

REDEVELOPMENT AGREEMENT-

Peoria County

THIS DOCUMENT PREPARED BY

AND AFTER RECORDING

RETURN TO:

ROBERT C. HALL

416 Main Street

Suite 1125

Peoria, Illinois 61602

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2022, by and among J.P. Riverfront, LLC, an Illinois limited liability company ("JP"), Roszell-Sealtest Building Condominium Association, an Illinois Not-for-Profit Corporation (the "Association") and the City of Peoria, an Illinois municipal corporation, located in Peoria County, State of Illinois (the "City");

WITNESSETH

WHEREAS, JP and the City have entered into a Real Estate Purchase Agreement dated _____, 2022 or may enter into a Real Estate Purchase Agreement simultaneously with the execution of this Agreement , pursuant to which the City has purchased and been conveyed fee title to the following described real estate (the "Real Estate") by JP, to-wit:

SEE ATTACHED EXHIBIT 1

WHEREAS, the City has determined that the development and use of the Real Estate pursuant to the covenants and undertakings of the City herein set forth is in the best interest and welfare of the City by: a) the

promotion and support of development in the area of the Real Estate; and b) the increase in the tax revenues and vitality of the Warehouse District of the City;

WHEREAS, consistent with the above, the parties desire to better and more specifically define the development and operation and/or use of the Real Estate for the purpose of meeting and providing for the parking, utility service, and public access needs of current and further development of projects/properties bounding upon or in the vicinity of the Real Estate;

WHEREAS, to facilitate certain objectives as set forth above by JP and by the City relating to parking arrangements and commitments for the Parking Lot (later described) the Association joins in the execution of this Agreement and agrees to perform those covenants and undertakings as hereinafter set forth on its part to be required hereby; and

WHEREAS, the City, after due deliberation, has by ordinance and/or resolution adopted and approved the entering into this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, JP and the City hereby agree as follows:

1. **CONSTRUCTION / INSTALLATION OF PARKING LOT.** The City shall, as provided herein, construct and install upon a portion of the Real Estate a surface parking lot (the "Parking Lot") as is generally depicted upon the site plan attached hereto as Exhibit 2 (the "Site Plan") for the general purpose of providing parking for motor vehicles of owners, tenants, customers, residents and all other lawful users of developments upon properties as bound, or are in the vicinity of, the Real Estate. More specifically in that regard, the City:

a. Shall complete the construction of the Parking Lot upon the Real Estate and have it fully and properly operating by that date no later than twenty-four (24) months after the date of this Agreement;

b. Shall construct and install the Parking Lot in compliance with all current applicable laws and ordinances, without variations (as though such Parking Lot was installed upon private property by a private property owner); and, even where not so required, the construction and installation thereof shall include and require:

i) Lighting on light poles/standards (15 to 20 feet high, spaced not more than 25 feet apart from each other, such that all areas of the Parking Lot shall have a minimum light coverage of lot less than 2-foot candles of light intensity upon all areas of the Parking Lot;

ii) A hard surface with a structural coefficient of not less than 2.0; and

iii) Sufficient enclosure and access/egress controls to limit or prevent use other than by those as are authorized to use the Parking Lot as hereinafter set forth.

2. CONSTRUCTION / INSTALLATION OF DEPOT STREET. Prior to, or contemporaneous with, the construction and completion of the Parking Lot, the City shall construct and install upon a portion of the Real Estate a roadway to be known as Depot Street ("Depot Street") or another designation determined by the City extending from Oak Street to the southwesterly boundary of Lot 11, Block 74 (PIN 18-09-376-030) all of which is generally depicted upon the Site Plan, for the general purpose of providing vehicular and pedestrian public access to and from the Parking Lot and to and from properties/projects as bound upon Depot Street on the northwesterly boundary thereof. More specifically in that regard, the City:

a. Shall complete Depot Street as depicted upon the Site Plan no later than the date of completion of the Parking Lot as provided above;

b. Shall construct and install Depot Street in compliance with design standards of current applicable laws, including without limitation those as are set forth in Section 2.13 and Appendix A of the Code of the City, and in the Warehouse Regulating Plan, and which (even where not so required) shall include and require:

i) Not less than one side continuous street lights installed no less than 100 feet apart, which shall maintain and provide throughout the entire length and area of Depot Street a minimum light coverage of not less than 3-foot candles of light intensity upon all areas of Depot Street;

ii) A hard surface with a structural coefficient of not less than 4.0, having curb and gutter on each side with curb cuts for entrances to and from the Parking Lot and to and from loading and unloading areas of buildings located upon properties bounding Depot Street as later described and provided; and

iii) A right of way width of fifty (50) feet.

c. Shall include contemporaneously with the installation of the Depot Street the installation and completion (at the cost and expense of the City) of underground electrical wiring and related equipment so as to provide public electrical utility service to and for those properties as bound upon Depot Street (in sufficient capacity and capacities to provide electrical service for those uses contemplated for such properties, all in accordance with current applicable laws, including without limitation those as are set forth in Section _____ of the Code of the City, except where installation is dictated by terms of franchise agreements with third parties with respect thereto, in which case such utilities and said installations therefor will be dictated by the terms of the agreements. With respect to the installation of any other equipment or materials for the providing of any other utility services along or under Depot Street, the City shall have no obligation to provide at its expense for the installation of same; it being acknowledged and recognized that, if and to the extent that the latter are to be installed, then that installation shall be at the expense of those to be served thereby (but with it being further acknowledged and recognized that various alternative public funding mechanisms such as special assessment or special service area procedures shall be available to such persons being so served for financing and otherwise implementing procedures for the installation of and payment for same);

d. Consistent with state and local traffic laws, shall permit loading and unloading to and from buildings located upon properties bounding Depot Street, even though trucks and other servicing vehicles providing same may temporarily during (and as part of) such loading and unloading procedures protrude/intrude upon areas of Depot Street or temporarily interfere with the passing of vehicles and/or pedestrians otherwise using the said Depot Street, and the City shall take no action to enact laws or pursue enforcement action to prohibit the foregoing;

e. Consistent with state and local traffic laws, shall permit parking within areas located upon properties bounding (and as such areas may immediately abut with) Depot Street, even though vehicles using such parking areas may temporarily, during (and as part of) entering and exiting the parking spaces of such areas, back into or protrude/intrude upon Depot Street or temporarily interfere with the passing of vehicles and/or pedestrians otherwise using the said Depot Street, and the City shall take no action to enact laws or pursue enforcement action to prohibit the foregoing;

f. Shall be installed and constructed in phases in conjunction with the Parking Lot so that, during the installation and construction activity, there shall always be maintained at all times (on either the newly improved or pre-existing areas of the Real Estate) sufficient parking spaces/areas to provide for the parking reserved and provided for the JP Parkers (later described) under paragraph 3 hereinafter, together with the right to use that area upon which Depot Street is to be constructed for ingress and egress thereto unless comparable access rights are provided by the City during any and all periods of time as the City may close or materially impair access while the City installs and constructs Depot Street upon such area otherwise used/available for access.

g. Once constructed by the City as provided above, Depot Street shall be open for public use as a public street and right of way, and the City shall properly maintain the Depot Street at the City's expense.

3. **USE / OPERATION / MAINTENANCE PRIOR TO INSTALLATION OF PARKING LOT.** Prior to completion of the Parking Lot as hereinabove set forth, the City at its expense shall operate and maintain the Real Estate as follows:

a. The parties acknowledge and recognize that JP and/or the Association currently provide to and for certain owners, tenants, and/or other users (collectively sometimes herein the "JP Parkers") of properties located upon that parcel (the "Served Parcel") of property bounded on the northeast by State Street, on the southeast by Depot Street, on the southwest by Oak Street, and on the northwest by Washington Street, the nonexclusive perpetual right to park up to One Hundred (100) motor vehicles upon the Real Estate. Such right of the JP Parkers to so use the Real Estate for parking shall be permitted to continue without cost or expense to JP or the JP Parkers until such time as the City completes the construction and installation of the completed Parking Lot thereupon. In this respect, the parties acknowledge and recognize that the Served Parcel is a condominium project managed and administered by the Association for the JP Parkers (being owners, tenants, and/or other uses of the Served Parcel). In this context and based upon the foregoing, it is agreed that the foregoing nonexclusive perpetual right to park up to One Hundred (100) motor vehicles upon the Real Estate shall be the right and privilege which solely the Association shall so provide nonexclusively for the benefit of all JP Parkers as an additional common element/area of the Roszell-Sealtest Building Condominium;

b. Until completion of the Parking Lot, either the City and/or the Association shall have the right (at the election of either) for the safety and/or convenience of the JP Parkers to install temporary improvements to accommodate and enhance the temporary use for parking upon the Real Estate (e.g. improved surfacing by an overlay of bituminous blacktop, lighting, striping and informational/directional signage), all of which the City shall permit but which the City shall have the right to demolish or remove without compensation to the Association or anyone else when, and as part of, the City's commencement and continuation of the construction and installation of the Parking Lot;

AND SUBSEQUENT TO completion of the Parking Lot as hereinabove set forth, the City at its expense shall operate and maintain the Parking Lot in a good state of repair as required by applicable law for other similar parking lot areas with the City, and in accordance with the following:

c. As was the case prior to completion, the Association (for the use and benefit of the JP Parkers as specified above) shall have the nonexclusive right to park up to One Hundred (100) motor vehicles upon the Parking Lot during the existence of the Association and JP. Such right of the Association to so use the Real Estate for parking shall, however, thereafter be subject to the incurrence and payment of costs therefor payable by the Association as is hereinafter set forth in subparagraph (e) of this Section 3. In this context and as set forth above, it is agreed that the foregoing nonexclusive perpetual right to park up to One Hundred (100) motor vehicles upon the Real Estate shall be the right and privilege which solely the Association shall so provide nonexclusively for the benefit of all JP Parkers as an additional common element/area of the Roszell-Sealtest Building Condominium.

d. With enclosure and access / egress controlling improvements as required in the installation and construction thereof under paragraph 1 above, the City shall, subject to their timely scheduled payment for their otherwise permitted use of spaces within the Parking Lot, limit and restrict the use of the Parking Lot to only: i) the Association as set forth above; ii) the owners, tenants, and/or other users of the properties bounding Depot Street on its northwesterly boundary; and iii) subject to the priority right and privilege of the Association and those persons listed in the preceding (ii), then also the owners, tenants, and/or other users of the properties in the vicinity of the Parking Lot; but with the City at no time allowing to all users, all on a non-exclusive basis, more than One Hundred Twenty-Five Percent (125%) of the total available/usable spaces in the Parking Lot (inclusive of the 100 spaces committed to the Association pursuant to the above.

e. Such foregoing limitations and restrictions (which the City agrees to vigorously enforce by means such as municipal ordinance citations/violations, and the towing and impounding of vehicles wrongfully parked thereupon) shall be by procedures intended to recognize and accommodate those users of and among the Association and others entitled to the use of the Parking Lot which are acknowledged as being only temporary and intermittent (e.g. customers of restaurant operations) --- with such procedures, by way of example and not by way of limitation or requirement, being something similar to unimpeded access into the Parking Lot but exit only by use of cards issued to those entitled to park thereupon; provided, however, that the City may contract with a private company to operate the parking structure and assign any enforcement responsibilities to said private company;

f. The City or its assignee or contractor shall from time to time establish a schedule of market rates for the charging of all persons using the Parking Lot which schedule shall generally be the mean average of rates charged for parking spaces (both temporary and periodic) within the City's Warehouse District (and where no such other rates are available within the Warehouse District, then as charged within the Downtown area of the City). Commencing with the completion of the Parking Lot, the City shall charge those using the parking spaces in the Parking Lot in accordance with such established rate schedule; provided, however, that the rate charged to the Association for its 100 non-exclusive spaces shall not be more than twenty-five percent (25%) of the then established rate schedule for the first full year of operation of the Parking Lot, not more than fifty percent (50%) of the scheduled rate for the second year of operation thereof, and not more than seventy-five percent (75%) thereof for the third year, with the Association to thereafter be subject to (and to pay at) the then established scheduled rate from time to time for its use of such 100 non-exclusive spaces; and further provided that, in the event that, the City at any time charges any user of a parking space within the Parking Lot at less than the City's scheduled market rate as established above, then the market rate charged to the Association and the market rate upon which the above percentages are based during the first three years of the operation of the Parking Lot shall be at that lesser rate so charged by the City to/for such user(s) paying less than the scheduled rate, whether that be during the period that the Association is paying discounted rates during the initial three (3) year period or at any time after such initial three (3) year period..

4. ACQUISITION AND INTEGRATION OF ADJOINING PROPERTY TO PARKING LOT. The parties additionally acknowledge and confirm that there is currently a parcel of property of approximately eighty (80) feet by

one hundred (100) feet owned by Illinois Valley Public Telecommunications Corporation, an Illinois not-for-profit corporation, commonly known as and referred to herein as "WTVP", which parcel (the "WTVP Parcel") currently has a Property Tax Identification No. of 18-09-376-031 and adjoins the Real Estate at its southeast corner (see attached Site Plan). As part of the planning for the Parking Lot and the area parking needs for which the Parking Lot is being constructed and provided, it is significant that the City acquire the WTVP Parcel and incorporate and include it into and as a part of the Parking Lot. This is especially the case for the Association, because of the close proximity of the WTVP Parcel to the business operations of/in the Served Parcel for which the parking needs/rights of the Association arise. The City agrees to proceed in good faith and with best efforts and due diligence to acquire the WTVP Parcel and integrate it into the Parking Lot, and develop the WTVP Parcel for parking purposes as part of the Parking Lot with the improvement and operation thereof to be the same as if the WTVP Parcel had originally been a part of the Real Estate (with all requirements and expectations of the latter to also apply to the WTVP Parcel upon its acquisition). Because of the special importance to the Association of the acquisition and addition of the parking of and from the addition of the WTVP Parcel, the City agrees that, in the event that the incorporation and improvement of the WTVP Parcel has not been completed by that time that the initial Parking Lot area on the Real Estate is completed and has commenced operations, then the charges for parking to and for the JP Parkers shall be at one-half (1/2) of those charges otherwise set forth in paragraph 3(e) above until such time as the WTVP Parcel is incorporated into and as part of the Parking Lot (together with all improvements as installed upon the remaining area of the Parking Lot for the similar and proper operation as a single homogeneous parking lot facility).

6. PUBLIC DOG PARK AREA. Within the area of the Real Estate, there is a portion thereof upon which there currently stand three silos formerly used for the storage of _____. Notwithstanding the intentions and obligations set forth herein that provide for the establishment of a parking lot area upon the Real Estate, there is an area depicted upon the attached Site Plan (labeled as "Proposed City Park") which is intended to be (and shall be) developed by the City as an open landscaped area for active physical use, recreation, and/ or simple respite, all of which shall be maintained by the City at the City's expense in accordance with designs, standards, care, and practices pertaining to the upkeep and management of similar park areas within the City. The construction and establishment of such park area shall be completed contemporaneously with the completion and construction of the Parking Lot areas most closely located to such park area.

7. WASTE / TRASH AREAS. Depicted upon the attached Site Plan are areas shown as "Proposed Dumpster Enclosures". It is the intent of the parties that these areas be set aside and established for the stationing and enclosure of trash receptacles and/or dumpsters for the depositing and removal of waste and trash generated by uses and operations upon the Served Parcel and, with the written approval of the Association for whom such areas are established for the benefit of those owning and/or using the Served Parcel, other properties as bound upon the northwest boundary of the Real Estate and for whom there is no other reasonable and feasible alternative for the disposal of waste and trash. Consistent with the foregoing, there is hereby reserved and established a perpetual easement to and for the benefit of the Association for the owners, tenants, and users from time to time of the Served Parcel (and, as permitted by the Association, such other properties) for the depositing and removal of waste and trash, subject to the following terms and conditions:

- a. The maintenance and upkeep of such areas shall be in accordance with applicable laws and ordinances and at the expense of the Association as and for whom the above-described easement has been reserved and established;
- b. Waste and trash deposited and removed shall be done only by using receptacles and procedures of reputable, established and licensed (where required) waste haulers;
- c. Such areas shall be enclosed and screened on all sides;

d. In connection with the above, the Association may construct upon such areas buildings with which it may house and place the receptacles for waste and trash; provided, however, that any such buildings shall generally be consistent with the design and appearance of that building (railroad-like in nature) that currently is owned by JP and is located upon a parcel at the intersection of Depot Street and State Street; and

e. If the Association does not maintain and operate such waste/trash areas pursuant to the terms hereof, in addition to any other rights and remedies as may be provided under the Code of the City or otherwise by any other remedy at law or in equity, the City may, upon and after thirty (30) days prior written notice to the Association (or after best reasonable notice in the event of an emergency): to enter upon or in such area or any portion thereof on which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the Association, any structure, thing, or condition that may exist thereon contrary to the requirements and intent of the provisions hereof, and neither the City, nor the officers, employees, or agents thereof, shall thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (iii) to take possession of such waste/trash area and operate same in such manner as to be in compliance with the terms hereof. To the extent that the City incurs any expense in connection with the exercise of any of the foregoing remedies, the Association shall promptly pay/reimburse the City therefor together with all attorneys' fees incurred by the City in enforcing and pursuing such remedies. Until such expenses/fees are paid/reimbursed by the Association, the amount thereof shall constitute a lien on the interest of the Association in such waste/trash areas, which lien may be perfected and/or foreclosed in the manner provided in for the foreclosure of mortgage liens under the Illinois Mortgage Foreclosure Act (735 ILCS 5/15 – 1101, et. seq.).

8. MISCELLANEOUS.

a. The City does hereby expressly represent, warrant and agree that it has taken and/or will take such actions as may be required to enable the City to carry out the covenants, agreements, duties and other obligations created and imposed by the terms and conditions hereof and to enable the Real Estate and the WTVP Parcel (when later acquired) to be used and developed for the uses and purposes described and permitted herein and to enable each and every person to be provided rights hereunder to avail themselves of the benefits therefor provided hereunder. The provisions of this Agreement shall control over the provisions of any ordinances, codes or regulations of the City which are in conflict with the provisions of this Agreement. Where an area of development or a specific development requirement is addressed/included herein with respect to the Real Estate and the WTVP Parcel (when later acquired), the City shall not impose additional or more restrictive requirements in connection therewith as a condition of any zoning ordinance, any special use, any administrative approval or otherwise. To the extent that rights may be expressly or implicitly retained by the City as the fee owner of the Real Estate and the WTVP Parcel (when later acquired), the City shall not take any action in connection with such retained rights as would adversely affect the reasonable exercise of the rights and privileges granted hereby to JP or any and all other persons intending to be benefited thereby.

b. Time shall be of the essence of each and every covenant and condition contained herein.

c. By this Agreement, it is the intention of the City to provide a public benefit subject to the public's obligation to abide by the regulations and provisions of this Agreement. As such, it is the further intention of the City and the parties that the Real Estate and the WTVP Parcel (when later acquired) shall be exempt from real estate taxes and or other fees (based upon the ownership of interests or income in real estate) as may be imposed by the City or any other governmental body having jurisdiction thereover.

d. Whenever any approval or consent of the City or any of its departments, officials or employees, is called for under this Agreement or may be required for any other intention or objective of those benefited by this Agreement,

such approval shall not be unreasonably withheld or delayed. In furtherance of the foregoing, it is agreed that, in the course of the conduct of the parties hereto and those benefitted hereby, each shall with respect to each other in the performance of this Agreement or the acceptance of benefits hereunder, conduct themselves reasonably, in good faith and with due diligence and best efforts.

e. Each of the parties and any other person accepting/using the benefits and privileges provided hereunder agree to mutually assist and cooperate with the other in effectuating the spirit and intent hereof, and in that regard, each party agrees to execute any and all documentation and take any and all actions as may be reasonably appropriate or required in connection therewith.

f. Each of the parties and any other person accepting/using the benefits and privileges provided hereunder (the "Indemnifying Persons") agree to indemnify and hold harmless the other parties and all other persons (the "Indemnified Persons") of and from any damages, claims, expenses, losses, and fees (including reasonable attorneys' fees) incurred or threatened against such other parties and other persons arising out of the acts or omissions of the Indemnifying Persons in the course of, or that relate to, their use and application of the rights and privileges herein granted or reserved.

g. In the event that either party, a person for whom benefits are intended hereby, or their respective successors should find it necessary to retain an attorney for the enforcement of any provisions hereunder occasioned by the default of another under the provisions of this Agreement, the party/person not in default shall be entitled to recover from the defaulting party/person reasonable attorney's fees and court costs incurred whether the attorney's fees are incurred for the purpose of negotiations, trial, appellate or other services.

h. i. The City agrees that no breach or default by JP, the Association, or other persons for whom the benefits and rights hereunder are provided shall entitle the City to cancel, rescind or other terminate this Agreement or the rights and privileges bestowed hereunder; provided, however, that the foregoing shall not prohibit the City: i) from temporarily suspending (during the period of default) any parking privileges in the Parking Lot for the Association or others who default in their obligation(s) to timely pay the appropriate applicable fees for parking vehicles therein; or ii) to foreclose upon and thereby terminate the easement for the use of the waste/trash areas described above for failure to maintain and use appropriately as defined above; and further provided, however, that the foregoing limitation of the City shall not in any manner affect any other rights and remedies that the City may have by reason of such default (e.g. injunctive relief, citation for code violation, etc.).

j. This Agreement may be executed in counterparts and, in such case, each counterpart shall serve as an original of this Agreement.

k. This Agreement and the rights of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois. Any litigation concerning this Agreement shall be commenced in the County of Peoria, State of Illinois. This Agreement may be enforced as provided by law and the parties may by civil action, mandamus, injunction or other proceeding, enforce and compel the performance of this Agreement.

l. For a period of twenty-five (25) years, if the City at any time receives a third party offer to purchase all, or any part of, the Real Estate which offer the City desires to accept, the City will notify the Association thereof in writing, together with a copy of the acceptable third -party offer. The Association shall have a period of twenty (20) days from its receipt of the notification to notify the City of its intention to purchase the Real Estate (or part thereof to which the third-party offer pertains) upon the terms and conditions of the third-party offer; provided, however, that in the event such offer has unusually unique provisions (such as the exchange of other real estate), the Association shall be afforded a reasonable opportunity to provide a reasonably equivalent offer. If the Association exercises this right of first refusal, the parties shall enter into a Real Estate Purchase Agreement in form and substance substantially the same as the terms of the agreement pursuant to which the City acquired the Real Estate from JP,

incorporating the agreed terms, and the parties shall proceed in accordance with the terms and conditions thereof. If the Association declines to exercise such right of first refusal, the City shall be free to sell the Real Estate (or part thereof to which the third-party offer pertains) in accordance with the third-party offer. If the City fails to sell the Real Estate (or the part thereof to which the third-party offer pertains) in accordance with the third-party offer, then the Association's rights and privileges herein shall reinstate and thereafter be applicable to any new or additional offers or to any renewed attempt to sell the Property (or any portion thereof). This right of the Association shall not expire after the providing of one notification process as set forth above, and shall apply at multiple and any times at which any such third-party offer is made; provided, however, that in any event any rights of the Association under this subparagraph (l) shall cease and terminate on that date which is fifty (50) years after the date hereof.

SIGNATURE PAGES FOLLOW.

J.P. RIVERFRONT, LLC, an Illinois limited liability company

By: _____
Patrick T. Sullivan

By: _____
John Hunt

All of the members and managers thereof

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public, in and for said County and State, do hereby certify that Patrick T. Sullivan and John Hunt, personally known to me to be all of the members and managers of J.P. Riverfront, LLC, an Illinois limited liability company, 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth

GIVEN under my hand and notarial seal this _____ day of _____, 2022.

Notary Public

CITY OF PEORIA, an Illinois municipal corporation

By: _____
Its _____

Attest: _____
City Clerk

Approved as to Form:

By: _____
Legal Department

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public, in and for said State, do hereby certify that _____, personally known to me to be the _____ of City of Peoria, an Illinois municipal corporation, 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 and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2022.

Notary Public

ASSOCIATION:

**ROSZELL-SEALTEST BUILDING CONDOMINIUM
ASSOCIATION, an Illinois Not-for-Profit
Corporation**

By: _____

Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public, in and for said County and State, do hereby certify that _____, personally known to me to be the President of the Roszell-Sealtest Building Condominium Association, an Illinois Not-for-Profit Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2022.

Notary Public