



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: II

Title:	Motion to approve A Resolution Authorizing the Execution of a “Consent of the City of St. Charles” to the Third Amendment To Reciprocal Construction, Operating and Easement Agreement (Jewel-Osco shopping center & Prairie Centre PUD)
Presenter:	Rita Tungare

Meeting: City Council – New Business                      Date: April 15, 2019

Proposed Cost:                      Budgeted Amount: N/A                      Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

In connection with the Anthony Place senior affordable development at Prairie Centre, Shodeen has requested the City’s consent to amend the existing 1979 Reciprocal Construction, Operating and Easement Agreement (RCOA) that applies to the Prairie Centre site and the adjacent Jewel-Osco shopping center.

The City is not a party to the 1979 agreement; however, certain changes to the agreement require the City’s consent. In 2017, the City consented to the Second Amendment to reflect changes required for the Prairie Centre project.

The proposed changes in this Third Amendment are minor and relate to removing limitations on building height and fences. The restrictions proposed for removal are more restrictive than the zoning and PUD regulations for the property; therefore it is appropriate that they be removed as proposed.

The City Attorney has reviewed the proposed Third Amendment to the RCOA and found that is appropriate for the City to consent.

**Attachments** *(please list):*

Redline of proposed changes to 1979 RCOA  
Resolution

**Recommendation/Suggested Action** *(briefly explain):*

Motion to approve A Resolution Authorizing the Execution of a “Consent of the City of St. Charles” to the Third Amendment To Reciprocal Construction, Operating and Easement Agreement (Jewel-Osco shopping center & Prairie Centre PUD)

ARTICLE 1

Construction of Buildings and Common Areas

Section 1.01 Construction and Location of Buildings on Parcel A.

Trust 1 may construct or cause to be constructed on Parcel A, the buildings depicted on Exhibit B attached hereto substantially in the location shown on Exhibit B attached hereto, which buildings shall be initially suitable for use as Department stores such as those operated by K-Mart Corporation, a department store such as those operated by Joseph L. Spiess and Company and up to 130,000 square feet of enclosed mall retail stores.

Section 1.02 Construction and Location of Buildings on Parcel B.

Trust 2 may construct or cause to be constructed on Parcel B the building depicted on Exhibit B attached hereto, substantially in the location shown on Exhibit B, which building shall be initially suitable for use as a supermarket-drugstore such as those operated by Jewel Companies, Inc.

Section 1.03 Construction and Location of Buildings on Parcels C through G.

Trust 1 and Trust 2 may construct or cause to be constructed on their respective Outlots such buildings as they may desire ~~(not exceeding one building per Outlot), provided such buildings shall not exceed more than 22 feet in height nor the permitted building area shown on Exhibit B.~~

Section 1.04 Construction of Future Buildings and Expansion of Permitted Buildings on Parcels A & B.

Any party hereto shall have the right from time to time to build additional buildings on its respective parcel of land or to expand existing permitted buildings located thereon, provided that with respect to Parcels A and B, such additional buildings or expansion of permitted buildings shall be contained entirely within the areas designated on Exhibit B as future building areas. The architectural design of the exterior of such additional buildings or expansions of permitted buildings shall be compatible with the original design and construction of the existing buildings on such parcels. In the event any party hereto shall construct additional buildings or expansions of permitted buildings on Parcels A and B, such party shall provide such additional Common Areas to comply with the requirements of Section 2.02 hereof with respect to automobile parking areas and to comply with the requirements of any then applicable zoning ordinances. Each party shall, in connection with the construction of additional buildings or expansions of permitted buildings, take such measures as shall avoid any material interference with the use by the other parties hereto and those persons holding under or through them the buildings located on such other parties' parcels of land and the Common Areas located within the entire Shopping Center.

ARTICLE VI

Restrictions on Use

Section 6.01 Commercial Use.

So long as either Parcels A or B described on Exhibit A are used for commercial or office purposes, the remaining parcels of land shall likewise be used only for commercial or office purposes. As used herein, commercial purposes shall be deemed to mean the sale of goods, wares, merchandise and/or services to the public at retail or wholesale prices together with the storage of such goods, wares and merchandise but solely in connection with the sale of the same as hereinbefore provided and then only to the extent reasonably required to facilitate the sale of such goods, wares and merchandise. So long as either of such parcels shall be used for commercial or office purposes, or like business purposes, the other parcels shall not be used for industrial, manufacturing, warehousing or residential purposes.

Section 6.02 Boundary Obstructions.

~~So long as this Agreement shall remain in effect, no fences, screens or barriers of any kind or nature shall be erected along the common boundary lines of any of the parcels of land described on Exhibit A, except such fences or barriers as are shown on Exhibit B.~~ So long as this Agreement shall remain in effect, the respective parties hereto, their tenants and occupants and all persons holding under or through them, shall be entitled to free ingress and egress between and among Parcels A through G inclusive, and the unrestricted use of the Common Areas located thereon subject, however, to the provisions of Section 2.03 hereof.

Section 6.03 Enforcement of Restricted Use.

Each party hereto shall prevent the use of the Common Areas on such party's respective parcel of land by persons not authorized to use the same pursuant to the easements granted in Section 2.01 hereof. In no event shall any party hereto use or permit the use of such Common Areas for the storage of automobiles. No charge shall be made to persons entitled to use the parking facilities located on Parcels A through G inclusive, pursuant to Section 2.01 unless such charge is concurred in by the owners of Parcels A and B. If the owners of Parcels A and B create a charge for parking, such charge shall be uniformly levied by each of the owners of Parcels A and B, with respect to the parking areas located on such parcels and may be levied by the owners of the Outlots at their option.

**City of St. Charles, Illinois**  
**Resolution No. 2019-\_\_\_\_\_**

**A Resolution Authorizing the Execution of a “Consent of the City of St. Charles” to the Third Amendment To Reciprocal Construction, Operating and Easement Agreement (Jewel-Osco shopping center & Prairie Centre PUD)**

**Presented & Passed by the  
City Council on \_\_\_\_\_**

WHEREAS, a Reciprocal Construction Operating and Easement Agreement (“RCOA”) was entered into by and between the owners of the property commonly known as Jewel-Osco shopping center (2073 Prairie Street and adjoining parcels) and the Prairie Centre PUD (formerly known as the St. Charles Mall) on or about January 15, 1979 which document was recorded with the Kane County Recorder as Document No. 1494080; and

WHEREAS, a First Amendment to the RCOA dated April 5, 2002, by and between the property owners of the Jewel-Osco shopping center (2073 Prairie Street and adjoining parcels) and the Prairie Centre PUD, recorded with the Kane County Recorder as Document No. 2002K048461, requires the written approval and consent of the City of St. Charles prior to any amendment that materially modifies or imposes building use or occupancy restrictions; and

WHEREAS, on April 3, 2017, the City approved Resolution 2017-22, consenting to the Second Amendment to the RCOA, which document was recorded with the Kane County Recorder as Document No. 2017K017291; and

WHEREAS, Sjodin Property Company, LLC, current owners of the Jewel-Osco parcels, and Towne Centre Equities, LLC, current owners of the Prairie Centre PUD, have proposed a Third Amendment to the RCOA, and have requested that the City of St. Charles execute a document consenting to the Third Amendment.

NOW THEREFORE, be it resolved by the authorities of the City of St. Charles that the Mayor and City Clerk are hereby authorized to execute the “Consent of the City of St. Charles” to the Third Amendment to The Reciprocal Construction, Operating and Easement Agreement, attached hereto as Exhibit “A”.

PRESENTED to the City Council of the City of St. Charles, Illinois this 15th day of April 2019.

PASSED by the City Council of the City of St. Charles, Illinois, this 15th day of

April 2019.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 15th day of April 2019.

---

Raymond P. Rogina, Mayor

ATEST:

---

Charles Amenta, City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

**EXHIBIT "A"**

**Third Amendment To  
Reciprocal Construction, Operating and Easement Agreement**

This instrument prepared by and after recording mail to:

Jonathan S. Pope, Esq.  
Bazos, Freeman, Schuster, & Pope LLC  
1250 Larkin Avenue  
Suite 100  
Elgin, IL 60123

### **THIRD AMENDMENT TO RECIPROCAL CONSTRUCTION, OPERATING AND EASEMENT AGREEMENT**

This Third Amendment to Reciprocal Construction, Operating and Easement Agreement (hereinafter referred to as the “**Third Amendment**”), is made and entered into as of this \_\_\_\_day of \_\_\_\_\_, 2019 by and between Sjodin Property Company, LLC, an Illinois limited liability company (hereinafter referred to as “**Sjodin**”), and Towne Centre Equities, LLC, a Delaware limited liability company (hereinafter referred to as “**Towne Centre**”). Sjodin and Towne Centre are also sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”.

#### **RECITALS**

WHEREAS, the Parties, or their predecessors in interest, entered into a certain Reciprocal Construction, Operating and Easement Agreement dated January 15, 1979 and recorded with the Kane County Recorder of Deeds on February 13, 1979 as document number 1494080, as later amended by (1) the First Amendment to the Reciprocal Construction, Operating and Easement Agreement dated April 5, 2002 and recorded with the Kane County Recorder of Deeds on April 10, 2002 as document number 2002K048461, and (2) the Second Amendment to the Reciprocal Construction, Operating and Easement Agreement dated March 14, 2017 and recorded with the Kane County Recorder of Deeds on April 6, 2017 as document number 2017K017291 (collectively hereinafter referred to as the “**Easement Agreement**”). The terms and provisions of the Easement Agreement are incorporated herein by reference, and capitalized terms used but not defined herein shall have the meanings as set forth on the Easement Agreement; and

WHEREAS, the land originally covered by the Easement Agreement are (collectively, the “**Land**”) is situated in St. Charles, Kane County, Illinois and legally described on **Exhibit A** attached hereto; and

WHEREAS, Towne Centre is the owner of that portion of the Land described as Parcels A, D, E and G (collectively, the “**Towne Centre Parcels**”) and Sjodin is the owner of that portion of the Land described as Parcel B (the “**Sjodin Parcel**”);

WHEREAS, the Parties, in exercise of the authority given to them by Section 12.08 of the Easement Agreement (as the owners of Parcels A and B), now wish to amend the terms of the Easement Agreement as set forth herein;

**CONSIDERATION AND AGREEMENT**

NOW, THEREFORE, in consideration of the mutual observance by the Parties of their respective covenants and obligations, and of other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is hereby agreed as follows:

1. The Parties hereto acknowledge and agree that the Recitals set forth hereinabove are true and correct and re hereby incorporated into, and made a part of this Third Amendment.
2. References to Articles or Sections herein are references made to the correspondingly numbered Articles or Sections in the Easement Agreement.
3. Section 1.03 of the Easement Agreement, entitled "Construction and Location of Buildings on Parcels C through G", shall be, and hereby is, amended by deleting the portion of the section beginning with "(not exceeding..." through the including "...Exhibit B".
4. Section 6.02 of the Easement Agreement, entitled "Boundary Obstructions" shall be, and hereby is, amended by deleting the first sentence of said section.
5. Except for the modifications to the Easement Agreement expressly set forth herein. The Easement Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, Sjodin and Towne Centre have entered into this Third Amendment effective as the date first set forth above.

**Towne Centre Equities, LLC**  
A Delaware Limited Liability Company,  
By: Towne Centre Management, LLC, a  
Delaware Limited Liability Company  
Its: Manager

By: \_\_\_\_\_  
Name: David A. Patzelt  
Its: A Manager

**Sjodin Property Company, LLC**  
An Illinois Limited Liability Company,  
By: Sjodin Equity Investment Company, an  
Illinois Corporation  
Its: Manager

By: \_\_\_\_\_  
Kent W. Shodeen, President

[notary page to follow]

**STATE OF ILLINOIS)  
COUNTY OF KANE ) SS.**

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT, **Kent W. Shodeen**, personally known to me to be the President of Sjodin Equity Investment Company, and to be the same persons whose name is to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument on behalf of the said Sjodin Equity Investment Company (being the Manager of Sjodin Property Company, LLC) as his free and voluntary act, and as the free and voluntary act of said Sjodin Equity Investment Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

Commission expires \_\_\_\_\_

**STATE OF ILLINOIS)  
COUNTY OF KANE ) SS.**

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT, **David A. Patzelt**, personally known to me to be a Manager of Towne Centre Management, LLC, and 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 on behalf of the said Towne Centre Management, LLC (being the Manager of Towne Centre Equities, LLC) as his free and voluntary act, and as the free and voluntary act of said Towne Centre Management, LLC, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

Commission expires \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION

#### Parcel A

That part of the Southwest Quarter of Section 33, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the southeast corner of Joe Keim's Randall Road Subdivision, St. Charles Township, Kane County, Illinois State Route No. 38, 354.0 feet for a point of beginning; thence northeasterly at right angles to the last described course 350.0 feet; thence northwesterly at right angles to the last described course 9.0 feet; thence northeasterly at right angles to the last described course 164.02 feet to a line drawn parallel with and 560.0 feet easterly of the east line of said Subdivision (measured along the center line of Prairie Street); thence northerly parallel with said east line 447.40 feet to a point that is 40.0 feet southerly of the center line (measured at right angles thereto) of Prairie Street; thence easterly parallel with said center line 334.54 feet to a line drawn parallel with and 894.54 feet easterly of said east line (measured along said center line); thence southerly parallel with said east line 168.96 feet to a line drawn parallel with and 935.0 feet northeasterly of said northeasterly line (measured at right angles thereto) of Illinois State Route No. 38; thence southeasterly parallel with said northeasterly line 956.84 feet to a point on said northeasterly line that is 1086.0 feet southeasterly of the point of beginning (measured along said northeasterly line); thence southwesterly at right angles to the last described course 935.0 feet to said northeasterly line; thence northwesterly along said northeasterly line 494.0 feet to a point that is 592.0 feet southeasterly of the point of beginning; thence northeasterly at right angles to the last described course 203.0 feet; thence northwesterly at right angles to the last described course 124.0 feet; thence southwesterly at right angles to the last described course 203.0 feet to said northeasterly line; thence northwesterly along said northeasterly line 468.0 feet to the point of beginning in the City of St. Charles, Kane County, Illinois, and containing 24.551 acres.

#### Parcel B

That part of the Southwest Quarter of Section 33, township 40 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the northeast corner of Joe Keim's Randall Road Subdivision, St. Charles Township, Kane County, Illinois; thence southerly along the east line of said Subdivision 40.03 feet to a point that is 40.0 feet southerly of the center line (measured at right angles thereto) of Prairie Street, for a point of beginning; thence continuing southerly along said east line 691.46 feet to the southeast corner of said Subdivision; thence southeasterly along the northeasterly line of Illinois State Route No. 38, 222.0 feet; thence northeasterly at right angles to the last described course 178.0 feet; thence southeasterly at right angles to the last described course 132.0 feet; thence northeasterly at right angles to the last described course 172.0 feet; thence northwesterly at right angles to the last described course 9.0 feet; thence northeasterly at right angles to the last described course 164.02 feet to a line drawn parallel with and 560.0 feet easterly of said east line (measured along said centerline); thence northerly parallel with said east line 337.40 feet to a point that is 110.0 feet southerly of a line drawn parallel with said center line from the point of beginning (measured along a line drawn parallel with said east line); thence westerly 234.84 feet to a point on a line drawn parallel with

and 325.0 feet easterly of a said east line (measured along a line drawn parallel with said center line) that is 100.0 feet southerly of a line drawn parallel with said center line from the point of beginning; thence northerly parallel with said east line 100.0 feet to a line drawn parallel with said center line from the point of beginning; thence westerly parallel with said center line 325.0 feet to the point of beginning in the City of St. Charles, Kane County, Illinois, and containing 8.318 acres.

#### Parcel C

That part of the Southwest Quarter of Section 33, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the northeast corner of Joe Keim's Randall Road Subdivision, St. Charles Township, Kane County, Illinois; thence southerly along the east line of said Subdivision 40.03 feet to a point that is 40.0 feet southerly of the center line (measured at right angles thereto) of Prairie Street; thence easterly parallel with said center line 325.0 feet; thence southerly parallel with said east line 100.0 feet for a point of beginning; thence northerly parallel with said east line 100.0 feet; thence easterly parallel with said east line 110.0 feet; thence westerly 234.84 feet to the point of beginning in the City of St. Charles, Kane County, Illinois, and containing 0.566 acres.

#### Parcel D

That part of the Southwest Quarter of Section 33, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the southeast corner of Joe Keim's Randall Road Subdivision, St. Charles Township, Kane County, Illinois; thence southeasterly along the northeasterly line of Illinois State Route No. 38, 222.0 feet for a point of beginning; thence northeasterly at right angles to the last described course 178.0 feet; thence southwesterly at right angles to the last described course 132.0 feet; thence southwesterly at right angles to the last described course 178.0 feet to said northeasterly line; thence northwesterly along said northeasterly line 132.0 feet to the point of beginning in the City of St. Charles, Kane County, Illinois, and containing 0.539 acres.

#### Parcel E

That part of the Southwest Quarter of Section 33, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the southeast corner of Joe Keim's Randall Road Subdivision, St. Charles Township, Kane County, Illinois; thence southeasterly along the northeasterly line of Illinois State Route No. 38, 946.0 feet for a point of beginning; thence northeasterly at right angles to the last described course 203.0 feet; thence northwesterly at right angles to the last described course 124.0 feet; thence southwesterly at right angles to the last described course 203.0 feet to said northeasterly line; thence southeasterly along said northeasterly line 124.0 feet to the point of beginning in the City of St. Charles, Kane County, Illinois, and containing 0.578 acres.

#### Parcel F

Lot 2, Joe Keim's Randall Road Subdivision, St. Charles Township, Kane County, Illinois, and containing 1.016 acres.

Parcel G

That part of the Southwest Quarter of Section 33, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the northeast corner of Joe Keim's Randall Road Subdivision, St. Charles Township, Kane County, Illinois; thence southerly along the east line of said Subdivision 40.03 feet to a point that is 40.0 feet southerly of the center line (measured at right angles thereto) of Prairie Street; thence easterly parallel with said center line 894.0 feet; thence southerly parallel with said east line 168.96 feet to a line drawn parallel with and 935.0 feet northeasterly of the north easterly line (measured at right angles thereto) of Illinois State Route No. 38 for a point of beginning; thence northerly parallel with said east line 168.96 feet; thence easterly parallel with said center line 240.0 feet; thence southerly parallel with said east line 320.88 feet to a line drawn parallel with and 935.0 feet northeasterly of said northeasterly line (measured at right angles thereto); thence northwesterly parallel with said northeasterly line 279.27 feet to the point of beginning in the City of St. Charles, Kane County, Illinois, and containing 1.348 acres.

PIN: 09-33-302-002, 007, 009, 010, 011, 014, 015  
09-33-329-009

**EXHIBIT B**

**CONSENT OF MORTGAGEE OF PARCEL A**

PrivateBancorp, Inc., a Delaware Corporation, d/b/a The Private Bank, Mortgagee, hereby consents to the foregoing Third Amendment pursuant to a certain Mortgage dated April 23, 2010 and recorded April 28, 2010 in the Office of the Recorder of Deeds of Kane County, Illinois as Document Number 2010K027203, does hereby consent to the recording of the foregoing Third Amendment to the Reciprocal Construction, Operating and Easement Agreement.

IN WITNESS WHEREOF, PrivateBancorp, Inc., a Delaware Corporation, d/b/a The Private Bank, as Mortgagee aforesaid, has caused its corporate seal to be affixed hereto and has caused its name to be signed to these presents by its duly authorized Officers, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF ILLINOIS)**

) ss

**COUNTY OF COOK )**

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT, \_\_\_\_\_, 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, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

Commission expires \_\_\_\_\_

**EXHIBIT C**

**CONSENT OF MORTGAGEE OF PARCEL B**

Community State Bank, an Illinois Banking Corporation, Mortgagee, hereby consents to the foregoing Third Amendment pursuant to a certain Mortgage dated December 9, 2016 and recorded December 12, 2016 in the Office of the Recorder of Deeds of Kane County, Illinois as Document Number 2016K068521, does hereby consent to the recording of the foregoing Third Amendment to the Reciprocal Construction, Operating and Easement Agreement.

IN WITNESS WHEREOF, Community State Bank, an Illinois Banking Corporation, as Mortgagee aforesaid, has caused its corporate seal to be affixed hereto and has caused its name to be signed to these presents by its duly authorized Officers, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF ILLINOIS)**

) ss

**COUNTY OF HENRY)**

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT, \_\_\_\_\_, 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, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

Commission expires \_\_\_\_\_

**EXHIBIT D**

**CONSENT OF THE CITY OF ST. CHARLES**

The City of St. Charles, Illinois, a municipal corporation, hereby consents to the foregoing Third Amendment pursuant to Section 12.12 of the First Amendment to the Reciprocal Construction, Operating and Easement Agreement dated April 5, 2002 and recorded with the Kane County Recorder of Deeds on April 10, 2002 as document number 2002K048461 does hereby consent to the recording of the foregoing Third Amendment to the Reciprocal Construction, Operating and Easement Agreement.

IN WITNESS WHEREOF, The City of St. Charles, Illinois, a municipal corporation, has caused its corporate seal to be affixed hereto and has caused its name to be signed to these presents by its duly authorized Officers, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF ILLINOIS)**

) ss

**COUNTY OF KANE )**

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT, \_\_\_\_\_, 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, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

Commission expires \_\_\_\_\_