

ORDINANCE NO. 18.061

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**AN ORDINANCE APPROVING THE REDEVELOPMENT AGREEMENT WITH
KM REAL PROPERTIES, LLC**

WHEREAS, Section 11-74.4-4 of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4) provides that no agreement regarding the development of land shall be made except upon the adoption of an ordinance by the corporate authorities;

WHEREAS, the City of Peoria, Illinois (the "City") has, pursuant to statute, designated a redevelopment project area and approved redevelopment plans;

WHEREAS, the City has received a proposal from KM REAL PROPERTIES, LLC (the "Redeveloper") whereby the Redeveloper proposes to redevelop the South East corner of University Street and War Memorial Drive to include private roadway improvements and site preparations on and around parcel numbers 1429401021, 1429401030 and 1429401031 immediately at the intersection of University and War Memorial as a prerequisite for property sale as set for the in the Redevelopment Agreement, which is expected to generate tax revenue and employment opportunities;

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, AS FOLLOWS:

1. The Redevelopment Agreement attached hereto is hereby approved.
2. The Mayor, Clerk and other officers of the City are authorized to execute the Redevelopment Agreement and other documents, and to perform all acts, necessary to carry out the intent of this ordinance.
3. This Ordinance shall take effect upon passage and publication as provided by law.


PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS this
11th day of April, 2023.

APPROVED



Mayor

ATTEST:


City Clerk

EXAMINED AND APPROVED:


Corporation Counsel

REDEVELOPMENT AGREEMENT

This REDEVELOPMENT AGREEMENT (“Agreement”) between **THE CITY OF PEORIA** (“City”), a municipal corporation, and **KM REAL PROPERTIES, LLC** (“Redeveloper”), an Illinois limited liability company, is entered into this 11th day of April, 2023.

RECITALS

WHEREAS, the City has adopted a redevelopment project area known as the University / War TIF District Redevelopment Project Area (the "Redevelopment Project Area") also referred to herein as "The TIF District" in the City, pursuant to 65 ILCS 5/11-74.4-1, et seq. of the Illinois Compiled Statutes, the "Tax Increment Allocation Redevelopment Act" (hereinafter referred to as the "Act"); and

WHEREAS, pursuant to the provisions of the Act, the City has adopted the University / War TIF District Tax Increment Redevelopment Plan (hereinafter referred to as the "Redevelopment Plan") pertaining to the redevelopment of the Redevelopment Project Area, a copy of which is available for inspection in the office of the City Clerk of the City; and

WHEREAS, the City adopted Resolution No. 21-108 on April 27, 2021, providing that redevelopment costs incurred after that date within the planned TIF District are eligible for reimbursement, subject to the provisions of a redevelopment agreement approved by the City; and

WHEREAS, the Redeveloper, consistent with the objectives of the Redevelopment Plan, has undertaken and completed a project as described on **Schedule 1** attached hereto and incorporated herein (the "Project") on a parcel of real estate within the TIF District which parcel is described on **Schedule 2** attached hereto and incorporated herein ("Project Site"); and

WHEREAS, the City, after due and careful consideration, has concluded that the redevelopment of the Project Site will help to arrest the economic and physical decline of the Redevelopment Project Area, and to promote a policy of stabilization and revitalization not only in the Redevelopment Project Area, but also in the surrounding area of the City; and

WHEREAS, to support the Redeveloper’s construction of the Project, the City is willing to provide the Redeveloper the incentives set forth in this Agreement; and

WHEREAS, the City has found that without the assistance of the City as set forth in this Agreement, the Redeveloper would not have proceeded with the Project; and

NOW THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

ARTICLE I: DESCRIPTION OF THE PROJECT

1.1 The Project. The Project has been completed as described on **Schedule 1** and located on the Project Site as shown in **Schedule 2**.

1.2 The Cost of Project. The Cost of the Project is set forth on **Schedule 1** attached hereto and incorporated herein ("Estimated Project Cost").

1.3 The Project Completion. The Project has been completed.

1.4 Public Benefit Statement. The City and Redeveloper agree that the project has been completed with the explicit intent to strengthen and revitalize a priority low-to-moderate income community by both eliminating blight and creating and preserving jobs.

ARTICLE II: CONSTRUCTION OF THE PROJECT

The Redeveloper has completed the Project in accordance with the **Schedule 1**, and according to the standards and schedules, herein described.

2.3 Quality of Construction and Conformance to Federal, State and Local Requirements. All work with respect to the Project and any other structures of buildings on the Project Site (the "Works") shall conform to this Agreement, the City's zoning code, building code and all applicable federal, state and local laws, regulations and ordinances including, but not limited to, environmental codes and life safety codes. Failure to conform to these codes and laws, including failure to obtain proper permits, will nullify the City's obligation under this Agreement, if such failure to conform persist after notice and a reasonable opportunity to cure. The Redeveloper shall cause the construction of the Works to be commenced and to be prosecuted with due diligence and in good faith in accordance with the terms of this Agreement and shall cause the Works to be constructed in a good and workmanlike manner in accordance with the Project described in **Schedule 1**.

2.5 Utilities. All arrangements for utilities must be made by the Redeveloper with the applicable utility company. The City makes no representations whatsoever with respect to the adequacy or availability of utilities with respect to the Project or Project Site.

2.6 Insurance.

2.6.1 Liability Insurance. The Redeveloper or the Redeveloper's contractor shall procure and deliver to the City, at the Redeveloper's or such contractor's cost and expense, and shall maintain in full force and effect throughout the performance of each and every obligation of Redeveloper contained herein, and until all obligations of the Redeveloper have been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and workmen's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than One Million Dollars (\$1,000,000) each occurrence and Five Million Dollars (\$5,000,000) total, all such policies to be in such form and issued by such companies as shall be acceptable by City to protect City and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the Project or the improvements or the construction and improvement thereof. Each such policy shall name the City as an additional insured and shall contain an affirmative

statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy.

2.7 Rights of Inspection: Agency. During construction and following the completion of the Project, the City or its designee shall have the right at any time and from time to time to enter upon the Project for the purposes of inspection. Inspection by the City of the Project shall not be construed as a representation by the City that there has been compliance with the Plans or that the Project will be or is free of faulty materials or workmanship, or a waiver of any right, the City or any other party may have against the Redeveloper or any other party for noncompliance with the Plans or the terms of this Agreement.

ARTICLE III: REPRESENTATIONS OF THE REDEVELOPER

The Redeveloper represents warrants and agrees as the basis for the undertakings on its part herein contained that:

3.1 Organization. The Redeveloper is a limited liability company organized, existing and in good standing under the laws of the State of Illinois. The Redeveloper shall, as a condition precedent to the implementation of this Agreement, provide the City with the names and addresses of all officers, directors, shareholders, managers, and members of the Redeveloper.

3.2 Authorization. The Redeveloper has power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement.

3.3 Non-Conflict or Breach. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of the Redeveloper's organizational documents or any restriction, agreement or instrument to which the Redeveloper is now a party or by which the Redeveloper is bound.

3.4 Pending Lawsuits. There are no lawsuits either pending or threatened that would affect the ability of the Redeveloper to proceed with the construction and Redevelopment of the Project on the Project Site as of the date of this Agreement.

3.5 Location of Project. The Project -is located within the Project Site as shown in **Schedule 2.**

3.6 Conformance with Requirements. The Redeveloper represents and warrants that the construction of the Project in accordance with **Schedule 1** in all respects conforms to and complies with all covenants, conditions, restrictions, zoning ordinances, environmental regulations and land use regulations affecting the Project Site, and that any business conducted on the Project Site will conform and comply with said land use regulations, including but not limited to zoning ordinances.

3.7 Inclusion and Equity Requirements. The redeveloper agrees to support the City's efforts to be a viable, livable, and equitable community, and to advance equity and inclusion for Project. This would include compliance to the Equal Employment Opportunity clauses per **Schedule 6.** In addition, this would also include the equitable and fair treatment of socially

disadvantage groups for the Project with respect to: a) leasing of units, b) hiring of employees, and c) bidding and awarding contracts. In particular, Redeveloper will work with the City to assist in the solicitation and procurement of goods and services and construction contracting work from Minority Business Enterprises and Women Owned Business Enterprises by submitting any bids for such goods and services for distribution to a list of MBE/WBE suppliers provided by the City.

ARTICLE IV: REPRESENTATIONS OF THE CITY

The City represents, warrants and agrees as a basis for the undertakings on its part contained herein that:

4.1 Organization and Authorization. The City is a municipal corporation organized and existing under the laws of the state of Illinois and has the power to enter into and by proper action has been duly authorized to execute, deliver and perform this Agreement.

4.2 Redevelopment Plan. The Redevelopment Plan (including the Redevelopment Project Area set forth therein) has been properly formed, adopted and approved by the City in accordance with Illinois law and is in full force and effect.

4.3 Non-Conflict or Breach. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement, or instrument to which the City is now a party or by which the City is bound.

4.4 Pending Lawsuits. There are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

ARTICLE V: PROJECT INCENTIVES & COST REIMBURSEMENT

The City will provide the following Incentive and Cost Reimbursement for the Project herein described as:

5.1 Reimbursement of Redevelopment Project Costs. The City will reimburse the Redeveloper up to the eligible redevelopment project costs incurred by the Redeveloper with respect to the Project as presented in Schedule 1, and further defined categorically in Section 74.4-3 (q) of the Act (the "Reimbursement") in accordance with this as Article V.

5.2 Conditions Precedent to Reimbursement. The City's obligation to make the Reimbursement set forth in this Article V hereof is subject to the following:

5.2.1 The commencement and completion of the Project pursuant to the terms of this Agreement.

5.2.2 The Redeveloper's compliance with the terms and conditions of this Agreement, subject to applicable cure periods.

5.3 The Reimbursement will be in an amount equal to seventy-five (75) percent of the “Project Tax Increment” (defined below) attributable to the Project Site until the eligible redevelopment project costs shown in Schedule 1 are reimbursed in full or the termination of the Redevelopment Project Area, whichever occurs first. Payments shall be made to the Redeveloper within 30 days of the deposit of funds in the City’s special tax allocation fund attributable to the Project Site beginning with tax year 2022 (payable 2023) and continuing until the eligible redevelopment project costs are reimbursed in full or the termination of the Redevelopment Project Area, whichever occurs first.

“Project Tax Increment” means, for each calendar year, that portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property within the Project Site, over and above the initial equalized assessed value of each property existing at the time tax increment financing was adopted, within the Project Site, that is collected and paid to the City.

5.4 Documentation of Redevelopment Project Costs. The Redeveloper shall document Redevelopment Project Costs and payment of annual property taxes in full to the reasonable satisfaction of the City by submitting the documents in substantial per the Requisition for Reimbursement form in **Schedule 5** attached hereto and incorporated hereunder.

5.5 Total Limitation. The City’s obligation to pay the Reimbursement shall terminate upon the earlier of (i) the date that a total of all TIF Eligible expenses have been paid as shown in **Schedule 1**, or (ii) termination of the Redevelopment Plan and TIF District or (iii) the occurrence of any act on the part of Redeveloper, or on the part of any person acting on behalf of the Redeveloper, constituting a default under this Agreement, subject to applicable cure periods. Reimbursement payments shall be made from the Special Tax Allocation Fund and solely from Project Tax Increment generated by the Project Site.

ARTICLE VI: REDEVELOPER COVENANTS AND RESTRICTIONS.

6.1 Project Subject to Redevelopment Plan and Agreement. The Redeveloper agrees to comply with the terms and conditions of this Agreement and constructed the Project subject to the terms, covenants, building and use restrictions, and other conditions in the Redevelopment Plan and this Agreement.

6.2 Non-discrimination. The Redeveloper shall not discriminate in violation of any applicable federal, state or local laws or regulations upon basis of race, color, religion, sex, age, or national origin or other applicable factors in the sale, lease or rental, or in the use or occupancy of the Project or any part thereof.

6.3 Property Taxes. The Redeveloper covenants that it will pay all real estate taxes with respect to the Project and Project Site when due; and that it shall not apply for, seek, or authorize any exemption from the imposition of general real estate taxes on the Project or Project Site, or any portion thereof, without first obtaining prior written approval of the City. Nothing herein shall be construed so as to prevent the Redeveloper from otherwise contesting the assessment or collection of any taxes under statutory procedures set forth in the Illinois Revised Statutes, provided that the Redeveloper gives the City fifteen (15) days prior written notice of its intent to contest the assessment or collection of taxes. In the event that said real estate taxes are not paid within thirty (30) days of

the date said taxes are due, the City may, at its option, pay said taxes. Any amounts paid by the City shall immediately become due from the Redeveloper, together with interest at the rate of 12% per annum. As of the date of such payment, the City shall have a lien against the Project for all amounts paid together with interest and all expenses incurred in the recovery of said amounts.

6.4 Form of Covenants and Restrictions. The covenants, uses and restrictions referred to in this Article 6, in the form of the Declaration of Covenants, Uses and Restrictions attached hereto as Schedule 7, shall be executed and recorded with the Peoria County Recorder of Deeds with respect to the portion of the Project Site owned by the Redeveloper within thirty (30) days after the date hereof.

ARTICLE VII: REDEVELOPER INDEMNIFICATION OF CITY

So long as the Redeveloper or its successors or assignees maintain a direct ownership interest in the Project or Project Site or any part thereof (excluding, for example, a direct interest therein solely as a creditor or mortgagee), the Redeveloper and its successors and assignees agree to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person or persons, business, firm, partnership, limited liability company or corporation arising from (i) the Redeveloper's or its successors or assignees operation or management of the Project, or from any work of or thing done by the Redeveloper or its successors or assignees on the Project Site, or any work or activity of the Redeveloper or its successors or assignees connected to the construction of the Project; (ii) any breach or default on the part of the Redeveloper or its successors or assignees in the performance of any of its obligations under or in respect of this Agreement; (iii) any act of negligence of the Redeveloper or its successors, assignees or any of its agents, contractors, servants or employees; (iv) any violation by the Redeveloper or its successors or assignees of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project Site or the Project; or (v) any violation by the Redeveloper or its successors or assignees of state or federal securities law in connection with the offer and sale of interests in the Redeveloper his successors, assignees, its affiliates or any part of the Project. The Redeveloper and its successors and assignees agree to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper or its successors or assignees upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper and its successors and assignees shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City. It is agreed and understood that the aforesaid indemnities in this Article VII shall be binding on the Redeveloper and its successors and assignees only for such period as the Redeveloper and its successors and assignees maintain a direct ownership interest in the Project or Project Site or part thereof (excluding, for example, a direct interest therein solely as a creditor or mortgagee), and only with respect to such direct ownership interest in the Project or Project Site or part thereof.

ARTICLE VIII: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

8.1 Prohibition Against Transfer Prior to Completion. The Redeveloper shall not transfer the Project Site prior to completion of construction of the Project.

8.2 Transfer of Project and Project Site After Opening of the Project. After completion of construction of the Project and opening to the public of the Project, the Redeveloper (and any subsequent owner of the Project or Project Site or any part thereof) may transfer the Project or Project Site (or any portion thereof) without the consent of the City; provided that any proposed transferee, by instrument in writing reasonably satisfactory to the City and in a form recordable among the land records, shall expressly assume all of the obligations of the Redeveloper under this Agreement and agree to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event that the transfer is of or relates to part of the Project, such obligations, conditions and restrictions to the extent that they relate to so such part). The fact that any transferee of, or any other successor in interest whatsoever to, the Project, or any part thereof, shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of the Project or Project Site or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City, of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer.

8.3 Status of Assignee. Any assignee of the Redeveloper under the provisions hereof shall be considered the "Redeveloper" for all purposes of this Agreement.

8.4 No Release of Redeveloper. Any consent by the City to any total or partial transfer of the Project or the Project Site shall not be deemed a release of the Redeveloper from any of its obligations hereunder, or from any conditions or restrictions to which the Redeveloper is subject, unless the Redeveloper is expressly released in writing by the City.

ARTICLE IX: DEFAULT AND REMEDIES

9.1 Events of Default. The following shall be events of default ("Events of Default") with respect to this Agreement:

9.1.1 If any material representation made by the Redeveloper or City in this Agreement, or in any certificate, notice, demand, or request made by the Redeveloper or City, in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

9.1.2 Breach by the Redeveloper or City of any material covenant, warranty or obligation set forth in this Agreement and the failure of the Redeveloper to cure such breach within sixty (60) days after notice from the City to the Redeveloper of such breach.

9.2 Remedies of Default or Bankruptcy or Dissolution. In the case of an Event of Default or bankruptcy or dissolution by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default or bankruptcy or dissolution within thirty (30) days after receipt of such notice. If, in such case action is not taken, or not diligently pursued, or the Event of Default or bankruptcy or dissolution shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or bankruptcy or dissolution, including but not limited to, proceedings to compel specific performance by the party in default of its obligations, and may pursue any and all other remedies available under the laws of the State of Illinois.

In case the City or Redeveloper shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceedings had been taken.

9.3 Other Rights and Remedies of City and Redeveloper: Delay in Performance Waiver.

9.3.1 No Waiver by Delay. Any delay by the City or the Redeveloper in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the City or Redeveloper should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by the City or Redeveloper with respect to any specific Event of Default by the Redeveloper or City under this Agreement be considered or treated as a waiver of the rights of the City or Redeveloper under this Section or with respect to any Event of Default under any section in this Agreement or with respect to the particular Event of Default, except to the extent specifically waived in writing by the City or Redeveloper.

9.3.2 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

9.3.3 Delay in Performance. For the purposes of any of the provisions of this Agreement except with regard to payment of real estate taxes as provided herein, neither the City, nor the Redeveloper, as the case may be, nor any successor in interest, shall be

considered in breach of, or in default of, its obligations with respect to the acquisition or preparation of the Project Site for Redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or Redeveloper with respect to the acquisition or construction of the Project shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

ARTICLE X: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agrees that during and with respect to the construction of the Project provided for in this Agreement that the following will apply:

10.1 Non-Discrimination. The Redeveloper will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or natural origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

10.2 Advertising. The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

10.3 Terms and Conditions. The Redevelopers or Redevelopers conducting business with the City of Peoria shall comply with the fair employment and affirmative action provisions of Chapter 17, Article III, and Division 4 of the municipal code. Anyone involved with employment or contracting for this Plan will be responsible for conformance with this policy and the compliance requirements of applicable state and federal regulations. The Redeveloper shall comply with the terms and conditions set forth on **Schedule 6**, Equal Employment Opportunity, attached hereto and made a part hereof. Where reference is made to "contractor" in **Schedule 6**, it shall mean the Redeveloper.

ARTICLE XI: MISCELLANEOUS

11.1 Authorized Representatives.

11.1.1 Redeveloper. By complying with the notice provisions hereof, the Redeveloper shall designate an authorized representative from time to time, who, unless applicable law requires action by the Manager(s) of the Redeveloper, shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents, agreements, and other actions required or described in this Agreement for and on behalf of the Redeveloper.

11.1.2 City. By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the Redeveloper on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City.

11.2 Entire Agreement. The terms and conditions set forth in this Agreement, Schedules, and Exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Redeveloper. This agreement however does not supersede any code requirements of regulating agencies.

11.3 Binding Upon Successors in Interest. This Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.

11.4 Titles of Paragraphs. Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision hereof.

11.5 Severability. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.

11.6 Memorandum of Agreement. At either party's request, the parties shall execute and record a Memorandum of Agreement with respect to that portion of the Project Site owned by the Redeveloper in the form attached as Schedule 8.

11.7 Further Assistance and Corrective Instruments. The City and the Redeveloper agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto, for carrying out the intention of or facilitating the performance of this Agreement.

11.8 Notices. Any written notice or demand hereunder from any party to another party shall be in writing and shall be served by (a) personal delivery, (b) Fax with confirmation by first-class mail or (c) certified mail, return receipt requested at the following addresses:

To the City at:

City Clerk
City of Peoria
419 Fulton Street, Room 401
Peoria, IL 61602

With copies to:

City Manager
City of Peoria
419 Fulton, Room 207
Peoria, IL 61602

Corporation Counsel
City of Peoria
419 Fulton, Room 207
Peoria, IL 61602

And, to the Redeveloper at:

KM REAL PROPERTIES, LLC
PO Box 8178
East Peoria, IL 61611

With a copy to:

Elias, Meginnes & Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, IL 61602
Attn: Michael R. Seghetti

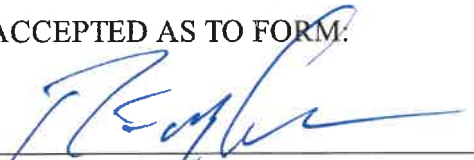
or to the last known address of any party or to the address provided by an assignee if such address is given in writing. Any party may change its address by providing notice in accordance with this provision. In the event said notice is mailed, the date of service shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF PEORIA

By: 
Its City Manager

Attest: 
Its City Clerk

ACCEPTED AS TO FORM:

Its City Attorney

KM REAL PROPERTIES, LLC

By: 
Authorized Signature

Print Name: MAAIL WESTO

Its: 

322-1780.d4

SCHEDULES:

SCHEDULE 1 - Project - Description, Project Costs, Renderings

SCHEDULE 2A - Project Site – Legal Description

SCHEDULE 2B- Project Site (Parcel Map)

SCHEDULE 2C- Project Site (Photos)

SCHEDULE 2D- Project Site Access Road Legal Description

SCHEDULE 3 - Intentionally Omitted.

SCHEDULE 4 - Intentionally Omitted.

SCHEDULE 5 - Requisition for Reimbursement of Redevelopment Project Costs

SCHEDULE 6 - Equal Employment Opportunity

SCHEDULE 7 - Declaration of Covenants, Uses and Restrictions

SCHEDULE 8 - Memorandum of Agreement

SCHEDULE 1

PROJECT DESCRIPTION

Project Summary

Improvements on and around parcel numbers 1429401021, 1429401030 and 1429401031 immediately at the intersection of University and War Memorial were undertaken as a prerequisite for property sale (see site plan attached). The successor buyer of parcel number 1429401021 required certain improvements along with public infrastructure improvements and road access to the property and parcel numbers 1429401030 and 1429401031 to affect the sale. Such improvements are also necessary for the development of parcels 1429401030 and 1429401031. The associated cost related to the infrastructure and road access additional cost that would negatively impact the transaction but for support offered in the inducement agreement by the City of Peoria to reimburse costs associated with the required improvements. The costs associated with the improvements are detailed later Project Costs listed below.

Project Costs

| USE OF FUNDS | | |
|---|-----------|-------------------|
| CONSTRUCTION | | |
| Hard Costs | | |
| Site preparation: Excavation | \$ | 716,347.93 |
| Engineering Costs | \$ | 38,758.00 |
| Utilities: Water | \$ | 4,694.00 |
| Other: Site Preparation-curb installation | \$ | 15,075.00 |
| Total Hard Costs | \$ | 774,874.93 |
| Soft Costs | | |
| Professional Services: Legal/brokerage | \$ | 217,483.00 |
| Other fees: | \$ | - |
| Soft Costs Contingency | \$ | - |
| Other: N/A | \$ | - |
| Total Soft Costs | \$ | 217,483.00 |
| TOTAL USE OF FUNDS | \$ | 992,357.93 |

SCHEDULE 2A
PROJECT SITE (Legal Description)

PARCEL 1

Part of Lot 7 in COMMISSIONER'S SUBDIVISION of the North Half of the Southeast Quarter of Section 29, Township 9 North, Range 8 East of the Fourth Principal Meridian, Peoria County, Illinois, more particularly bounded and described as follows: Commencing at the Northwest corner of said Southeast Quarter, Section 29 which is also the Northwest corner of said Lot 7 Commissioner's Subdivision; thence East along the North line of said Lot 7 a distance of 39 feet to the Point of Beginning of the property to be described; thence continuing East 103.09 feet to the Point of intersection of the Northerly line of said Lot 7 and the Southerly Right-of-Way line of Federal Aid Route # 172 (War Memorial Drive); thence East along the Southerly line of said Right-of-Way 259.8 feet; thence South 0° 42' East 181.6 feet; thence West 364.4 feet to the Easterly Right-of-Way line of North University Avenue; thence North 0° 42' East along said Right-of-Way 223 feet to the Point of Beginning; EXCEPTING THEREFROM that portion thereof, if any, dedicated to the People of the County of Peoria and State of Illinois by Deed of Dedication recorded May 5, 1937, in Book 497, page 363, and described as follows: Commencing at a point on the North line of said Lot 7, said point being 40 feet East of the centerline station 7, 74.6, thence South parallel to centerline of survey 427.7 feet; thence West 40 feet to the centerline station 3, 46.9, thence North following the centerline of survey to station 7, 74.6, thence East 40 feet to the Point of Beginning, said tract being referenced to centerline of survey of Section 47 M.F.T. State Aid Route #14 as shown by a Plat recorded in Plat Book "R", page 13, AND FURTHER EXCEPTING therefrom that portion thereof dedicated to the State of Illinois by Deed of Dedication recorded March 31, 1951, in Book 852, page 201, and described as follows: Commencing at a stone at the center of said Section 29; running thence South 88° 50' East a distance of 38.91 feet along the East and West Quarter Section line of Section 29 to the Point of Beginning on the Easterly Right-of-Way line of State Aid Route #14; from the Point of Beginning running thence South 88° 50' East a distance of 17.00 feet along said Quarter Section line; thence South 46° 18' West a distance of 24.1 feet, more or less, to the Easterly Right-of-Way line of State Aid Route #14; thence Northerly a distance of 17.0 feet along said Easterly Right-of-Way line to the Point of Beginning situated in the County of Peoria, in the State of Illinois; AND ALSO EXCEPTING THEREFROM that portion thereof conveyed to the State of Illinois by Warranty Deed recorded June 22, 1992 as Document No. 92-18317, and described as follows: Commencing at the Northwest Corner of the aforesaid Southeast Quarter of Section 29, said Northwest Corner also being the Northwest Corner of the said Lot 7, thence South 89° -34' -42" East (bearings assumed for description purposes only) along the North line of the said Lot 7, 95.10 feet to the intersection of said North line with the existing Easterly Right-of-Way line of F.A.U. Route 6593 (North University Street), said intersection to be the Point of Beginning of the Parcel to be described; From the Point of Beginning thence South 37° -09' -08" West, 47.00 feet to a point on the aforesaid existing Easterly Right-of-Way line of F.A.U. Route 6593 (North University Street); thence North 9° -39' -15" East along the said existing Easterly Right-of-Way line of F.A.U. Route 6593 (North University Street), 20.00 feet; thence North 54° -40' -11" East along the said existing Easterly Right-of-Way line of F.A.U. Route 6593 (North University Street), 30.68 feet to the Point of Beginning.

Parcel No. 1429401021

Commonly known as 3624 N. University Street, Peoria, IL 61604

SCHEDULE 2A
PROJECT SITE (Legal Description)
continued

PARCEL 2

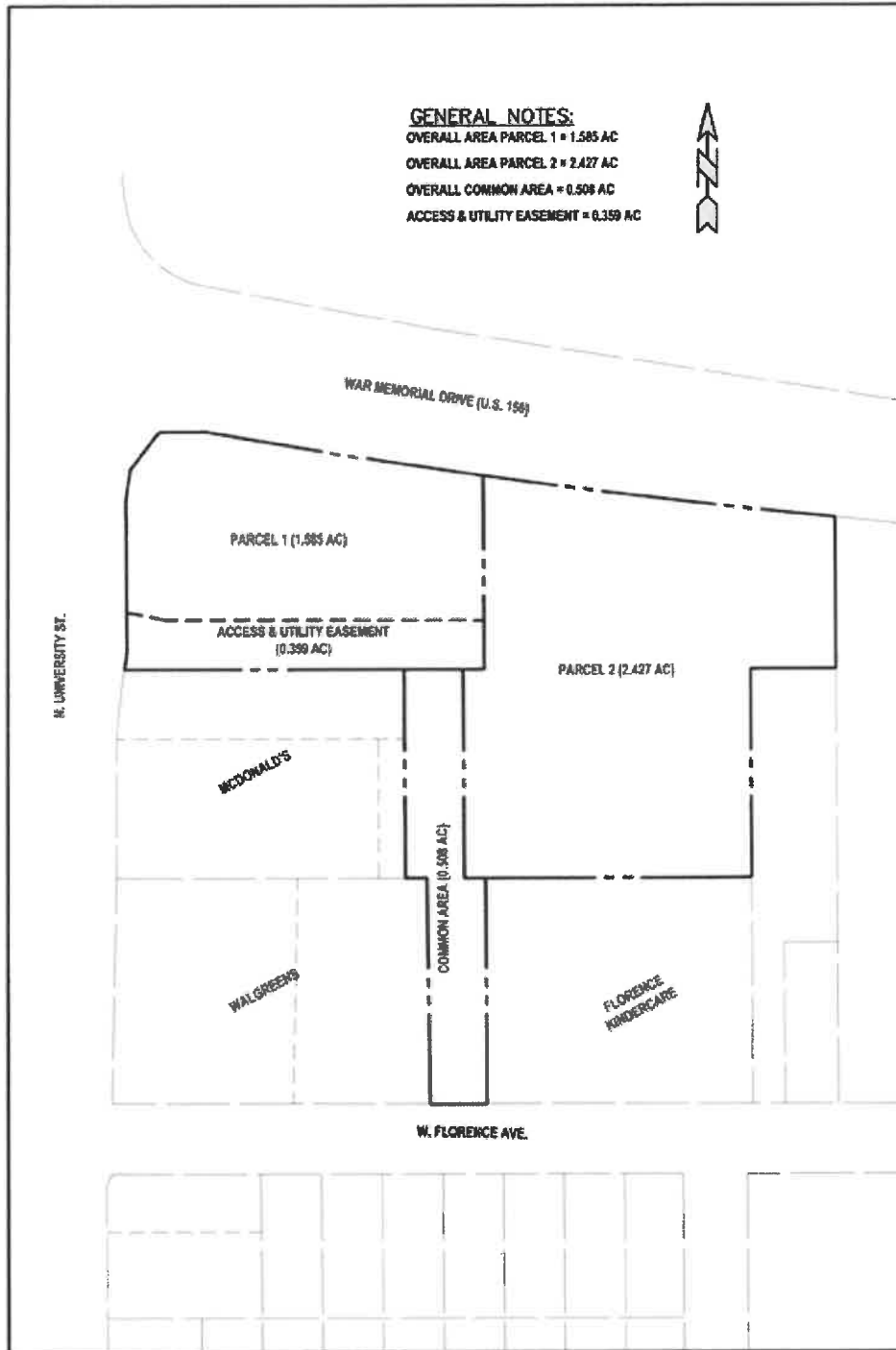
A PART OF LOT 7 IN THE COMMISSIONER'S SUBDIVISION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY-NINE (29), TOWNSHIP NINE (9) NORTH, RANGE EIGHT (8) EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF PEORIA, PEORIA COUNTY, ILLINOIS, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK H AT PAGE 42 IN THE PEORIA COUNTY RECORDER'S OFFICE, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 00°-28'-48" EAST (BEARINGS BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE 1202), ALONG THE EAST LINE OF SAID LOT 7, 438.29 FEET TO THE NORTHEAST CORNER OF A 0.575 ACRE TRACT AS SHOWN ON A PLAT OF SURVEY RECORDED IN TRACT SURVEY BOOK 21 AT PAGE 77 IN THE PEORIA COUNTY RECORDER'S OFFICE AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: **FROM THE POINT OF BEGINNING**, THENCE NORTH 89°-06'-57" WEST, ALONG THE NORTH LINE OF SAID 0.575 ACRE TRACT, 80.97 FEET TO THE NORTHWEST CORNER OF SAID 0.575 ACRE TRACT; THENCE SOUTH 00°-22'-27" WEST, ALONG THE WEST LINE OF SAID 0.575 ACRE TRACT, 195.37 FEET TO THE NORTHEAST CORNER OF A 1.205 ACRE TRACT AS SHOWN ON SAID PLAT OF SURVEY RECORDED IN TRACT SURVEY BOOK 21 AT PAGE 77 IN THE PEORIA COUNTY RECORDER'S OFFICE; THENCE NORTH 89°-10'-11" WEST, ALONG THE NORTH LINE OF SAID 1.205 ACRE TRACT 249.61 FEET TO THE NORTHWEST CORNER OF SAID 1.205 ACRE TRACT; THENCE NORTH 89°-10'-32" WEST, ALONG THE SOUTH LINE OF A 0.519 ACRE TRACT AS SHOWN ON A PLAT OF SURVEY RECORDED IN TRACT SURVEY BOOK 22 AT PAGE 133 IN THE PEORIA COUNTY RECORDER'S OFFICE, 20.00 FEET; THENCE NORTH 00°-28'-48" EAST, 195.63 FEET; THENCE SOUTH 89°-05'-04" EAST, 20.00 FEET TO THE NORTHWEST CORNER OF A 0.902 ACRE TRACT AS SHOWN ON SAID PLAT OF SURVEY RECORDED IN TRACT SURVEY BOOK 22 AT PAGE 133 IN THE PEORIA COUNTY RECORDER'S OFFICE; THENCE NORTH 00°-32'-56" EAST, 181.85 FEET TO THE SOUTH RIGHT OF WAY LINE OF WAR MEMORIAL DRIVE (US ROUTE 150); THENCE IN AN EASTERLY DIRECTION, ALONG SAID SOUTH RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 7,701.85 FEET FOR AN ARC DISTANCE OF 332.71 FEET, SAID CURVE BEING SUBTENDED BY A CHORD HAVING A BEARING OF SOUTH 82°-13'-44" EAST AND A LENGTH OF 332.69 FEET, TO THE EAST LINE OF SAID LOT 7; THENCE SOUTH 00°-28'-48" WEST, ALONG SAID EAST LINE, 141.96 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 2.427 ACRES (105,721 SF), MORE OR LESS.

PIN: 14-29-401-030
14-29-401-031

SCHEDULE 2B

PROJECT SITE (Parcel Map)



GENERAL NOTES:
 OVERALL AREA PARCEL 1 = 1.585 AC
 OVERALL AREA PARCEL 2 = 2.427 AC
 OVERALL COMMON AREA = 0.508 AC
 ACCESS & UTILITY EASEMENT = 0.399 AC



AUSTIN ENGINEERING CO., INC.
 Consulting Engineers / Surveyors
 311 SW Walker St., Suite 215
 Peoria, Illinois 61602
 License No. 194-001143



3624 N. UNIVERSITY ST.
 SITE PLAN

| | |
|------------|-----------|
| DESIGNED | |
| 08-24-2021 | SITE PLAN |
| | |
| | |
| | |
| | |
| | |

SITE PLAN

| | |
|-------------|------------|
| PROJECT NO. | |
| DATE | 08-24-2021 |
| SUBMITTED | |
| BY | BAK |
| CHECKED | |

SCHEDULE 2C

PROJECT SITE (Photos)



SCHEDULE 3

INTENTIONALLY OMITTED.

SCHEDULE 4

INTENTIONALLY OMITTED.

SCHEDULE 5

REQUISITION FOR REIMBURSEMENT OF REDEVELOPMENT PROJECT COSTS

KM REAL PROPERTIES, LLC (the "Redeveloper") requests a payment for year of _____ in an amount pursuant to a Redevelopment Agreement ("RDA") between Redeveloper and City approved by City Council on _____ and whose payment/s are to be validation by the City, and be made upon Redeveloper certifying the following, as needed:

Section 1 – Establishment of Redevelopment Project Cost (*one time validation*)

1. Redeveloper has provided proof of paid "Eligible Redevelopment Project Costs" in the amount of \$ _____ as defined in the RDA and evidenced by either:
 - Sworn Statement of General Contractor and/or Subcontractors showing Total Actual Project Cost, Payments Made by Owner, and Balances due Contractors.
 - Summary Sheet of Total Actual Project Cost and a list of paid invoices organized in the order of the Budget shown in **Schedule 1 – Total Project Cost** of the RDA.
2. Redeveloper has presented the Project's Estimated and Actual numbers below:

| | | |
|---------------------------|------------------------------|--------------------|
| \$ _____ | \$ _____ | _____ % |
| Actual Total Project Cost | Estimated Total Project Cost | Percent Difference |

Please note, upon the City's validation of Section 1, the Redeveloper will not need to submit any further evidence related to Project Cost.

Section 2 – Annual Reimbursement Requests (*annual validation*)

1. Redeveloper states, for year it seeks reimbursement, they have paid in-full the property taxes from which the reimbursement payment is being drawn, as evidenced by a paid tax receipt from the County, or as otherwise validated by City staff.

Redeveloper: _____
Authorized Signature *Print Name*

Date: _____
Date of Request *Print Title*

Please return to: City of Peoria - Economic Development Department
419 Fulton Street – Suite 207 - Peoria, IL 61602

-----Staff to Approve Requisition is Provided Below-----

City Staff: _____ City Approval Date: _____

SCHEDULE 6

EQUAL EMPLOYMENT OPPORTUNITY

I. In the event of the Redeveloper's noncompliance with any provision of this Equal Employment Opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Redeveloper may be declared non-responsible and, therefore, ineligible for future contracts or subcontracts with the City of Peoria and such other sanctions or penalties may be imposed or remedies invoked as provided by ordinance.

During and with respect to the Redevelopment and construction of the Project, the Redeveloper agrees as follows:

It is hereby declared to be the public policy of the City of Peoria, that it will not execute a contract for good and/or services with any individual, business enterprise, supplier/vendor; maintain a financial relationship with any financial institution; or use the services of any labor organization or member thereof found to be in violation of the provisions of the Municipal Code for the City of Peoria, Chapter 17, Article III, Division 4, Section 17-118.

This clause covers contractors, vendors, suppliers, borrowers and/or recipients of city resources, purchasers and/or Redevelopers of city owned property, and any other individuals or entities providing goods and/or services to the City of Peoria; and are hereinafter referred to as "Contractor".

If any Contractor conducting business with the City of Peoria fails to comply with the fair employment and affirmative action provisions of Chapter 17, Article III, Division 4 of the municipal code (hereinafter Chapter 17), the city, at its option, may do any or all of the following:

- (1) Cancel, terminate, or suspend the contract in whole or in part;
- (2) Declare the contractor ineligible for further contracts for one calendar year;
- (3) The Fair Employment and Housing Commission (hereinafter FEHC), in accordance with its rules and regulations, shall have the power to impose a penalty upon any Contractor failing to comply with Chapter 17 in an amount not less than \$50.00; nor more than as provided in Chapter 1, Section 1-5 of the municipal code, for each day that the Contractor fails to comply, upon a specific finding of such violation. The FEHC may order a Contractor found guilty of failure to comply with the provisions of Chapter 17 to pay all or a portion of the legal costs incurred by the city as a result of prosecution of such violations. Penalties assessed under this clause may be recovered from the Contractor by setoff against unpaid portion of the contract price; and
- (4) Such other sanctions as may be imposed by the FEHC pursuant to the provisions of Chapter 17 and other applicable ordinance provisions of the municipal code.'

During the performance of this contract, the Contractor agrees:

- (A) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, national origin, place of birth, age, or a physical and/or mental disability which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provisions of Peoria City Code, Chapter 17 and will require any subcontractor to submit to the City of Peoria a written commitment to comply with this division. The Contractor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral, and selection of job applicants, prospective job applicants, members, or prospective contractors.

"The Contractor agrees that the provisions of Chapter 17, of the Municipal Code of the City of Peoria are hereby incorporated by reference, as if set out verbatim."

- (B) That it will examine each one of its workforce job classifications to determine if minorities and/or females are underutilized; and it will take appropriate affirmative action steps to rectify such identified underutilization.
- (C) That if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability of minority and females in the area(s) from which it may reasonably recruit; and every good faith effort will be made in its selection process to minimize or eliminate identified areas of minority and/or female underutilization for each job classification for which there are employment opportunities.
- (D) That during the performance of this contract, the Contractor will maintain its "eligibility" status to conduct business with the City of Peoria under the provisions of the EEO certification registration program.
- (E) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, sex religion, national origin, age, or physical and/or mental disability.
- (F) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under Chapter 17. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with Chapter 17, the Contractor will promptly so notify the Equal Opportunity Office (hereinafter EOO) an/or the FEHC for the City of Peoria.
- (G) That it will submit reports as required and furnish all relevant information as may from time to time be requested the EOO and/or the FEHC.
- (H) That it will permit access to all relevant books, records, accounts and work sites by EOO staff members for purposes of investigation to ascertain compliance with Chapter 17.
- (I) That it will include verbatim or by reference the provisions of Section 17-120 of Chapter 17 so that such provisions will be binding in the same manner as with other provisions of this contract. The Contractor will be liable for compliance with applicable provisions of

this clause by all its subcontractors; and further, it will promptly notify the EOO and/or FEHC to be non-responsive and therefore, ineligible for contracts or subcontracts with the City of Peoria.

- (J) That during the performance of this contract, the Contractor agrees: that it will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a process including penalties ; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act (Public Act 87-1257). A copy of the policies shall be provided to the Illinois Department of Human Rights or the City of Peoria upon request.
- (K) That during the performance of this contract, the Contractor agrees that they do not and will not maintain or provide for their employees, any segregated facilities at any of their establishments, or permit employees to perform their services at any location under their control where segregated facilities are maintained.

As used in this document, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, religion, color, national origin, because of habit, local custom, or otherwise.

Prepared By:

* CITY OF PEORIA
* 419 FULTON ST
*
*
Peoria, Illinois 61602

After recording return to:

* CITY OF PEORIA
* 419 FULTON ST.
*
*
Peoria, Illinois 61602

DECLARATION OF COVENANTS, USES AND RESTRICTIONS

KM Real Properties, LLC (the "Declarant"), is the owner of certain real property located in the City of Peoria, the County of Peoria, the State of Illinois, more fully described in **Schedule 3** attached hereto and made a part hereof (the "Project Site").

The Declarant has entered into a Redevelopment Agreement (the "Agreement") dated as of APRIL 11, 2023, with the City of Peoria ("City"). The Agreement provides that the Declarant shall develop a project as described in the Agreement (the "Project") on the Project Site, which Project will further the Redevelopment of the University/War Redevelopment Project Area pursuant to the University/War Redevelopment Plan (the "Plan") adopted by the City on February 15, 2022. For the purpose of enhancing and protecting the value, the attractiveness and the desirability of the Project as developed pursuant to the terms of the Agreement; for the purpose of protecting the rights of the City pursuant to the terms of the Agreement; and for the purpose of enhancing and protecting the purposes of the Plan as aforementioned, the Declarant hereby declares that all of the Project and Project Site and each part thereof shall be held, sold, and conveyed only subject to the following covenants, uses and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any rights, title or interest in said property or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The Project Site and the Project shall be subject to the Agreement and the terms, covenants, building and use restrictions, and conditions in the Plan. In addition, the Project Site shall not be used, sold or leased for the purpose of operating the following businesses without first obtaining the prior written approval of the City of Peoria: Pawn shops, payday loan establishments, tattoo parlors, tobacco shops, vape shops, cannabis dispensaries, package liquor or liquor for consumption on premises other than as incidental to a restaurant.

2. The Declarant agrees that the Declarant shall not discriminate in violation of all applicable federal, state or local laws or regulations upon basis of race, color, religion, sex, age, national origin or

other applicable factors in the sale, lease or rental or in the use or occupancy of the Project Site or Project or any part hereof.

3. The Declarant covenants that it will pay all real estate taxes with respect to the Project Site or Project when due; and shall not apply for, seek, or authorize any exemption from the imposition of general real estate taxes on said Project Site or Project without first obtaining the prior written approval of the City of Peoria. Nothing herein shall be construed so to prevent Declarant from contesting the assessment or collection of any taxes under statutory procedures set forth in the Illinois Compiled Statutes; provided that the Declarant, its successors and assigns shall give the City of Peoria fifteen (15) days prior written notice of its intent to contest the assessment or collection of taxes.

4. It is intended and agreed that the covenants provided in Sections 1 and 3 of this Declaration shall remain in effect until the earlier of (i) termination of the Plan or (ii) the completion of the project and the covenants provided in Section 2 shall remain effective without any time limitation; provided, that all such covenants shall be binding on the Declarant only for such period as the Declarant maintains a direct ownership interest in the Project Site or Project or part thereof (excluding, for example, a direct interest therein solely as a creditor or mortgagee), and only with respect to such direct ownership interest in the Project Site or Project or part thereof. The termination of the covenants in Sections 1 and 3 shall be effective upon the happening of the events described in this Section 4 without any further action by either Declarant or the City and without the recording of any release or other document.

5. Subject to Section 4 above, it is intended and agreed that the covenants set forth in Sections 1 through 3 above shall be covenants running with the land and that they shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City and with regard to Section 2 above, the City, the State of Illinois, and the United States of America.

6. Subject to Section 4 above, it is also intended and agreed that the foregoing covenants set forth in Sections 1 through 3 above shall in any event, and without regard to technical classification or designation as legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City, the State of Illinois and the United States of America as provided in Section 5.

7. Failure by the City or as the case may be, by the State of Illinois or the United States of America to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

8. Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no way affect any other provisions, which shall remain in full force and effect.

9. Covenants and restrictions of this declaration may be amended by the Declarant only by duly recording an instrument, executed, and acknowledged by the City.

Executed at Peoria, Illinois, on the date first above written.

KM REAL PROPERTIES, LLC

By: 

Print Name: MARK WESTON


Title: MANAGER

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that MARK WESTON, personally known to me to be the Manager of **KM REAL PROPERTIES, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Manager and as the free and voluntary act of **KM REAL PROPERTIES, LLC** for the uses and purposes therein set forth; and on his respective oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notary seal this 17 day of APRIL, 2023.

Notary Public



OFFICIAL SEAL
MICHAEL R SEGHETTI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 5/1/25

Prepared By:

* CITY OF PEORIA
* 419 FULTON ST
*
*
Peoria, Illinois 61602

After recording return to:

* CITY OF PEORIA
* 419 FULTON ST.
*
*
Peoria, Illinois 61602

MEMORANDUM OF AGREEMENT


("Redeveloper") and the City of Peoria have entered into a Redevelopment Agreement dated as of APRIL 11, 2023 ("Agreement") with respect to certain real property located in the City of Peoria, the County of Peoria, the State of Illinois, more fully described in **Schedule 2** attached hereto and made a part hereof (the "Project Site"). The Agreement provides that the Redeveloper, subject to certain terms and conditions set forth in the Agreement, shall develop a project as described in the Agreement (the "Project") on the Project Site.

Dated: APRIL 11 2023

CITY OF PEORIA

KM REAL PROPERTIES, LLC

By: 
Its City Manager

By: 

Attest: 
Its City Clerk

Its: 

Print Name: MARK WESTER

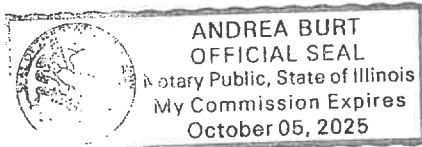
ACCEPTED AS TO FORM:


Its City Attorney

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that F. Patrick Ulrich and Stephanie Tarr, personally known to me to be the City Manager and City Clerk, respectively, of the City of Peoria, an Illinois municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such City Manager and City Clerk, respectively, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such City Manager and City Clerk, respectively, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notary seal this 21 day of April, 2023.



[Signature]
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that MARK WESTON, personally known to me to be the MANAGER, of **KM REAL PROPERTIES, LLC**, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such MANAGER, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such MANAGER, and as the free and voluntary act of said MANAGER for the uses and purposes therein set forth; and on his/her oath stated he/she was duly authorized to execute said instrument.

GIVEN under my hand and notary seal this 17 day of APRIL, 2023.



[Signature]
Notary Public