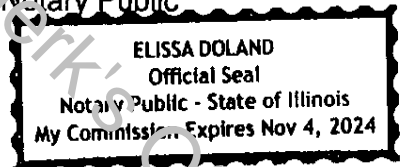
State of Illinois     )  
                                   ) SS  
 County of Cook     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Spiro Angelos, personally known to me to be the Manager of MIG of Mount Prospect, LLC, an Illinois 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 severally acknowledged that, as such Manager, he signed and delivered the said Agreement pursuant to authority given by the operating agreement of MIG of Mount Prospect, LLC, as his free and voluntary act, and as the free and voluntary acts and deeds of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 22<sup>nd</sup> day of April,  
 2020. 2021

*[Handwritten Signature]*

Notary Public



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## ACKNOWLEDGMENT

State of Ohio  
County of Delaware <sup>SS</sup>

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Ryan Repp, personally known to me or proven 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 s/he signed and delivered said instrument as her/his voluntary act as the Executive Director of JPMorgan Chase Bank, National Association, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15<sup>th</sup> day of April, 2021.

Lisa Ransom

Notary Public



Lisa Ransom  
Notary Public, State of Ohio  
My Commission Expires  
January 8, 2026

Property of Cook County Clerk's Office

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## Exhibit 1

### **Legal Description of the Village Parcel**

#### **Legal Description:**

THAT PART OF LOT 1 IN KELJIK'S RESUBDIVISION IN MOUNT PROSPECT, TOGETHER WITH THAT PART OF LOT 9 IN JOHN MEYN'S SUBDIVISION RECORDED FEBRUARY 26, 1931, AS DOCUMENT 10851688, TOGETHER WITH THAT PART OF LOT A IN CORPORATE SUBDIVISION NO. 9, ALL BEING IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1 IN KELJIK'S RESUBDIVISION; THENCE SOUTH 89 DEGREES 05 MINUTES 29 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 49.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID SOUTHWEST CORNER BEING ON THE EAST LINE OF SAID LOT 9 IN JOHN MEYN'S SUBDIVISION; THENCE SOUTH 01 DEGREE 09 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE, 61.19 FEET; THENCE SOUTH 88 DEGREES 50 MINUTES 50 SECONDS WEST, 6.71 FEET; THENCE NORTH 59 DEGREES 23 MINUTES 32 SECONDS WEST, 7.04 FEET; THENCE NORTH 01 DEGREE 09 MINUTES 10 SECONDS WEST, 106.08 FEET; THENCE NORTH 88 DEGREES 50 MINUTES 50 SECONDS EAST, 62.67 FEET TO THE EAST LINE OF SAID LOT 1 IN KELJIK'S RESUBDIVISION; THENCE SOUTH 01 DEGREE 09 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE, 48.80 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

**P.I.N.:** Pt. 08-12-107-008, Pt. 08-12-107-018 and Pt. 08-12-107-021

**Common Address:** Part of 108-110 South Main Street,  
Mount Prospect, Illinois 60056

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## Exhibit 2

### **Legal Description of the Corner Feature Parcel**

#### **Legal Description:**

THAT PART OF LOT 2 IN KELJIK'S RESUBDIVISION IN MT. PROSPECT, BEING A RESUBDIVISION OF THE EAST 50 FEET OF BLOCK 16 (EXCEPT THE NORTH 59.29 FEET THEREOF) IN MT. PROSPECT, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 59 DEGREES 23 MINUTES 32 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 58.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREE 09 MINUTES 10 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 10.04 FEET; THENCE NORTH 88 DEGREES 50 MINUTES 50 SECONDS EAST, 49.97 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 01 DEGREE 09 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE, 40.97 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

**P.I.N.:** Pt. 08-12-107-019

**Common Address:** Northwest Corner of Main Street and Northwest Highway,  
Mount Prospect, Illinois 60056