

CITY OF COUNTRYSIDE

5550 East Avenue, Countryside, Illinois



COMPTROLLER'S REPORT

May 1, 2014 – April 30, 2015

STATE OF ILLINOIS
COMPTROLLER
JUDY BAAR TOPINKA

TIF Administrator Contact Information			
First Name:	Gail	Last Name:	Paul
Address:	5550 East Avenue	Title:	City Administrator
Telephone:	708-485-2462	City:	Countryside
		Zip:	60525
Mobile		E-mail	gpaul@countryside-il.org
Mobile		Best way to	☒ X Email
Provider		contact	☐ Mobile ☐ Phone
			☐ Mail

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*)

[illegible]

*All statutory citations refer to one of two sections of the Illinois Municipal Code: the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]

FY 2015

Name of Redevelopment Project Area:	Countryside Commercial TIF
Primary Use of Redevelopment Project Area*:	Commercial/Retail
If "Combination/Mixed" List Component Types:	
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act ☒ _____	Industrial Jobs Recovery Law ☐ _____

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment labeled Attachment A	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification labeled Attachment B		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion labeled Attachment C		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement labeled Attachment D		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) labeled Attachment E		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information labeled Attachment F	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report labeled Attachment H		X
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose the Official Statement labeled Attachment I	X	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If yes, please enclose the Analysis labeled Attachment J	X	
Cumulatively, have deposits from any source equal or greater than \$100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L	X	
A list of all intergovernmental agreements in effect in FY 2010, to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose list only of the intergovernmental agreements labeled Attachment M	X	

* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

Provide an analysis of the special tax allocation fund.

FY 2015

TIF NAME: Countryside Commercial TIF

Fund Balance at Beginning of Reporting Period

\$ (5,392,061)

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment			0%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest		\$ 10,199	0%
Land/Building Sale Proceeds			0%
Bond Proceeds		\$ 5,000,000	100%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

*must be completed where current or prior year(s) have reported funds

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period

\$ -

Cumulative Total Revenues/Cash Receipts

\$ 5,010,199 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)

\$ 323,973

Distribution of Surplus

\$ -

Total Expenditures/Disbursements

\$ 323,973

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS

\$ (323,973)

FUND BALANCE, END OF REPORTING PERIOD*

\$ (5,716,034)

* if there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

SURPLUS*/(DEFICIT)(Carried forward from Section 3.3)

\$ (7,767,769)

FY 2015

TIF NAME: Countryside Commercial TIF

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

(by category of permissible redevelopment cost, amounts expended during reporting period)

FOR AMOUNTS >\$10,000 SECTION 3.2 B MUST BE COMPLETED

[illegible]

SECTION 3.2 A		
PAGE 2		
7. Cost of job training and retraining, including "welfare to work" programs Subsection (q)(5), (o)(7) and (o)(12)		
		\$ -
8. Financing costs related to obligations issued by the municipality. Subsection (q) (6) and (o)(8)		
Note Interest Expense	39,506	
Interfund Interest Expense	176,746	
		\$ 216,252
9. Approved taxing district's capital costs. Subsection (q)(7) and (o)(9)		
		\$ -
10. Cost of Reimbursing school districts for their increased costs caused by TIF assisted housing projects. Subsection (q)(7.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
11. Relocation costs. Subsection (q)(8) and (o)(10)		
		\$ -
12. Payments in lieu of taxes as defined in Subsections 11-74.43(m) and 11-74.6-10(k). Subsection (q)(9) and (o)(11)		
		\$ -
13. Costs of job training, retraining advanced vocational or career education provided by other taxing bodies. Subsection (q)(10) and (o)(12)		
		\$ -

SECTION 3.2 A		
PAGE 3		
14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		\$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 323,973

PAGE 3

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TOTAL ITEMIZED EXPENDITURES		\$	323,973
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TOTAL ITEMIZED EXPENDITURES	\$	329,379
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Section 3.2 B

FY 2015

TIF NAME: Countryside Commercial TIF

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

_____ There were no vendors, including other municipal funds, paid in excess of \$10,000 during the current reporting period.

[illegible]

SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period

FY 2015

TIF NAME:

FUND BALANCE, END OF REPORTING PERIOD \$ (5,716,034)

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
MB Financial Note (issued 11/1/11)	\$ 5,000,000	\$ 1,811,735

Total Amount Designated for Obligations \$ 5,000,000 \$ 1,811,735

2. Description of Project Costs to be Paid

Property Write-Down to White Shirts LLC		\$ 240,000

Total Amount Designated for Project Costs \$ 240,000

TOTAL AMOUNT DESIGNATED \$ 2,051,735

SURPLUS*/(DEFICIT) \$ (7,767,769)

* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2015

TIF NAME:

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

 X **No property was acquired by the Municipality Within the Redevelopment Project Area**

Property Acquired by the Municipality Within the Redevelopment Project Area

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)

PAGE 1

FY 2015

TIF NAME: Countryside Commercial TIF

SECTION 5 PROVIDES PAGES 1-3 TO ACCOMMODATE UP TO 25 PROJECTS. PAGE 1 MUST BE INCLUDED WITH TIF REPORT. PAGES 2-3 SHOULD BE INCLUDED ONLY IF PROJECTS ARE LISTED ON THESE PAGES

Check here if <u>NO</u> projects were undertaken by the Municipality Within the Redevelopment Project Area: _____			
<u>ENTER</u> total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below*. <u>11</u>			
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 14,675,000	\$ 8,665,380	\$ 23,340,380
Public Investment Undertaken	\$ 7,658,959	\$ 250,000	\$ 10,908,959
Ratio of Private/Public Investment	1 11/12		2 6/43

*IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE

Project 1:			
Harley Properties LLC			
Private Investment Undertaken (See Instructions)	\$ 4,553,000		\$ 4,553,000
Public Investment Undertaken	\$ 1,349,345		\$ 1,349,345
Ratio of Private/Public Investment	3 3/8		3 3/8

Project 2:			
Taco Bell			
Private Investment Undertaken (See Instructions)	\$ 1,400,000		\$ 1,400,000
Public Investment Undertaken	\$ -		\$ -
Ratio of Private/Public Investment	0		0

Project 3:			
McDonald's Renovation			
Private Investment Undertaken (See Instructions)	\$ 550,000		\$ 550,000
Public Investment Undertaken	\$ -		\$ -
Ratio of Private/Public Investment	0		0

Project 4:			
Hooter's of Countryside			
Private Investment Undertaken (See Instructions)	\$ 2,050,000		\$ 2,050,000
Public Investment Undertaken	\$ 1,458,883		\$ 1,458,883
Ratio of Private/Public Investment	1 15/37		1 15/37

Project 5:			
Andy's Frozen Custard			
Private Investment Undertaken (See Instructions)	\$ 800,000		\$ 800,000
Public Investment Undertaken	\$ 200,000		\$ 200,000
Ratio of Private/Public Investment	4		4

Project 6:			
Texas Roadhouse			
Private Investment Undertaken (See Instructions)	\$ 2,649,000		\$ 2,649,000
Public Investment Undertaken	\$ 1,540,501		\$ 1,540,501
Ratio of Private/Public Investment	1 59/82		1 59/82

Project 7: Multi Tenant Building Lot 3A			
Private Investment Undertaken (See Instructions)	\$	2,673,000	\$ 2,673,000
Public Investment Undertaken	\$	1,458,821	\$ 1,458,821
Ratio of Private/Public Investment		1 5/6	1 5/6

Project 8: Outlots (A-C)-Parking/Detention/RoadwaySystem			
Private Investment Undertaken (See Instructions)	\$	-	
Public Investment Undertaken	\$	1,651,409	\$ 1,651,409
Ratio of Private/Public Investment		0	0

Project 9: Phelan Dodge			
Private Investment Undertaken (See Instructions)	\$	-	\$ 5,724,450
Public Investment Undertaken	\$	-	\$ 3,250,000
Ratio of Private/Public Investment		0	1 67/88

Project 10: Continental Honda			
Private Investment Undertaken (See Instructions)	\$	-	\$ 614,330
Public Investment Undertaken	\$	-	\$ -
Ratio of Private/Public Investment		0	0

Project 11: Chick Fil-A			
Private Investment Undertaken (See Instructions)	\$	-	\$ 2,326,600
Public Investment Undertaken	\$	-	\$ -
Ratio of Private/Public Investment		0	0

Project 12:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 13:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 14:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 15:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois. ***even though optional MUST be included as part of complete TIF report**

SECTION 6

FY 2015

TIF NAME: Countryside Commercial TIF

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area

Year redevelopment project area was designated	Base EAV	Reporting Fiscal Year EAV
2009	\$ 19,639,475	\$ 14,853,174

List all overlapping tax districts in the redevelopment project area.

If overlapping taxing district received a surplus, list the surplus.

☒ X The overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
County of Cook	\$ -
Forest Preserve District of Cook County	\$ -
Township of Lyons	\$ -
City of Countryside	\$ -
School District 105	\$ -
Lyons Township High School Dist 204	\$ -
Dupage Community College Dist 502	\$ -
Pleasantview Fire Protection District	\$ -
Metro Water Reclamation District	\$ -
South Lyons Township Sanitary District	\$ -
Des Plaines Valley Mosquito Abatement Dist	\$ -

SECTION 7

Provide information about job creation and retention

Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid
15	255	Permanent	N/A

SECTION 8

Provide a general description of the redevelopment project area using only major boundaries:

--

Optional Documents	Enclosed	
Legal description of redevelopment project area	* see below	
Map of District	* see below	

* See Exhibits A and B (Pages 37-40) of the Countryside Partners LLC Redevelopment Agreement which can be found in Attachment E of this Report.



ATTACHMENT "B"

Mayor Certification that municipality has complied with all requirements of the Act during the fiscal year.

I, Sean R. McDermott, the duly elected Mayor of the City of Countryside, County of Cook, State of Illinois, do hereby certify that to the best of my knowledge, the City of Countryside complied with the requirements pertaining to the Illinois Tax Increment Redevelopment Allocation Act during the fiscal year beginning May 1, 2014 and ending April 30, 2015.

A handwritten signature of Sean R. McDermott in black ink, written over a horizontal line.

Sean R. McDermott
Mayor

10/21/15
Date

CITY OF COUNTRYSIDE
COMMERCIAL TAX INCREMENT FINANCING DISTRICT
FISCAL YEAR 5/1/14 – 4/30/15

ATTACHMENT "C"

LEGAL COUNSEL OPINION ON COMPLIANCE WITH THE TIF ACT



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MEMORANDUM

TO: Taxing Districts Affected by the
City of Countryside's Commercial TIF District

**RE: City of Countryside
Commercial Tax Increment Financing District**

Ladies and Gentlemen:

This opinion is being delivered pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (hereinafter the "Act") and, more specifically, 65 ILCS 5/11-74.4-5(d)(4).

Please be advised that our office serves as Special TIF Counsel for the City of Countryside, Cook County, Illinois (hereinafter the "City"). On December 8, 2010, the City adopted by Ordinance Tax Increment Financing for its City of Countryside Commercial TIF District Redevelopment Project Area, and by separate Ordinance authorized the Cook County Clerk to annually certify and cause to be paid to the City incremental tax revenues generated by the above-captioned Tax Increment Financing District.

In rendering this opinion, we have examined and considered such public records, proceedings and related matters of and with respect to the City as we deemed necessary. Based on the foregoing, and on such other information and documents as we believe necessary to enable us to render this opinion, we are of the opinion that:

1. The City is a municipality duly constituted and validly existing under the Constitution and laws of the State of Illinois; and
2. As of April 30, 2015, the close of the City's 2014-2015 fiscal year, to the best of our knowledge and belief, the City was in compliance with the provisions of the Act.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.

A handwritten signature in black ink, appearing to read "Thomas P. Bayer", is written over a horizontal line. Below the line, the name "Thomas P. Bayer" is printed in a black, sans-serif font.

Thomas P. Bayer

cc: Mayor and City Council
Gail Paul, City Administrator
Dave Schutter, Finance Director

ATTACHMENT “D”

ACTIVITIES UNDERTAKEN IN FURTHERANCE OF THE REDEVELOPMENT PLAN

Route 66 Indian/Victory Motorcycle Development (6150 La Grange Rd.):

On July 23, 2014 the City Council approved an ordinance authorizing a redevelopment agreement with American Heritage Motorcycles Chicago Central LLC to redevelop the vacant property at 6150 La Grange Road (NW Corner of Joliet Road and LaGrange Road). Despite the City support and approval for this project, the developer/operator and land owner could not come to terms on a lease agreement and this project could not move forward. Consequently, the RDA never became a fully executed and binding agreement. The City has and will continue to work with the land owner to facilitate the redevelopment of this high profile parcel.

Phelan Dodge Redevelopment (5859 La Grange Rd.):

On November 12, 2014, the City Council approved a redevelopment agreement with J&JC Real Estate (the “Owner”) and Jack Phelan Dodge LLC (the “Operator”). The redevelopment agreement required the purchase of the dealership property that was formerly leased, the remodel/redevelopment of the existing structure and a 14,000 sq. foot building addition. The redevelopment agreement authorized approximately \$2 million dollars in sales tax and/or TIF increment rebates for eligible expenses and added an additional \$1.5 million in rebate incentives for the addition of the Chrysler and Jeep lines to the dealership.

The agreement was amended on March 11, 2015 to correct the legal descriptions and PIN numbers contained in the original agreement. The City Council and the Planning Commission – Zoning Board of appeals also approved two variations on March 3, 2015 to facilitate the redevelopment of the dealership.

Chick Fil-A (Lot 3B in the City Center Development):

On November 12, 2014, the City Council approved the redevelopment agreement with Countryside Partners (Orput Companies). The agreement approved the sale of Lot 3B pursuant to the purchase contract and required certain developer improvements including site work and the construction of an approximate 4,865 sq. ft. single unit upscale restaurant facility. This agreement was amended January 28, 2015 to change the conveyance deadline from March 18 to May 4 of 2015, and to provide the developer with 135 days to secure a lease with Chick Fil-A and complete the tenant improvements by February of 2016. The City Council/Planning Commission also approved a special use to the PUD on February 25, 2015 to facilitate the project.

ATTACHMENT "D"

5631 La Grange Road

In December of 2014, the City Council approved a redevelopment agreement with LIL' Kickers Countryside LLC. The agreement approved the conveyance of the City owned 3 acre site to the developer pursuant to a purchase contract and approved the redevelopment of the site with soccer fields and proposed retail use on the parcel. The redevelopment agreement was subsequently revoked on February 25, 2015 as the developer failed to meet certain stipulations of the original agreement.

On April 8, 2015, the City Council approved a Memorandum of Understanding (MOU) regarding the preferred developer for this site with Orput Companies. The MOU outlined the developer's intent to acquire and develop the City-owned property with approximately 18,000 sq. ft. of commercial space and approximately 5,000 sq. ft. of restaurant space. To date, the City is negotiating a redevelopment agreement to secure a national restaurant chain and motorcycle dealer at the site, with consideration of incentives to accomplish same.

ITEP Streetscape Project

In preceding fiscal years, the City was awarded approximately \$184,000 and \$1,750,000 (for funding of engineering and construction costs respectively) from Federal and State sources through the Illinois Transportation Enhancement Program (ITEP). Although the funds have been awarded, they have not spent or incurred to date. Phase one will involve the design engineering at a total cost of approximately \$230,000 (the \$184,000 award represents an 80% reimbursement of these costs).

The construction phase of the project is estimated at a total cost of \$2,187,500 (with the grant award at 80% or \$1,750,000) and is projected to begin around June of 2016 following the design engineering. The ITEP streetscape project will improve the La Grange Road corridor from Joliet Road to 55th street. Specific improvements to be completed from the project include the following: sidewalks will be removed over the whole corridor and replaced with decorative stamped concrete, a pedestrian oasis will be constructed and streetscapes will be furnished with new benches, trash receptacles, planters, landscaping and way-finding signage. In addition, the streetscape plan proposed improvements will require moving and/or upgrading underground utilities.

ATTACHMENT “E”

DESCRIPTION OF AGREEMENTS – RELATED TO PROPERTY DISPOSTION/REDEVELOPMENT IN PROJECT AREA (FY 2015)

1. Ordinance 14-39-O, adopted on November 12, 2014, authorized an RDA between the City and Jack Phelan Dodge to redevelop and expand the existing dealership. The 1st amendment to the RDA was authorized by ordinance 15-15-O, on March 11, 2015, to correct the legal description and parcel numbers related to the redevelopment project. **See attached RDA and 1st Amendment to RDA between the City and J&JC Real Estate (“Owner”) and Jack Phelan Dodge LLC (“Operator”).**
2. Ordinance 14-40-O, adopted on November 12, 2014, approved an RDA with Countryside Partners (Orput Companies) to acquire and develop Lot 3B in the City Center Development. Ordinance 15-06-O, dated February 11, 2015, authorized the 1st Amendment to the RDA. The amendment required execution of a lease with Chick-Fil-A and amended the completion deadline of the development to February 2016. **See attached RDA and 1st Amendment to RDA between the City and Countryside Partners, LLC.**
3. Memorandum of Understanding, dated April 8, 2015, named Orput Companies as the preferred developer for the 5631 La Grange Road parcel. It also outlined the intent of the City and Developer to convey the parcel pursuant to a purchase contract and to develop the parcel for a retail use, including consideration of economic incentives to accomplish same. **See attached Memorandum of Understanding between the City and Orput Companies.**

**REDEVELOPMENT AGREEMENT
FOR THE PHELAN DEVELOPMENT
COMPRISING A PART OF THE
COUNTRYSIDE COMMERCIAL TIF DISTRICT
OF THE CITY OF COUNTRYSIDE, ILLINOIS**

This Redevelopment Agreement (the "Agreement") is made and entered into as of the 12th day of November, 2014 (the "Effective Date") by and between the City of Countryside, Illinois, an Illinois home rule municipal corporation (the "City"), J & JC Real Estate Corp., an Illinois corporation (the "Owner"), and Jack Phelan Dodge, LLC, an Illinois limited liability company (the "Operator," who together with the Owner are the "Developer"). (The City, the Owner, and the Operator are sometimes referred to herein individually as a "Party," and collectively as the "Parties.")

WITNESSETH:

IN CONSIDERATION of these preliminary statements, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

I. PRELIMINARY STATEMENTS

Among the matters of mutual inducement which have resulted in this Agreement are the following:

- A. The City is a home rule unit of government in accordance with Article VII, Section 6 of the Constitution of the State of Illinois, 1970.
- B. The City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the City, to foster increased economic activity within the City, to increase employment opportunities within the City, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the City.
- C. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "TIF Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.
- D. Pursuant to Ordinance Numbers 10-58-O, 10-59-O and 10-60-O, adopted December 8, 2010, as amended by Ordinance Number 11-33-O, adopted April 27, 2011, to correct certain scrivener's errors, the City approved a tax

ATTACHMENT "E"

increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the City's commercial tax increment financing district (the "TIF District"); said TIF District being legally described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2, respectively, attached hereto and made part hereof.

- E. The Owner seeks to acquire fee ownership of certain real property, which is located within the Redevelopment Project Area (the "Property"), said Property being legally described on EXHIBIT B attached hereto and made part hereof.
- F. The Operator is currently the tenant on the Property, selling and servicing Dodge and Ram motor vehicles, and will continue to be the tenant on the Property upon acquisition of the Property by the Owner.
- G. The Developer desires to redevelop the Property by constructing improvements, consisting of the remodeling of the existing building on the Property, the construction of an addition of approximately fourteen thousand (14,000) square feet to the existing building on the Property, and by adding Jeep and/or Chrysler vehicle lines to the motor vehicles sold at the Property, including the installation of an approved automatic fire sprinkler system, with an eight (8) inch water line feed, serving both the existing building and the addition thereto, in full compliance with the applicable requirements of the City and the Pleasantview Fire Protection District, all as depicted on the site plans attached hereto as EXHIBIT C, consisting of two (2) pages, and made part hereof, and as described in further detail on EXHIBIT D attached hereto and made part hereof (the "Project").
- H. The City and the Operator entered into an "Economic Incentive Agreement By And Between The City Of Countryside, Cook County, Illinois And Jack Phelan Dodge, LLC," on September 23, 2009, relative to the Property (the "Original Sales Tax Sharing Agreement"), which Sales Tax Sharing Agreement provides, in part, that the City shall share certain sales taxes with the Operator generated from sales occurring on the Property.
- I. It is necessary for the successful completion of the Project that the City enter into this Agreement with Developer to provide for the redevelopment of the Property, thereby implementing the TIF Plan.
- J. Developer has been and continues to be unable and unwilling to undertake the redevelopment of the Property with the Project, but for certain tax increment financing ("TIF") and other incentives, to be provided by the City in accordance with the TIF Act and other incentives to be provided by the City in accordance with the Act and the home rule powers

ATTACHMENT "E"

of the City, which the City is willing to provide under the terms and conditions contained herein. The Parties acknowledge and agree that but for the TIF and other incentives, to be provided by the City, Developer cannot successfully and economically develop the Property with the Project, in a manner satisfactory to the City. The City has determined that it is desirable and in the City's best interests to assist Developer in the manner set forth herein and as this Agreement may be supplemented and amended from time to time.

- K. The City, in order to stimulate and induce development of the Property with the Project, has agreed to finance certain TIF eligible redevelopment project costs through incremental property taxes, and has agreed to finance certain other Project costs with other revenue sources, all in accordance with the terms and provisions of the TIF Act, the City's home rule authority, and this Agreement.
- L. This Agreement has been submitted to the Corporate Authorities of the City (as defined below) for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the City according to the terms hereof, and any and all actions of the Corporate Authorities of the City precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.
- M. This Agreement has been submitted to the board of directors, corporate officers, shareholders, members and/or managers of the Developer for consideration and review, the Developer's board of directors, corporate officers, shareholders, members and/or managers have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all action of the Developer's board of directors, corporate officers, shareholders, members and/or managers, as the case may be, precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.
- N. The City is desirous of having the Redevelopment Project Area rehabilitated, developed and redeveloped in accordance with the TIF Plan, and particularly the Project as a part thereof, in order to serve the needs of the City, arrest physical decay and decline in the Redevelopment Project Area, increase employment opportunities, stimulate commercial growth and stabilize the tax base of the City and, in furtherance thereof, the City is willing to undertake certain incentives, under the terms and conditions hereinafter set forth, to assist such development.

II. DEFINITIONS

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, and as follows:

- A. **"Change in Law"** means the occurrence, after the Effective Date, of an event described below in this definition, provided such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon:

Change in Law means any of the following: (1) the enactment, adoption, promulgation or modification of any federal, State or local law, ordinance, code, rule or regulation (other than by the City or with respect to those made by the City, only if they violate the terms of this Agreement); (2) the order or judgment of any federal or State court, administrative agency or other governmental body (other than the City); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the City, or, with respect to those made by the City, only if they violate the terms of this Agreement). Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the City, except as provided herein).

- B. **"City Code"** means the City of Countryside Municipal Code, as amended.
- C. **"Corporate Authorities"** means the Mayor and City Council of the City of Countryside, Illinois.
- D. **"Day"** means a calendar day.
- E. **"Effective Date"** means the day on which this Agreement is executed by the City, with said date appearing on page 1 hereof.
- F. **"Incremental Property Taxes"** means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon the Property, which taxes are actually collected and which are attributable to the increase in the equalized assessed valuation ("EAV") of the Property over and above the EAV of the Property at the time of the formation of the TIF District, all as determined by the County Clerk of the County of Cook, Illinois,

ATTACHMENT "E"

pursuant to and in accordance with the TIF Act, the TIF Ordinances and this Agreement, and which have been received by the City on and after the Commencement Date (as defined in Section V.D. below).

- G. **"Net Sales Taxes"** means that portion of the Sales Taxes received by the City, above and beyond Two Hundred Thousand and No/100 Dollars (\$200,000.00) in each twelve (12) month period referenced in Sections VI.D.3., 4., 5. and 6. below.
- H. **"Incentive Fund"** means the special fund set up by the City into which the City will deposit Incremental Property Taxes and the Owner's portion of the Net Sales Taxes.
- I. **"Party / Parties"** means the City, the Owner, and/or the Operator, individually/collectively, and their respective successors and/or assigns as permitted herein, as the context requires.
- J. **"Person"** means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.
- K. **"Sales Taxes"** means taxes generated from the Project, and received by the City, from the Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.*, the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, the Home Rule Municipal Service Occupation Tax Act, 65 ILCS 5/8-11-5, and the Home Rule Municipal Retailers' Occupation Tax Act, 65 ILCS 5/8-11-1.
- L. **"Sales Tax Eligible Redevelopment Costs"** means costs of the Project, to be reimbursed from the Owner's portion of the Net Sales Taxes, by the City, as provided in this Agreement.
- M. **"State"** means the State of Illinois.
- N. **"TIF Eligible Redevelopment Costs"** means the costs of the Project, to be reimbursed from Incremental Property Taxes pursuant to the TIF Act, by the City, as provided in this Agreement.
- O. **"TIF Ordinances"** means those Ordinances referenced in Subsection I.D. above.
- P. **"Uncontrollable Circumstance"** means any event which:
 - 1. is beyond the reasonable control of and without the fault of the Party relying thereon; and

ATTACHMENT "E"

2. is one or more of the following events:

- a. a Change in Law;
- b. insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
- c. epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;
- d. governmental condemnation or taking other than by the City;
- e. strikes or labor disputes, or work stoppages not initiated by the Developer or the City;
- f. unreasonable delay in the issuance of building or other permits or approvals by the City or other governmental authorities having jurisdiction other than the City including but not limited to IDOT, MWRD, the South Lyons Sanitary District and/or IEPA;
- g. shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
- h. unknown or unforeseeable geo-technical or environmental conditions;
- i. major environmental disturbances;
- j. vandalism; or
- k. terrorist acts.

Uncontrollable Circumstance shall not include: economic hardship; unavailability of materials (except as described in Subsection 2.g. above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

For each day that the City or the Developer is delayed in its performance under this Agreement by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day without penalty or damages to either Party.

III. CONSTRUCTION OF TERMS

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- A. Definitions include both singular and plural.
- B. Pronouns include both singular and plural and cover all genders.

ATTACHMENT "E"

- C. The word "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation".
- D. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.
- F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- G. The City Administrator, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the City and with the effect of binding the City as limited by and provided for in this Agreement. Developer is entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the City as having been properly and legally given by the City.
- H. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Developer in a different manner Developer hereby designates John C. Phelan, Jr. as its authorized representatives who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Developer and with the effect of binding the Developer in that connection (such individual being designated as an "Authorized Developer Representative"). The Developer shall have the right to change its Authorized Developer Representative by providing the City with written notice of such change from both authorized representatives which notice shall be sent in accordance with Section XVI.C. of this Agreement.

IV. COOPERATION OF THE PARTIES

The City and the Developer agree to cooperate in implementing the Project in accordance with the Parties' respective obligations set forth in this Agreement.

V. ACQUISITION AND DEVELOPMENT OF THE PROPERTY

- A. **Acquisition.** The Owner shall acquire the Property, and the Operator shall be the tenant of the Property, on or before February 28, 2015. The date the Owner acquires the Property shall be the "Acquisition Date."
1. If the Owner does not acquire the Property on or before February 28, 2015, this Agreement shall be null and void, notwithstanding anything in this Agreement to the contrary (including but not limited to the default and cure periods in Section XIV. below).
 2. If the Owner acquires the Property on or before February 28, 2015, the Original Sales Tax Sharing Agreement shall be terminated and rendered null and void effective as of the Acquisition Date, and neither the Operator nor the City shall have any further obligation thereunder, notwithstanding anything in the Original Sales Tax Sharing Agreement to the contrary.
- B. **Application for Permits and Approvals.** The Developer shall, within three (3) months after the Acquisition Date, subject to Uncontrollable Circumstances, apply for all necessary permits and approvals from all governmental agencies having jurisdiction over the Project as may be required to commence construction of the Project.
- C. **Commencement of Construction.** The Developer shall, within one (1) month of the receipt of all required approvals and permits from all governmental agencies having jurisdiction over the Project, subject to Uncontrollable Circumstances, commence construction of the Project.
- D. **Completion of Project.** Within thirty (30) days after written request from the Developer, and provided that Developer has not received any notice of default under this Agreement or notice of non-compliance with any City codes with respect to Developer's construction obligations, any of which have not been cured, and after the City has issued the final certificate of occupancy for that portion of the Project consisting of the remodeling of, and additions to, the building on the Property, and has confirmed that the proposed improvements on the Property have been constructed in compliance with all City codes and this Agreement, the City shall deliver a certificate of completion and satisfaction of all construction terms, covenants and conditions contained in this Agreement (the "Certificate of Project Completion") or, if not complete or satisfied, a written statement as

to what deficiencies exist. The date the Certificate of Project Completion is issued shall be the "Commencement Date." The Developer shall obtain a Certificate of Project Completion, subject to Uncontrollable Circumstances, on or before December 31, 2015, with the Operator thereafter operating the Project.

VI. UNDERTAKINGS ON THE PART OF THE CITY

- A. **City Cooperation.** The City agrees to cooperate with the Developer in the Developer's attempts to obtain all necessary approvals from any governmental or quasi-governmental entity other than the City and, upon request of Developer, will promptly execute any applications or other documents (upon their approval by the City) which the Developer intends to file with such other governmental or quasi-governmental entities in regard to the Project. The City shall further promptly respond to, and/or process, and consider reasonable requests of the Developer for applicable permits necessary for the construction of the Project. Approval of any building permit applications and/or engineering plans shall be contingent on the Developer providing all required and requested documentation including but not limited to engineering reports, calculations and plans required to substantiate that said improvements fully conform with all applicable state statutes and all City ordinances and codes, as well as receipt of all required approvals from any federal, State, regional or county agencies having applicable jurisdiction.
- B. **Incentive Amount and Conditions.**
1. The City shall reimburse Owner in relation to the Project in an amount not to exceed the following amount from the Incentive Fund (the "Funding Cap"):
 - a. Two Million and No/100 Dollars (\$2,000,000.00), if the Owner acquires the Property; and
 - b. An additional Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), if the Developer adds a Jeep vehicle line to the Project on or before March 1, 2015; and/or
 - c. An additional Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), if the Developer adds a Chrysler vehicle line to the Project on or before March 1, 2015.
 2. The total amount paid by the City to the Owner from the Incentive Fund shall not exceed the Funding Cap.

ATTACHMENT "E"

3. Subject to the Net Sales Tax allocations set forth in Sections VI.D.2., 3., 4., 5. and 6. below, beginning on the Commencement Date, the City shall deposit Incremental Property Taxes and the Owner's portion of the Net Sales Taxes into the Incentive Fund. The City shall pledge and rely solely upon Incremental Property Taxes for reimbursement to the Owner for TIF Eligible Redevelopment Costs and no other revenue sources. The City shall pledge and rely solely upon Net Sales Taxes for reimbursement to the Owner for Sales Tax Eligible Redevelopment Costs and no other revenue sources.
 4. The City's obligation to reimburse the Owner in relation to the Project from the Incentive Fund is subject to the following conditions, in addition to those set forth elsewhere in this Agreement:
 - a. The Developer obtains a Certificate of Project Completion; and
 - b. The Incentive Fund has adequate Incremental Property Taxes and/or the Owner's portion of the Net Sales Taxes, as the case may be, to pay the amounts requested for reimbursement by the Owner; and
 - c. The Developer is not in default of any of its obligations under this Agreement.
- C. **TIF Incentive.** The City shall reimburse Owner from Incremental Property Taxes deposited into the Incentive Fund, subject to the Funding Cap, for the Developer's actual expenditures of TIF Eligible Redevelopment Costs set forth on EXHIBIT E, attached hereto and made a part hereof, relative to the Project (the "TIF Incentive Rebate"). Said TIF Incentive Rebate shall be paid to the Owner as follows:
1. The City shall pay Incremental Property Taxes from the Incentive Fund to the Owner within ten (10) business days of receipt of Developer's request for reimbursement of TIF Eligible Redevelopment Costs documented by the Developer to have been incurred by the Developer in relation to the Project (which documentation shall accompany each such invoice). Requests for reimbursement of TIF Eligible Redevelopment Costs paid by the Developer shall be forwarded to the City's Finance Director, accompanied by a copy of the paid receipt therefor, and any other information reasonably requested by the City. Unless the City has good cause to believe that the Developer's invoice seeks reimbursement or payment for non-TIF Eligible Redevelopment

ATTACHMENT "E"

Costs, the City shall pay such invoice within ten (10) business days of the date of its receipt of same, provided there are sufficient Incremental Property Taxes within the Incentive Fund to do so. If the City elects to withhold or deny such payment, the City shall promptly (and in any event not later than the date payment would otherwise have been due) advise the Owner in writing as to the specific basis for the City's position.

2. If the Owner requests reimbursement from Incremental Property Taxes from the Incentive Fund, and if the City authorizes the distribution of such funds in an amount greater than the then-existing balance of Incremental Property Taxes in the Incentive Fund, the City shall distribute any undistributed amount to Owner within sixty (60) days of the receipt of additional Incremental Property Taxes into the Incentive Fund.
3. The TIF Incentive Rebate paid to the Owner shall only be paid from Incremental Property Taxes received by the City from the Project.
4. In the event that the City ceases to receive Incremental Property Taxes from the Project, as a result of a Change in the Law, and no alternate tax is enacted to replace the Incremental Property Taxes, the City shall not be obligated to make any further TIF Incentive Rebate payments hereunder.
5. The TIF Incentive Rebate by the City shall cease upon the Owner's receipt of the full amount of the Funding Cap (from a combination of the TIF Incentive Rebate and the Sales Tax Rebate) or the expiration of ten (10) years from the Commencement Date, whichever occurs first.
6. Subject to Uncontrollable Circumstances, if at any time the Project ceases to operate during the term of this Agreement, the payment of Increment Property Taxes shall cease, and shall not be reinstated thereafter.

D. **Sales Tax Incentive.** The City shall reimburse the Owner from the Owner's portion of the Net Sales Taxes deposited into the Incentive Fund, subject to the Funding Cap, for the Developer's expenditures for Sales Tax Eligible Redevelopment Costs set forth on EXHIBIT E (the "Sales Tax Rebate") incurred and paid for by Developer. The Sales Tax Rebate shall be paid to the Owner, as follows:

1. The City shall pay the Owner's portion of the Net Sales Taxes from the Incentive Fund to the Owner within ten (10) business days of receipt of Developer's request for reimbursement of Sales Tax

ATTACHMENT "E"

Eligible Redevelopment Costs documented by the Developer to have been incurred by the Developer in relation to the Project (which documentation shall accompany each such invoice). Requests for reimbursement of Sales Tax Eligible Redevelopment Costs paid by the Developer shall be forwarded to the City's Finance Director, accompanied by a copy of the paid receipt therefor, and any other information reasonably requested by the City. Unless the City has good cause to believe that the Developer's invoice seeks reimbursement or payment for non-Sales Tax Eligible Redevelopment Costs, the City shall pay such invoice within ten (10) business days of the date of its receipt of same, provided there are sufficient Net Sales Taxes within the Incentive Fund to do so. If the City elects to withhold or deny such payment, the City shall promptly (and in any event not later than the date payment would otherwise have been due) advise the Owner in writing as to the specific basis for the City's position.

2. If the Owner requests reimbursement from the Owner's portion of the Net Sales Taxes from the Incentive Fund, and if the City authorizes the distribution of such funds in an amount greater than the then-existing balance of the Owner's portion of the Net Sales Taxes in the Incentive Fund, the City shall distribute any undistributed amount to Owner within sixty (60) days of the receipt of an additional amount of the Owner's portion of the Net Sales Taxes into the Incentive Fund.
3. During the first two (2) twelve (12) month periods following the Commencement Date, all Net Sales Taxes received by the City shall be divided Twenty-Five Percent (25%) to the City and Seventy-Five Percent (75%) to the Incentive Fund.
4. During the third (3rd) through fifth (5th) twelve (12) month periods following the Commencement Date, all Net Sales Taxes received by the City shall be divided Thirty-Five Percent (35%) to the City and Sixty-Five Percent (65%) to the Incentive Fund.
5. During the sixth (6th) through eighth (8th) twelve (12) month periods following the Commencement Date, all Net Sales Taxes received by the City shall be divided Forty-Five Percent (45%) to the City and Fifty-Five Percent (55%) to the Incentive Fund.
6. During the ninth (9th) through tenth (10th) twelve (12) month periods following the Commencement Date, all Net Sales Taxes received by the City shall be divided Fifty Percent (50%) to the City and Fifty Percent (50%) to the Incentive Fund.

7. The Developer shall take all necessary actions to cause the Illinois Department of Revenue to release Sales Taxes information and/or documentation, relative to the Project, to the City. In this regard, until such time as the City obtains the information and/or documentation necessary to verify the Sales Taxes generated by the Project, the City shall not be obligated to provide the Owner the Sales Tax Rebate.
8. The Sales Tax Rebate to the Owner shall only be made from the Owner's portion of Net Sales Taxes received by the City from the Project.
9. The term "Sales Taxes" shall include future revenues derived during the period of this Agreement from taxes enacted by law or ordinance by any governmental authority which are intended to replace the Sales Taxes generated by the Project.
10. In the event that the City ceases to receive Sales Taxes from the Project, as a result of a Change in the Law, and no alternate tax is enacted to replace the Sales Taxes, the City shall not be obligated to make any further Sales Tax Rebate payments hereunder.
11. The Sales Tax Rebate shall cease upon the Owner's receipt of the full amount of the Funding Cap (from a combination of the TIF Incentive Rebate and the Sales Tax Rebate) or the expiration of ten (10) years from the Commencement Date, whichever occurs first.
12. Subject to Uncontrollable Circumstances, if at any time the Project ceases to operate during the term of this Agreement, the Sales Tax Rebate shall cease, and shall not be reinstated thereafter.

VII. DEVELOPER'S OBLIGATIONS

The Developer shall have the obligations set forth below, in addition to those set forth elsewhere in this Agreement, for the development, construction, financing, completion and furtherance of the Project:

- A. **Use of Funds.** The Developer shall use Incremental Property Taxes solely for TIF Eligible Redevelopment Costs. The Developer shall use Net Sales Taxes solely for Sales Tax Eligible Redevelopment Costs.
- B. **Construction in Accordance With Approvals and Laws.** The Developer shall construct the Project in full conformance with the approvals therefor from the City. The Developer shall at all times acquire, install, construct, operate and maintain the Project in substantial conformance with all applicable laws, rules, ordinances and regulations. All work with respect

to the Project shall conform to all applicable federal, State and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision and planned development codes, building codes, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter), life safety codes, property maintenance codes and any other applicable codes and ordinances of the City, or any of its rules or regulations or amendments thereto which are in effect from time to time during the construction and maintenance of the Project and/or during the term of this Agreement.

- C. **Construction Staging.** During the construction of the Project, the Developer shall stage its construction of the Project to avoid to the fullest extent possible any community disruption. During construction, the Developer shall also keep all public streets used by the Developer clean on a daily basis, and for each day in which such public streets are not properly clean, the Developer shall pay the City the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) for each such violation. The Developer shall park and stage all construction equipment, materials and vehicles to be used in relation to the construction of the Project on the Property.
- D. **Sufficient Funds.** The Developer shall submit written evidence to the City, in a form and substance satisfactory to the City, that Developer has access to sufficient funds to pay any costs of the Project.
- E. **Meetings With City.** The Developer shall meet with the Corporate Authorities and City staff and make presentations to the Corporate Authorities and City staff as reasonably requested by the City Mayor or City Administrator in order to keep the City apprised of the progress of the Project.
- F. **Production of Documents.** If the Owner acquires the Property, the Owner shall provide the City with the agreement(s) entered into by the Owner, or an Owner-related entity, relative to such acquisition. If the Developer adds a Jeep and/or Chrysler vehicle line to the motor vehicle sales at the Property, the Developer shall provide the City with any agreement(s) entered into by the Developer, or a Developer-related entity, relative to such addition(s).

VIII. ADDITIONAL COVENANTS OF DEVELOPER

- A. **Continued Existence.** The Owner will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois corporation, so long as the Owner maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement. The Operator will do or cause to be done all

things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company, so long as the Owner maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.

- B. **Further Assistance and Corrective Instruments.** The City and Developer 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 be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the City's and the Developer's sound legal discretion.
- C. **No Gifts.** The Developer covenants that no shareholder, director, manager, member, employee or agent of Developer, or any other Person connected with Developer, has made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, employee or agent of the City, or any other Person connected with the City, any money or anything of value as a gift, or as a means of influencing his or her action in his or her capacity with the City, other than as provided for under 5 ILCS 430/10-10 through 10-40.
- D. **Disclosure.** Concurrently with execution of this Agreement, Developer shall disclose to the City the names, addresses and ownership interests of all Persons that have an ownership interest in the Developer, together with such supporting documentation that may be requested by the City. Developer further agrees to notify the City throughout the term of this Agreement of the names, addresses and ownership interests of any new owners of the Developer.
- E. **Prevailing Wage.** The Developer shall comply with the Illinois Prevailing Wage Act to the extent improvements relative to the Project are constructed with the funds being provided to the Developer by the City hereunder, or to the extent improvements relative to the Project, if constructed on behalf of the City by a contractor, would be subject to the Illinois Prevailing Wage Act.
- F. **Open Book Project.** The Project shall be an "open book" project, meaning that the Developer and the general contractor (or contractors, if more than one) will assure continuing access to the City's agents for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the costs of the Project; provided, however, that all such access shall be limited to normal business hours upon reasonable prior notice and shall not occur more frequently than once per calendar quarter. The foregoing City review rights shall terminate one (1) year after the issuance of the Certificate of Project

Completion with respect to costs for the Project, unless the Developer has failed to make available any such books and/or records requested in writing by the City. Developer shall provide to the City copies of any partnership agreements, limited liability company operating agreements or joint venture agreements pertaining to the Property to which the Developer is a party; provided that the Developer may, (if Developer has previously provided the City not less than thirty (30) days to review such confidential financial materials), remove from the copies of such agreements any confidential financial information previously disclosed to the City and not since changed in form or substance and the City shall keep such agreements confidential, to the maximum extent permitted by law. Failure to provide the documents or allow review of the books within fifteen (15) days after request by the City shall be an Event of Default. Developer shall exercise prudence and good faith in attempting to contract with persons or entities that are reputable and experienced in their respective areas for the provision of services or material for the design and construction of Project at costs not in excess of market rates. The general contractor (or general contractors) designated by Developer shall be experienced and reputable.

IX. ADHERENCE TO CITY CODES AND ORDINANCES

All development and construction of the Project shall comply in all respects with the provisions in the building, plumbing, mechanical, electrical, storm water management, fire prevention, property maintenance, zoning and subdivision codes of the City and all other germane codes and ordinances of the City in effect from time to time during the course of construction of the Project. The Developer, by executing this Agreement, expressly warrants that it has examined and is familiar with all the covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter) and land use regulations, codes, ordinances, federal, State and local ordinances, and the like, currently in effect.

X. REPRESENTATIONS AND WARRANTIES OF OWNER AND OPERATOR

The Owner and Operator represent and warrant to the City as follows:

- A. **Existence and Authority of Owner.** The Owner is a corporation duly organized and existing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. The Owner is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Owner's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Owner which would result in any material and adverse

change to Owner's financial condition, or which would materially and adversely affect the level of Owner's assets as of the date of this Agreement or that would materially and adversely affect the ability of Owner to proceed with the construction and development of the Project.

- B. **Existence and Authority of Operator.** The Operator is a limited liability company duly organized and existing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. The Operator is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Operator's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Operator which would result in any material and adverse change to Operator's financial condition, or which would materially and adversely affect the level of Operator's assets as of the date of this Agreement or that would materially and adversely affect the ability of Operator to proceed with the construction and development of the Project.
- C. **No Conflict by Owner.** Neither the execution and delivery of this Agreement by Owner, the consummation of the transactions contemplated hereby by Owner, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Owner conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Owner (with Owner's prior written approval), any organizational documents, any restriction, agreement or instrument to which Owner or any of its shareholders, directors or venturers is now a party or by which Owner or any of its shareholders, directors or venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Owner, any related party or any of its shareholders, directors or venturers under the terms of any instrument or agreement to which Owner, any related party or any of its shareholders, directors or venturers is now a party or by which Owner, any related party or any of its shareholders, directors or venturers is bound.
- D. **No Conflict by Operator.** Neither the execution and delivery of this Agreement by Operator, the consummation of the transactions contemplated hereby by Operator, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Operator conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Operator (with Operator's prior written approval), any organizational documents, any restriction, agreement or instrument to which Operator or any of its partners, members, managers or venturers is now a party or by

which Operator or any of its partners, members, managers or venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Operator, any related party or any of its partners, members, managers or venturers under the terms of any instrument or agreement to which Operator, any related party or any of its partners, members, managers or venturers is now a party or by which Operator, any related party or any of its partners, members, managers or venturers is bound.

- E. **Adequate Resources of Owner.** The Owner has sufficient financial and economic resources to implement and complete the Owner's obligations contained in this Agreement.
- F. **Adequate Resources of Operator.** The Operator has sufficient financial and economic resources to implement and complete the Operator's obligations contained in this Agreement.
- G. **No Adverse Notices to Owner.** The Owner has not received any notice from any local, State or federal official that the activities of the Owner with respect to the Property and/or the Project may or will be in violation of any environmental law or regulation. The Owner is not aware of any State or federal claim filed or planned to be filed by any person relating to the Property and any violation of any local, State or federal environmental law, regulation or review procedure, and the Owner is not aware of any violation of any local, State or federal law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute relative to the Property.
- H. **No Adverse Notices to Operator.** The Operator has not received any notice from any local, State or federal official that the activities of the Operator with respect to the Property and/or the Project may or will be in violation of any environmental law or regulation. The Operator is not aware of any State or federal claim filed or planned to be filed by any person relating to the Property and any violation of any local, State or federal environmental law, regulation or review procedure, and the Operator is not aware of any violation of any local, State or federal law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute relative to the Property.
- I. **Experience of Operator.** The Operator, and its respective principals, are skilled in the development and operation of new and pre-owned motor vehicle dealerships and are able to provide the Project with the necessary skill, knowledge and expertise as well as input from other experts and consultants in the construction and operation of such a Project.

- J. **Payment of Real Estate Taxes.** Owner and successor owners agree to pay, or cause the Operator or successor operators to pay, all general and special real estate taxes levied during their respective period of ownership against their respective interest in the Property and/or the Project on or prior to the date same is due and said taxes shall not become delinquent. Owner and successor owners shall deliver, or cause Operator and successor operators to deliver, evidence of payment of such taxes to the City upon request.
- K. **No Tax-Exempt Status.** Consistent with its covenant in Subsection J. above, the Owner, the Operator and their respective successors shall not assert a tax-exempt status during their respective periods of ownership of, or having an interest in, the Property or the Project. This prohibition shall run with the land and shall expire on the date the Redevelopment Project Area expires or an earlier date if agreed by the City, the Owner and the Operator. Notwithstanding anything in this Agreement to the contrary, Owner, Operator, all successor owners of the Property and all successor operators of the Project agree not to challenge, contest or seek reduction in the assessed valuation of the Property, such that the minimum equalized assessed value for any given year for the Property would be less than the amounts shown in EXHIBIT F attached hereto and made part hereof (the "Minimum EAV"). No real estate tax challenge, contest or reduction shall be made on the Property such that the minimum equalized assessed value for any given year for the Property would be less than the Minimum EAV until the Redevelopment Project Area is terminated. The remedy to the City in the event of a breach of this Subsection is for the Owner and the Operator (or their respective successors, as the case may be) to pay to the City on an annual basis the difference between the actual real estate taxes payable for the Property and the amount of real estate taxes that would have been due and owing on the Minimum EAV for such year (said deficiency shall herein be referred to as the "TIF Deficiency"), plus interest thereon at the prime rate charged by BMO Harris Bank (or its successor) plus three percent (3%) per annum for the period beginning on the date the Incremental Property Taxes are received by the City for any given year and ending on the date the TIF Deficiency is paid to the City, which shall be due within thirty (30) days of notice from the City.

XI. REPRESENTATIONS AND WARRANTIES OF THE CITY

The City represents, warrants and agrees to the Owner and Operator as follows:

- A. **Existence.** The City is an Illinois home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois, and has all requisite corporate power and authority to enter into this Agreement.

- B. **Authority.** The execution, delivery and the performance of this Agreement and the consummation by the City of the transactions provided for herein and the compliance with the provisions of this Agreement:
1. have been duly authorized by all necessary corporate action on the part of the City;
 2. require no other consents, approvals or authorizations on the part of the City in connection with the City's execution and delivery of this Agreement; and
 3. shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the City is subject.
- C. **Litigation.** To the best of the City's knowledge, there are no proceedings pending or threatened against or affecting the City or the TIF District in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.

XII. INSURANCE

- A. **Insurance Coverages.** The Operator and Owner, and any of their successors in interest, shall obtain and continuously maintain insurance on the Property and the Project and, from time to time at the request of the City, furnish proof to the City that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Operator and Owner must obtain and continuously maintain, provided that the Operator and Owner shall obtain the insurance described in Subsection 1. below prior to the commencement of construction of any portion of the Project:
1. Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.
 2. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy naming the City and its officers, agents and employees as additional insureds, with limits against bodily injury and property damage of not less than \$5,000,000.00 for each

occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.

3. Workers compensation insurance, with statutory coverage.

- B. **Continuity of Insurance.** All insurance required in this Section XII. shall be obtained and continuously maintained through responsible insurance companies selected by the Operator and Owner, respectively, or their successors that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Section XII., cancellation relative to each policy shall be as provided by the policy; however, the City must be named as a cancellation notice recipient. Not less than fifteen (15) days prior to the expiration of any policy, the Operator and Owner, or their successors or assigns, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section XII. In lieu of separate policies, the Operator and Owner, or their successors or assigns, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

XIII. INDEMNIFICATION, HOLD HARMLESS AND RELEASE PROVISIONS

This Section XIII. shall survive the termination of this Agreement.

- A. **Release.** The Operator and Owner release from and covenant and agree that the City, its governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or the Property or arising under this Agreement or actions in furtherance thereof to the extent not attributable to the gross negligence or willful misconduct of the Indemnified Parties.
- B. **Indemnification.** Except for gross negligence or willful misconduct of the Indemnified Parties, Operator and Owner agree to indemnify the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Operator and Owner (or if other Persons acting on its behalf or under either of their direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the

Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement.

- C. **Environmental Disclaimer.** The City makes no warranties or representations regarding, nor does it indemnify the Operator or the Owner with respect to, the existence or nonexistence on or in the vicinity of the Property, or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property, or within the TIF District, as well as any activity claimed to have been undertaken on or in the vicinity of the Property, that would cause or contribute to causing (1) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 *et seq.*, or any similar State law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property, within the meaning of, or otherwise bring the Property within the ambit of, CERCLA, or any similar State law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*, or any similar State law or local ordinance. Further, the City makes no warranties or representations regarding, nor does the City indemnify the Operator or the Owner with respect to, the existence or nonexistence on or in the vicinity of the Project, or anywhere within the Property or the TIF District, of any substances or conditions in or on the Property, that may support a claim or cause of action under RCRA, CERCLA, or any other federal, State or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The City makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property, or whether any above or underground tanks have been located under, in or about the Property have subsequently been removed or filled.

- D. **Waiver.** The Operator and the Owner waive any claims against the Indemnified Parties, and its members and boards, for indemnification,

contribution, reimbursement or other payments arising under federal, State and common law or relating to the environmental condition of the land comprising the Property.

- E. **No Personal Liability.** No liability, right or claim at law or inequity shall attach to or shall be incurred by the City's mayor, aldermen, officers, officials, attorneys, agents and/or employees, and any such rights or claims of the Operator or the Owner against the City's mayor, aldermen, officers, officials, attorneys, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of the Agreement by the City.

XIV. EVENTS OF DEFAULT AND REMEDIES

- A. **Operator and Owner Events of Default.** The following shall be Events of Default with respect to this Agreement:

1. If any representation made by Operator or Owner in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the City 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; provided, however, that such default shall constitute an Event of Default only if Operator or Owner, as the case may be, does not remedy the default, within fifteen (15) days after written notice from the City.
2. Default by Operator or Owner for a period of fifteen (15) days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of Operator or Owner, as the case may be; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said fifteen (15) days and Operator or Owner, as the case may be, within said fifteen (15) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice.
3. Default by Operator or Owner in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if such default cannot be cured within said fifteen (15) days and the Operator or Owner, as the case may be, within said fifteen (15) days initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice.

ATTACHMENT "E"

4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Operator or Owner in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Operator or Owner, as the case may be, for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.
5. The commencement by Operator or Owner of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or the consent by Operator or Owner, as the case may be, to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Operator or Owner, as the case may be, or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Operator or Owner, as the case may be, generally to pay such entity's debts as such debts become due or the taking of action by Operator or Owner, as the case may be, in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.
6. Failure to have funds to meet Operator's or Owner's obligations.
7. A sale, assignment, or transfer of the Project, except in accordance with this Agreement.
8. Change in the Operator or Owner, except in accordance with this Agreement.
9. Operator or Owner abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than thirty (30) days for any reason other than Uncontrollable Circumstances.
10. Operator or Owner fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the Project contemplated by this Agreement and such failure continues for more than fifteen (15) days after written notice thereof from the City; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said fifteen (15) days and Operator or

ATTACHMENT "E"

Owner, as the case may be, within said fifteen (15) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice. The maintenance requirement of this provision shall not be covered by and shall survive any Certificate of Completion or Estoppel Certificate of any kind issued during the term of this Agreement.

11. A representation or warranty of Operator or Owner is not true for a period of fifteen (15) days after written notice from the City; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said fifteen (15) days and Operator or Owner, as the case may be, within said fifteen (15) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice.

B. City Events of Default. The following shall be Events of Default with respect to this Agreement:

1. If any material representation made by the City in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to Operator or Owner 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; provided, however, that such default shall constitute an Event of Default only if the City does not remedy the default, within fifteen (15) days after written notice from Operator or Owner.
2. Default by the City in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the City; provided, however, that such default or breach shall constitute an Event of Default if the City does not, within fifteen (15) days after written notice from Operator or Owner, initiate and diligently pursue appropriate measures to remedy the default.
3. Default by the City in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the City, commences cure within fifteen (15) days after written notice from Operator or Owner, and in any event cures such default within sixty (60) days after such notice, subject to Uncontrollable Circumstances.

C. Remedies for Default. In the case of an Event of Default hereunder:

ATTACHMENT "E"

1. The defaulting Party shall, upon written notice from the non-defaulting Party/Parties, take immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured, or if in the case of a non-monetary Event of Default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within a reasonable time, but in no event more than fifteen (15) additional days, unless extended by mutual agreement, the non-defaulting Party/Parties may institute such proceedings as may be necessary or desirable in its/their opinion to cure or remedy such Event of Default, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.
 2. In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Operator, Owner and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Operator, Owner and the City shall continue as though no such proceedings had been taken.
 3. In the case of an Event of Default by the Operator and/or the Owner, in addition to any other remedies at law or in equity, the City shall be relieved of its obligations under this Agreement.
- D. **Agreement to Pay Attorneys' Fees and Expenses.** In the event an Event of Default is not cured within the applicable cure periods and a Party employs an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, the non-prevailing Party shall pay, on demand, the prevailing Party's, or Parties', reasonable fees of such attorneys and such other reasonable expenses in connection with such enforcement action. This Section XIV.D. shall survive the termination of this Agreement.
- E. **No Waiver by Delay or Otherwise.** Any delay by any Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that any Party should not be 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 with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default

hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

- F. **Rights and Remedies Cumulative.** The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.
- G. **Reimbursement of City for Legal and Other Fees and Expenses.** In the event that any third party or parties institute any legal proceedings against the Operator, the Owner and/or the City, which relate to the terms of this Agreement, then, in that event, the Parties shall cooperate in the defense of any such lawsuit, with each Party assuming, fully and vigorously, its own defense of such lawsuit, and the City's costs and expenses of its defense, of whatever nature (including attorney's fees), shall be paid by the Developer. This Section XIV.G. shall survive the termination of this Agreement.

XV. EQUAL EMPLOYMENT OPPORTUNITY

- A. **No Discrimination.** Developer shall comply with all federal, State and local laws relating to equal employment opportunity. To the extent permitted by law, Developer shall use reasonable efforts to employ qualified residents of the City.
- B. **Advertisements.** Developer shall, in all solicitations or advertisements for employees placed by or on behalf of Developer state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Contractors.** Any contracts made by Developer with any general contractor, agent, employee, independent contractor or any other Person in connection with the Project shall contain language similar to that recited in Subsections A. and B. above.

XVI. MISCELLANEOUS PROVISIONS

- A. **TIF Provisions.** A delineation of the TIF Eligible Redevelopment Costs and Sales Tax Eligible Redevelopment Costs for the Project is set forth in EXHIBIT E, and the City shall not reimburse the Owner for any costs of the Project not listed on said EXHIBIT E.

B. **Cancellation.** In the event any Party shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the TIF Plan, including Developer's duty to build and operate the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Project or the covenants and agreements or rights and privileges of Developer or the City, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other Parties within sixty (60) days after such final decision or amendment. If the City terminates this Agreement pursuant to this subsection B., to the extent it is then appropriate, the City, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Developer for the Project, permitted and under construction, to the extent permitted by said court order.

C. **Notices.** All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) electronic communications, whether by telex, telegram or telecopy, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to City: Mayor
City of Countryside
5550 East Avenue
Countryside, Illinois 60525

With a copy to: City Administrator
City of Countryside
5550 East Avenue
Countryside, Illinois 60525

and: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attention: Thomas P. Bayer / Gregory T. Smith

If to Owner: J & JC Real Estate Corp.
5841-5859 South LaGrange Road

ATTACHMENT "E"

Countryside, Illinois 60525
Attn: John Phelan

With a copy to: John C. Stern
Hardt, Stern & Kayne, P.C.
2610 Lake Cook Road, Suite 200
Riverwoods, Illinois 60015

If to Operator: Jack Phelan Dodge, LLC
5841-5859 South LaGrange Road
Countryside, Illinois 60525
Attn: John Phelan

With a copy to: John C. Stern
Hardt, Stern & Kayne, P.C.
2610 Lake Cook Road, Suite 200
Riverwoods, Illinois 60015

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4) shall be deemed received forty-eight (48) hours following deposit in the mail.

- D. **Time is of the Essence.** Time is of the essence of this Agreement.
- E. **Integration.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.
- F. **Counterparts.** This Agreement may be executed in three (3) counterparts, each of which shall be an original and each of which shall constitute but one and the same Agreement.
- G. **Recordation of Agreement.** The Parties agree to record this Agreement with the Cook County Recorder's Office against title to the Property. The Operator shall pay the recording charges.
- H. **Severability.** If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any

circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

- I. **Choice of Law / Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, and any court proceedings between the Parties hereto shall be brought in Cook County, Illinois.
- J. **Entire Contract and Amendments.** This Agreement (together with the exhibits attached hereto) is the entire contract between the City, the Owner, and the Operator relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City, the Owner, and the Operator, and may not be modified or amended except by a written instrument executed by the Parties hereto.
- K. **Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other Person other than the City, the Owner and the Operator, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to the City, the Owner or the Operator, nor shall any provision give any third parties any rights of subrogation or action over or against the City, the Owner or the Operator. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.
- L. **Waiver.** Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.
- M. **Cooperation and Further Assurances.** The City, the Owner and the Operator each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City, the Owner and the Operator or other appropriate Persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

- N. **No Joint Venture, Agency or Partnership Created.** Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third party to create the relationship of a partnership, agency or joint venture between or among such Parties.
- O. **No Personal Liability of Officials of the City, the Owner or the Developer.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, City Administrator, any elected official, officer, partner, member, director, agent, employee or attorney of the City, the Owner or the Operator, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the City, the Owner or the Operator shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.
- P. **Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the City's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.
- Q. **Term.** This Agreement shall remain in full force and effect until December 31, 2035.
- R. **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon not less than fifteen (15) days prior request, a certificate ("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which case such Party/Parties shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If any Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.
- S. **Assignment.** This Agreement, and the rights and obligations hereunder, may not be assigned by the Developer prior to completion of the Project (as evidenced by issuance of the Certificate of Completion by the City to the Developer) unless the City, in the exercise of its sole and absolute discretion, consents in writing to such assignment. After the issuance of the aforesaid Certificate of Completion by the City, the Developer shall have the right to assign its interests in this Agreement, and its rights and

ATTACHMENT "E"

obligations hereunder, subject to the consent in writing of the City, such consent not to be unreasonably withheld.

- T. **Municipal Limitations.** All City commitments hereunder are limited to the extent required by law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

CITY OF COUNTRYSIDE,
an Illinois home rule municipal corporation

By: Edward Krzeminski
Edward Krzeminski, Mayor

ATTEST:

By: Sharon Sweeney
Sharon Sweeney, City Clerk

OWNER:

J & JC REAL ESTATE CORP.,
an Illinois corporation

By: John C. Phelan III
John C. Phelan III, President

ATTEST:

By: John C. Phelan, Jr.
John C. Phelan, Jr., Secretary

OPERATOR:

JACK PHELAN DODGE, LLC,
an Illinois limited liability company

By: John C. Phelan, Jr.
John C. Phelan, Jr., Manager

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward Krzeminski and Sharon Sweeney, personally known to me to be the Mayor and City Clerk of the City of Countryside, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said Illinois home rule municipal corporation, as their free and voluntary acts, and as the free and voluntary act and deed of said Illinois home rule municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 12th day of November, 2014.

Margaret E Carey
Notary Public

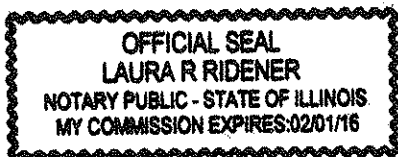


ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that John C. Phelan III and John C. Phelan, Jr., personally known to me to be the President and Secretary, respectively, of J & JC Real Estate Corp., and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they each signed and delivered the said instrument as their free and voluntary acts, and as the free and voluntary act and deed of said Illinois corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 24 day of NOVEMBER, 2014.



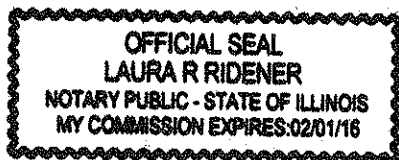

Notary Public

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that John C. Phelan, Jr., personally known to me to be the Manager of Jack Phelan Dodge, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Manager, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 24 day of NOVEMBER, 2014.




Notary Public

EXHIBIT A-1

Commercial TIF District

Legal Description

THAT PART OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF LaGRANGE ROAD, ALSO BEING THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 16, AND THE CENTERLINE OF JOLIET ROAD AS ESTABLISHED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF JOLIET ROAD TO IT'S INTERSECTION WITH THE SOUTH EXTENSION OF A LINE THAT IS 129.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO THE EAST LINE OF THE WEST 912.00 FEET OF LOT 10 IN SCHOOL TRUSTEES SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST 322.07 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS EAST 12.45 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST 254.24 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 672.65 FEET OF SAID LOT 10; THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS WEST 311.45 FEET ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF THE EAST 428 FEET OF THE WEST 912 FEET OF SAID LOT 10; THENCE NORTH ALONG THE LAST DESCRIBED LINE 195.78 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 00 SECONDS EAST 428 FEET TO A POINT ON THE EAST LINE OF THE WEST 912.00 FEET OF SAID LOT 10; THENCE NORTH ALONG THE EAST LINE OF THE WEST 912.00 FEET OF SAID LOT 10 TO THE NORTH LINE OF THE PUBLIC ROAD COMMONLY KNOWN AS 59TH STREET, IN STOUFFER'S SUBDIVISION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF LOT 53 IN SAID STOUFFER'S SUBDIVISION; THENCE NORTH, ALONG THE SAID EAST LINE OF LOT 53 TO THE EAST EXTENSION OF A LINE THAT IS 148.592 FEET SOUTH OF THE NORTH LINE OF LOT 55 IN SAID STOUFFER'S SUBDIVISION; THENCE WEST ALONG THE LAST DESCRIBED LINE TO A LINE THAT IS 79.00 FEET WEST OF THE EAST LINE OF LOTS 55 AND 54 IN SAID STOUFFER'S SUBDIVISION; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF 58TH STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH EXTENSION OF THE EAST LINE OF LOTS 19, 20, 21 & 22 IN SAID STOUFFER'S SUBDIVISION, THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE PUBLIC ROAD KNOWN AS 57TH STREET IN SAID STOUFFER'S SUBDIVISION; THENCE EAST ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH EXTENSION OF THE EAST LINE OF LOT 1 IN ROUTE 66 INDIAN/VICTORY MOTORCYCLE MADZA PLAT OF CONSOLIDATION, BEING A CONSOLIDATION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF DAVID M. OPAS RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 20991969 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF SILHAVY'S RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 14307222 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE

ATTACHMENT "E"

SOUTH LINE OF 56TH STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE INTERSECTION OF THE SOUTH EXTENSION OF THE WEST LINE OF SODERBERG'S GARDENS RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 9620595; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID SODERBERG'S GARDENS RESUBDIVISION; THENCE WEST ALONG THE WEST EXTENSION OF THE NORTH LINE OF SAID SODERBERG'S GARDENS RESUBDIVISION TO THE EAST LINE OF THE WEST 347.21 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE NORTH 250.00 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF THE WEST 167.00 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF LaGRANGE ROAD; THENCE SOUTH ALONG THE WEST LINE OF LaGRANGE ROAD TO THE NORTH LINE OF 61ST STREET AS DEDICATED BY DOCUMENT NO. 23805144; THENCE WEST ALONG THE LAST DESCRIBED LINE 25.00 FEET; THENCE SOUTH, PARALLEL WITH THE CENTERLINE OF LaGRANGE ROAD 66.00 FEET TO THE WEST LINE OF LaGRANGE ROAD AS WIDENED; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF LOT 11 IN SAID SCHOOL TRUSTEES SUBDIVISION IN SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG THE LAST DESCRIBED LINE TO A LINE 312.00 FEET WEST OF THE CENTERLINE OF LaGRANGE ROAD; THENCE SOUTH ALONG THE LAST DESCRIBED LINE AND IT'S SOUTH EXTENSION TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF JOLIET ROAD; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE TO THE CENTERLINE OF LaGRANGE ROAD; THENCE NORTH ALONG SAID CENTERLINE OF LaGRANGE ROAD TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PINs: 18-16-200-002, -004, -025, -031, -033, -034, -035, -036 and -039;
18-16-204-011, -028, -029, -030, -031 and -036; 18-16-208-003, -023, -024, -036
and -037; 18-16-210-003, -004, -014, -020, -021, -022 and -023; 18-16-302-012;
18-16-400-010, -011, -015, -016, -019, -020, -023, -025, -027, -028 and -029;

General Street Location: The TIF District takes in the LaGrange Road corridor from 55th Street to the North to Joliet Road to the South. It consists primarily of the improved areas along the Eastern side of LaGrange Road, as well as certain parcels along Joliet Road.

ATTACHMENT "E"

EXHIBIT A-2

Commercial TIF District

Map

(see attached)



EXHIBIT B

Legal Description of the "Property"

THAT PART OF THE LOTS 53 AND 55 LYING SOUTH OF A LINE DRAWN 148.592 FEET (AS MEASURED ALONG THE WEST LINE OF SAID LOT 55) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 55 AND ALL OF LOTS 56 AND 57 IN STOUFFER'S SUBDIVISION OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 384.78 FEET OF THE SOUTH 417.06 FEET THEREOF ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1922, AS DOCUMENT 7521572, IN COOK COUNTY, ILLINOIS.

P.I.N.s: 18-11-210-003-0000 and 18-11-210-004-0000;

Common Address: 5859 South LaGrange Road,
Countryside, Illinois 60525.

ATTACHMENT "E"

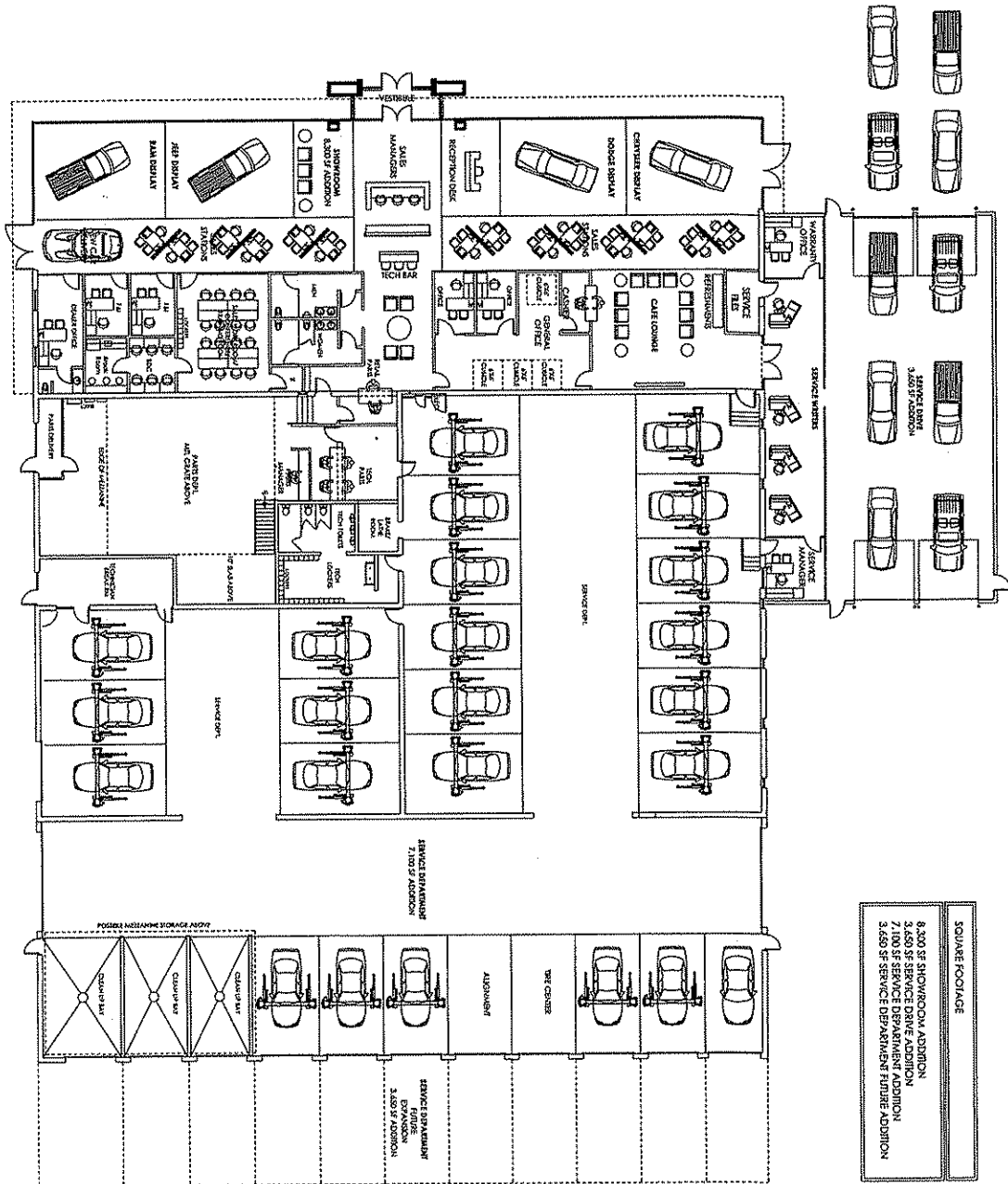
EXHIBIT C

Site Plans for the Project

(attached)



Preliminary First Floor Plan
NORTH Scale: 3/32" = 1'-0"



SQUARE FOOTAGE

8,300 SF SHOWROOM ADDITION
3,650 SF SERVICE DRIVE ADDITION
7,100 SF SERVICE DEPARTMENT ADDITION
3,650 SF SERVICE DEPARTMENT FUTURE ADDITION

EXHIBIT D

Detailed Description of the Project

The property under consideration is an existing automotive dealership with sales, service and showroom currently under roof. Located at 5859 South La Grange Road, Countryside, Illinois 60525. This facility is undersized and out dated for the dealer's needs and long term goals, in addition, it does not meet the required image program for the OEM. The site is approximately 3 +/- acres and project scope will include the addition of on-site underground retention and the development of expanded display parking and exterior lighting layout to cover 240+- display units, drive lanes and the service entrance. The existing building is 16,000 square feet and will be expanded to just shy of 30,000 feet. The expanded areas will include a new two lane Service Drive of 3650+- square feet, 4600 +- addition to the Showroom and Sales area, and addition to the Service shop of 7000+- square feet to increase the overall service capacity. Please reference the site plan for locations of the expansion areas. There is also a future expansion available to the service shop area of 3650 square feet, which is not included in this projects scope.

The project scope also includes the updating of the existing fire sprinkler system with an 8" feed for the system as previously agreed to. The cost for this upgrading is included in the forecasted budget.

All customer touch areas will be brought up to the OEM design intent documents standards, including: flooring, ceilings, lighting, wall finish schedule, elevations and finishes including efis, and ACM. Furniture plan with required components, including, reception, guest waiting, service advisors, and financial/sales offices. Guest restrooms, retail parts, and new car delivery. The project will also include the required updated sign package for the building as well as the street pylon sign. This project will be performed in phases as it will remain open for business during construction. This phasing will be staged to have the minimum impact on the customer experience, and employee disruption.

The forecasted budget does not contain any FF & E budgets as these needs have not been finalized with the owner.

EXHIBIT E

**TIF ELIGIBLE REDEVELOPMENT COSTS AND
SALES TAX ELIGIBLE REDEVELOPMENT COSTS
RELATIVE TO THE PROJECT
SUBJECT TO REIMBURSEMENT UNDER THE AGREEMENT**

Description	Amount	TIF Eligible Redevelopment Costs	Sales Tax Eligible Redevelopment Costs
Acquisition of the Property	\$3,075,000.00	Yes	Yes
Acquisition of Chrysler and Jeep Vehicle Lines	\$2,150,000.00	No	Yes
Site Work Improvements, including Demolition, Earthwork, Asphalt Paving, Site Utilities, Site Lighting and Landscaping	\$1,148,000.00	Yes	Yes
Building Construction, including General Conditions and Requirements, Owner Reimbursables and Construction Management Fee	\$2,851,250.00	No	Yes
Total	\$9,224,250.00		

EXHIBIT F

Minimum EAV Schedule

<u>Levy Year</u>	<u>Minimum EAV</u>
2014	\$1,168,300
2015	\$1,674,483
2016	\$3,348,950
2017	\$3,553,950
2018	\$3,553,950
2019	\$3,553,950
2020	\$3,771,480
2021	\$3,771,480
2022	\$3,771,480
2023	\$4,002,325
2024	\$4,002,325
2025	\$4,002,325
2026	\$4,247,299
2027	\$4,247,299
2028	\$4,247,299
2029	\$4,507,268
2030	\$4,507,268
2031	\$4,783,148
2032	\$4,783,148
2033	\$4,783,148
2034	\$5,075,915

**FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT
FOR THE PHELAN DEVELOPMENT
COMPRISING A PART OF THE COUNTRYSIDE COMMERCIAL
TIF DISTRICT OF THE CITY OF COUNTRYSIDE, ILLINOIS**

This First Amendment to the Redevelopment Agreement for the Phelan Development Comprising a Part of the Countryside Commercial TIF District of the City of Countryside, Illinois (the "First Amendment") is made and entered into as of the 11th day of March, 2015 by and between the City of Countryside, Illinois, an Illinois home rule municipal corporation (the "City"), J&JC Real Estate Corp., an Illinois corporation (the "Owner") and Jack Phelan Dodge, LLC, an Illinois limited liability company (the "Operator"). (The City, the Owner and the Operator are sometimes referred to herein collectively as the "Parties.")

WITNESSETH

WHEREAS, pursuant to Ordinance No. 14-39-O, adopted November 12, 2014 (the "Ordinance"), the City approved a "Redevelopment Agreement for the Phelan Development Comprising a Part of the Countryside Commercial TIF District of the City of Countryside, Illinois," dated November 12, 2014, with the Owner and the Operator (the "Redevelopment Agreement"), with said Redevelopment Agreement being recorded with the Cook County Recorder of Deeds on December 2, 2014 as document number 1433644090; and

WHEREAS, the City, the Owner and the Operator desire to amend certain provisions of the Redevelopment Agreement relative to the legal description and permanent tax index numbers for the Property (as defined in the Redevelopment Agreement); and

ATTACHMENT "E"

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

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

1. That EXHIBIT B to the Redevelopment Agreement is hereby amended to read in its entirety as "EXHIBIT B" attached hereto and made part hereof.
2. That all portions of the Redevelopment Agreement, not amended hereby, shall remain in full force and effect.
3. This First Amendment shall be executed simultaneously in three (3) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same First Amendment.
4. The Parties agree to record this First Amendment with the Cook County Recorder's Office, with the Owner and the Operator paying the recording charges.
5. This First Amendment shall be deemed dated and become effective on the day on which this First Amendment is approved by the City, with said date appearing on page 1 hereof.

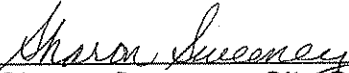
ATTACHMENT "E"

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on or as of the day and year first above written.

CITY OF COUNTRYSIDE,
an Illinois home rule municipal corporation

By: 
Edward Krzeminski, Mayor

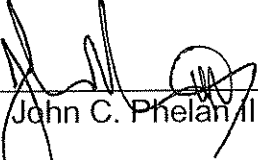
ATTEST:

By: 
Sharon Sweeney, City Clerk

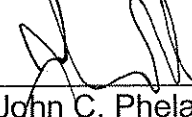
OPERATOR:
JACK PHELAN DODGE, LLC,
an Illinois limited liability company

By: 
John C. Phelan, Jr., Manager

OWNER:
J&JC REAL ESTATE CORP.,
an Illinois corporation

By: 
John C. Phelan, III, President

ATTEST:

By: 
John C. Phelan, Jr., Secretary

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward Krzeminski and Sharon Sweeney, personally known to me to be the Mayor and City Clerk of the City of Countryside, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Board of Trustees of said Illinois home rule municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois home rule municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 11th day of March, 2015.

Margaret E Carey
Notary Public

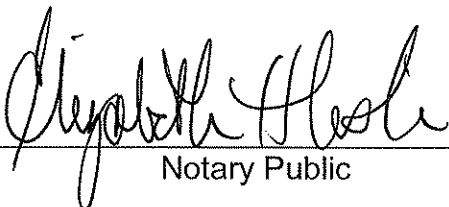


ACKNOWLEDGMENT

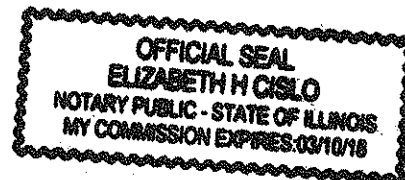
State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that John C. Phelan, Jr., personally known to me to be the manager of Jack Phelan Dodge, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such manager, he signed and delivered the said instrument, pursuant to authority given by the members of said limited liability company, as their free and voluntary act, and as the free and voluntary acts and deeds of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 23RD day of APRIL, 2015.



Notary Public

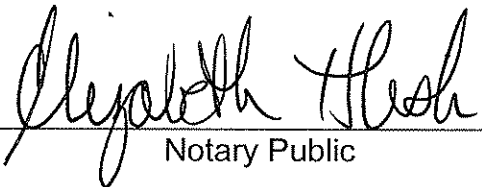


ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that John C. Phelan III and John C. Phelan, Jr., personally known to me to be the President and Secretary, respectively, of J&JC Real Estate Corp., and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they each signed and delivered the said instrument as their free and voluntary acts, and as the free and voluntary act and deed of said Illinois corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 23RD day of APRIL, 2015.



Notary Public

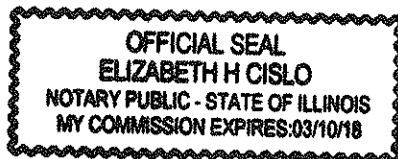


EXHIBIT A

Legal Description of the Property

PARCEL 1:

THAT PART OF LOTS 53 AND 55 LYING SOUTH OF A LINE DRAWN 148.592 FEET (AS MEASURED ALONG THE WEST LINE OF SAID LOT 55) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 55 AND ALL OF LOTS 56 AND 57 IN STOUFFER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 384.78 FEET OF THE SOUTH 417.06 FEET THEREOF ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1922, AS DOCUMENT 7521572, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

THE SOUTH 58.00 FEET OF THE NORTH 148.592 FEET (AS MEASURED ON THE WEST LINE THEREOF) OF LOT 55 (EXCEPT THE EAST 79.00 FEET THEREOF) IN STOUFFER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 384.78 FEET OF THE SOUTH 417.06 FEET) OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1922 AS DOCUMENT 7521571, IN COOK COUNTY, ILLINOIS.

P.I.N.s: 18-16-210-003, -004, -020, -022 and -023;

Common Addresses: 5841 and 5859 South LaGrange Road,
Countryside, Illinois 60525.

ATTACHMENT "E"

Prepared by:

Thomas P. Bayer
Klein Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606 -2903
(TPB #4319-17)

Prepared on behalf of
the City of Countryside



Doc#: 1514045045 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/20/2015 02:22 PM Pg: 1 of 8



Doc#: 1514129061 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/21/2015 04:23 PM Pg: 1 of 8

**"FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT FOR THE
PHELAN DEVELOPMENT COMPRISING A PART OF THE COUNTRYSIDE
COMMERCIAL TIF DISTRICT OF THE CITY OF COUNTRYSIDE, ILLINOIS"**

WHICH AMENDS DOCUMENT NUMBER 1433644090, RECORDED ON DECEMBER
2, 2014, TO:

- A. EXPAND THE LEGAL DESCRIPTION COVERED BY THE REDEVELOPMENT AGREEMENT;
- B. CORRECT AND ADD TO THE PERMANENT TAX INDEX NUMBERS COVERED BY THE REDEVELOPMENT AGREEMENT; AND
- C. ADD TO THE COMMON ADDRESS COVERED BY THE REDEVELOPMENT AGREEMENT.

Related PINS 18-16-210-00⁻⁰⁰³, -004, -020, -022 and -023
Correcting PIN
Re-recording due to scrivener's error of PIN 18-16-210-003

**REDEVELOPMENT AGREEMENT
FOR THE COUNTRYSIDE PARTNERS, LLC
LOT 3B DEVELOPMENT COMPRISING A PART OF THE
COUNTRYSIDE COMMERCIAL TIF DISTRICT
OF THE CITY OF COUNTRYSIDE, ILLINOIS**

This Redevelopment Agreement (the "Agreement") is made and entered into as of the 12th day of November, 2014 (the "Effective Date") by and between the City of Countryside, Illinois, an Illinois home rule municipal corporation (the "City") and Countryside Partners, LLC, an Illinois limited liability company (the "Developer") (the City and the Developer are sometimes referred to herein individually as a "Party," and collectively as the "Parties").

WITNESSETH:

IN CONSIDERATION of the Preliminary Statements, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

I. PRELIMINARY STATEMENTS

Among the matters of mutual inducement which have resulted in this Agreement are the following:

- A. The City is a home rule unit of government in accordance with Article VII, Section 6 of the Constitution of the State of Illinois, 1970.
- B. The City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the City, to foster increased economic activity within the City, to increase employment opportunities within the City, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the City.
- C. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.
- D. Pursuant to Ordinance Numbers 10-58-O, 10-59-O and 10-60-O, adopted December 8, 2010, as amended by Ordinance Number 11-33-O, adopted April 27, 2011, to correct certain scrivener's errors, the City approved a tax

ATTACHMENT "E"

increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the City's commercial tax increment financing district (the "TIF District"); said TIF District being legally described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2, respectively, attached hereto and made part hereof.

- E. The City is the fee owner of certain real property, consisting of a parcel, located within the Redevelopment Project Area, said property being legally described on EXHIBIT B, attached hereto and made a part hereof (the "Property").
- F. The Developer desires to acquire ownership of the Property, and redevelop the Property with site work improvements including but not limited to parking stalls, park lot islands, lighting, and landscaping (the "Developer Improvements"), and an upscale restaurant development consisting of one (1) single unit retail building, consisting of approximately four thousand eight hundred sixty five (4,865) square feet of floor area on the Property, as depicted on the site plan attached hereto as EXHIBIT C, and made part hereof, and as described in further detail on EXHIBIT D, attached hereto and made part hereof (the "Project").
- G. It is necessary for the successful completion of the Project that the City enters into this Agreement with the Developer to provide for the redevelopment of the Property, thereby implementing the TIF Plan.
- H. The Developer has been and continues to be unable and unwilling to undertake the redevelopment of the Property with the Project, but for certain tax increment financing ("TIF") incentives, with regard to the purchase price of the Property, to be provided by the City in accordance with the Act and the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein. The Parties acknowledge and agree that but for the aforementioned TIF incentives, to be provided by the City, Developer cannot successfully and economically develop the Property with the Project in a manner satisfactory to the City. The City has determined that it is desirable and in the City's best interest to assist Developer in the manner set forth herein, and as this Agreement may be supplemented and amended from time to time pursuant to the mutual agreement of the Parties and in the manner as herein provided.
- I. The City, in order to stimulate and induce development of the Property with the Project, has agreed to sell the Property to the Developer in accordance with the terms and provisions of the Act and this Agreement.
- J. This Agreement has been submitted to the Corporate Authorities of the City (as defined below) for consideration and review, the Corporate

ATTACHMENT "E"

Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same, and any and all actions taken by the City in furtherance hereof, binding upon the City according to the terms hereof, and any and all actions of the Corporate Authorities of the City precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

- K. This Agreement has been submitted to the managers of the Developer for consideration and review, the Developer's managers have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all action of the Developer's managers precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.
- L. The City is desirous of having the Redevelopment Project Area rehabilitated, developed and redeveloped in accordance with the TIF Plan, and particularly the Project as a part thereof, in order to serve the needs of the City, arrest physical decay and decline in the Redevelopment Project Area, increase employment opportunities, stimulate commercial growth and stabilize the tax base of the City and, in furtherance thereof, the City is willing to offer Developer the TIF incentives referenced in subsection H. above, under the terms and conditions hereinafter set forth, to assist such development.

II. DEFINITIONS

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, and as follows:

- A. **"Change in Law"** means the occurrence, after the Effective Date, of an event described below in this definition, provided such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon:

Change in Law means any of the following: (1) the enactment, adoption, promulgation or modification of any federal, State or local law, ordinance, code, rule or regulation (other than by the City or with respect to those made by the City, only if they violate the terms of this Agreement); (2) the order or judgment of any federal or State court, administrative agency or other governmental body (other than the City); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the City, or, with respect to those made by the City, only if they violate the terms of this

ATTACHMENT "E"

Agreement). Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the City, except as provided herein).

- B. **"City Code"** means the City of Countryside Municipal Code, as amended.
- C. **"Corporate Authorities"** means the Mayor and City Council of the City of Countryside, Illinois.
- D. **"Day"** means a calendar day.
- E. **"Developer Improvements"** are the following improvements to be completed, or caused to be completed, on the Property by the Developer at its sole cost and expense, substantially and materially as set forth and referenced in EXHIBIT E attached hereto and made part hereof, and including without limitation: removal of existing goods spoils, parking lot curbing, paving (binder course and top course), lighting, striping, utilities, landscaping and concrete landscape islands. The Developer Improvements shall comply with the "City Center Design Standards" prepared by the Lakota Group, dated July of 2012.
- F. **"Effective Date"** means the day on which this Agreement is executed by the City, with said date appearing on page 1 hereof.
- G. **"Party / Parties"** means the City and/or the Developer, individually/collectively, and their respective successors and/or assigns as permitted herein, as the context requires.
- H. **"Person"** means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.
- I. **"State"** means the State of Illinois.
- J. **"TIF Ordinances"** means those Ordinances referenced in subsection I.D. above.
- K. **"Uncontrollable Circumstance"** means any event which:

ATTACHMENT "E"

1. is beyond the reasonable control of and without the fault of the Party relying thereon; and
2. is one or more of the following events:
 - a. a Change in Law;
 - b. insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
 - c. epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;
 - d. governmental condemnation or taking other than by the City, but excluding the condemnation or taking described in Section VI.C. below;
 - e. strikes or labor disputes, or work stoppages not initiated by the Developer or the City;
 - f. unreasonable delay in the issuance of building or other permits or approvals by the City or other governmental authorities having jurisdiction other than the City including but not limited to IDOT, MWRD, the South Lyons Sanitary District and/or IEPA;
 - g. shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
 - h. unknown or unforeseeable geo-technical or environmental conditions;
 - i. major environmental disturbances;
 - j. vandalism; or
 - k. terrorist acts.

Uncontrollable Circumstance shall not include: economic hardship; unavailability of materials (except as described in subsection 2.g. above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to any applicable contractor).

For each day that the City or the Developer is delayed in its performance under this Agreement by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day without penalty or damages to either Party.

III. CONSTRUCTION OF TERMS

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- A. Definitions include both singular and plural.
- B. Pronouns include both singular and plural and cover all genders.
- C. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation".
- D. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.
- F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- G. The City Administrator, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the City and with the effect of binding the City as limited by and provided for in this Agreement. The Developer is entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the City as having been properly and legally given by the City.
- H. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Developer in a different manner Developer hereby designates Greg Orput (provided he is a manager of Developer, otherwise the then acting manager of Developer) as its authorized representatives who shall individually have the power and authority to make or grant or do all things, supplemental

agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Developer and with the effect of binding the Developer in that connection (such individual being designated as an "Authorized Developer Representative"). The Developer shall have the right to change its Authorized Developer Representative by providing the City with written notice of such change from both authorized representatives which notice shall be sent in accordance with Section XVIII.B. of this Agreement.

IV. COOPERATION OF THE PARTIES

The City and the Developer agree to cooperate in implementing the Project in accordance with the Parties' respective obligations set forth in this Agreement, and specific approvals by the City in the future, relative to the development of the Property and the Project.

V. CONVEYANCE OF THE PROPERTY

The City shall transfer title to the Property to the Developer in an "as-is, where-is" condition with no environmental representations or warranties of any kind whatsoever, pursuant to the Real Estate Sale Contract attached hereto as EXHIBIT F, attached hereto and made part hereof (the "Contract"), with such changes made to the Contract to make the Contract consistent with this Agreement, so long as the following conditions, subject to Uncontrollable Circumstances, have been satisfied on or before March 18, 2015 ("Conveyance Deadline"), within thirty (30) days of the Conveyance Deadline:

1. The Developer has submitted site geometry and proposed building plans for the Developer Improvements materially consistent with the proposed Project and reasonably satisfactory to the City;
2. (a) The Developer has tendered (or within three (3) months of the effective date of this Agreement will tender) fully executed and signed lease for the tenant space in the Project to the City with Chick fil A ("Tenant"); and (b) an investigation period under the above-referenced lease, of no greater than ninety (90) days, has expired and the Tenant has not elected to terminate in accordance with such lease;
3. The Developer (and/or the Tenant) has submitted detailed elevations for the Project, including façade details and drawings, which have been approved by both the City's Economic Development Committee and the City Council, with said approval being in the sole and absolute discretion of both the City's Economic Development Committee and the City Council; and

4. All necessary zoning entitlements and/or approvals necessary for the construction of the Project have been obtained (including without limitation and to the extent applicable, all drive-thru permits and special use permits).
5. If the Developer requests an estoppel certificate pursuant to Section VII.D. below, the City has produced said estoppel certificate, which is acceptable to Developer.

Notwithstanding anything in this Agreement to the contrary (including but not limited to the default and cure periods in Section XVI.A. below), if title to the Property is not transferred from the City to the Developer within thirty (30) days of the Conveyance Deadline, and if such failure is not cured within fifteen (15) days after notice by the City to the Developer with a demand to consummate the transfer as herein provided, this Agreement shall be null and void, the City shall have no further obligations to transfer title to the Property to the Developer, and the City shall be entitled to keep the Earnest Money referenced in Section VIII.I. below. The date the City conveys title to the Property to the Developer shall be the "Acquisition Date."

VI. DEVELOPMENT OF THE PROPERTY

A. Permits, Construction, and Completion. The Developer shall:

1. Within one (1) month after the Acquisition Date, and subject to Uncontrollable Circumstances, apply for all necessary permits and approvals from all governmental agencies having jurisdiction over the Project as may be required to commence construction of the Developer Improvements, and shall require, pursuant to the lease with the Tenant, that the Tenant apply within said period for all such permits and approvals for that portion of the Project other than the Developer Improvements (the "Tenant Work").
2. Within one (1) month of the receipt of all required approvals and permits from the City and any other federal, State, regional or county agencies having jurisdiction over the Project, and subject to Uncontrollable Circumstances (and delays pertaining to cold weather or winter conditions if applicable), commence construction of the Developer Improvements, and shall require, pursuant to the lease with the Tenant, at that the tenant commence work on the Tenant Work within said period.
3. Complete construction of the Developer Improvements, and require pursuant to the lease with the Tenant that the Tenant complete the Tenant Work, subject to Uncontrollable Circumstances, all on or before December 31, 2015.

B. City Buy Back.

1. Subject to Uncontrollable Circumstances, if the Developer, and/or the Tenant, has not made application for all necessary permits and approvals from all governmental agencies having jurisdiction over the Project as may be required to commence construction of the Project within the time frame set forth in Section VI.A.1. above, the City shall deliver a notice of default to Developer and, in the event that Developer, and/or the Tenant, has failed to make application for all necessary permits and approvals within twenty eight (28) days after receipt of such notice, the City shall have the option to purchase the Property from the Developer, at the same price paid by the Developer to the City for the Property, and under the same terms and conditions applicable to the City's conveyance thereof to the Developer, such conveyance to be consummated within sixty (60) days of the non-cured default as herein set forth, and, upon conveyance of the Property back to the City, this Agreement shall be of no further force or effect, and the City shall have the option of terminating the Tenant's lease.
2. Subject to Uncontrollable Circumstances, if the Developer, and/or the Tenant, has not commenced construction of the Project within the time frame set forth in Section VI.A.2. above, the City shall deliver a notice of default to Developer and, in the event that Developer, and/or the Tenant, has failed to commence construction, or take the prerequisite steps necessary to commence construction and diligently pursue commencement of same, within twenty eight (28) days after receipt of such notice, the City shall have the option to purchase the Property from the Developer, at the same price paid by the Developer to the City for the Property, and under the same terms and conditions applicable to the City's conveyance thereof to the Developer, such conveyance to be consummated within sixty (60) days of the non-cured default as herein set forth, and, upon conveyance of the Property back to the City, this Agreement shall be of no further force or effect, and the City shall have the option of terminating the Tenant's lease.
3. Subject to Uncontrollable Circumstances, if the Developer, and/or the Tenant, has not completed construction of the Project within the time frame set forth in Section VI.A.3. above, the City shall deliver a notice of default to the Developer and, in the event that the Developer, and/or the Tenant, has failed to complete construction or taken the prerequisite steps necessary to complete construction and diligently pursue completion of same within twenty eight (28) days after receipt of such notice, the City shall have the option to purchase the Property from the Developer, at the same price paid

by the Developer to the City for the Property, plus the actual documented (in writing) third party costs incurred by the Developer, relative to construction which has taken place on the Property, exclusive of construction interest and accruing investors' equity accrual rates, relative to the actual construction of the Project to the date of said twenty one (21) day notice, and under the same terms and conditions applicable to the City's conveyance thereof to the Developer, such conveyance to be consummated within sixty (60) days of the non-cured default as herein set forth, and, upon conveyance of the Property back to the City, this Agreement shall be of no further force or effect, and the City shall have the option of terminating the Tenant's lease. The foregoing shall be the sole and exclusive remedy in the event of the failure of the Project to be completed as required in Section VI.B.3.

- C. **IDOT Intersection Improvements.** The City shall be entitled to any funds received from the State of Illinois Department of Transportation ("IDOT") for intersection improvements adjacent to, but not on, the Property, nor affecting any property lines, required setbacks or vehicular access to the Property. If IDOT's project boundaries change prior to the Acquisition Date, and if such new boundaries include any part of the Property, then: (1) the City shall be entitled to any funds paid by IDOT prior to the acquisition date (and in such event the "Purchase Price" in EXHIBIT F shall be reduced by such amount for any portion of the Property taken by and paid for by IDOT), and, (2) the Developer shall have the option of terminating this Agreement and the Contract, if applicable, prior to the Acquisition Date. If such new boundaries include any portion of the Property after the Acquisition Date, then Developer shall be entitled to negotiate with IDOT for the acquisition price of said portions of the Property and shall be entitled to all IDOT funds provided for the purchase of such portion of the Property.

VII. UNDERTAKINGS ON THE PART OF THE CITY

- A. The City agrees to cooperate with Developer in Developer's attempts to obtain all necessary approvals, licenses and/or permits from any governmental or quasi-governmental entity other than the City and, upon request of Developer, will promptly execute any applications or other documents (upon their approval by the City, which approval shall not be unreasonably withheld, delayed or conditioned) which Developer intends to file with such other governmental agencies, quasi-governmental agencies and/or utility companies in regard to the Project.
- B. The City shall further promptly respond to, and/or process, and consider reasonable requests of Developer for applicable building approvals and/or permits, driveway permits, drive thru permits, special use permits (if and to

the extent applicable), curb cut permits, or other approvals, permits and/or licenses necessary for the construction of the Project. Approval of any building approvals and/or permit applications and/or engineering plans and/or operating licenses (including liquor licenses, subject to the applicant therefor being qualified to receive same under both State law and the City's ordinances) shall be contingent on the Developer providing all required and requested documentation including, but not limited to, building plans required to substantiate that said improvements fully conform with all applicable State statutes and also all City ordinances and codes, as well as receipt of all required building approvals from any federal, state, regional or county agencies having applicable jurisdiction.

- C. The City waives any annexation fees, zoning fees, impact fees and/or recapture fees applicable to the Project required by the City of Countryside Municipal Code.
- D. The City shall, at the Developer's written request, pursuant to Section 12.15 of the Reciprocal Easement and Operating Agreement ("REOA"), recorded as Cook County Recorder of Deeds on September 26, 2012, as document number 1227018109, request an "estoppel certificate" from each "Owner" and the "Operator," both as defined in the REOA, and the City shall provide the Developer with an "estoppel certificate" regarding the City's performance and obligations under the REOA. The City shall provide the Developer with the estoppel certificates upon receipt of the same.

VIII. DEVELOPER'S OBLIGATIONS

Developer shall have the obligations set forth below, in addition to those set forth elsewhere in this Agreement, for the development, construction, financing, completion and furtherance of the Project:

- A. The Developer shall construct the Project materially and substantially in conformance with the approvals therefor from the City. The Developer shall pay or cause to be paid all building-related fees required by the City of Countryside Municipal Code, other than those expressly waived in Section VII.C. above.
- B. The Developer shall at all times acquire, install, construct, operate and maintain the Project in substantial conformance with all applicable laws, rules, ordinances, regulations, and the REOA. All work with respect to the Project shall substantially conform to all applicable federal, State and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision and planned development codes, building codes, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees,

ATTACHMENT "E"

permits, licenses or deed restrictions now or hereafter promulgated thereafter), life safety codes, property maintenance codes and any other applicable codes and ordinances of the City, or any of its rules or regulations or amendments thereto which are in effect from time to time during the construction and maintenance of the Project and/or during the term of this Agreement.

- C. During the initial construction of the Project as herein contemplated, the Developer shall stage its construction of the Project to avoid to the fullest extent possible any material community disruption. During construction, the Developer shall also keep all public streets used by the Developer clean on a daily basis, and for each day in which such public streets are not properly clean and such condition is not remedied within twenty four (24) hours of written notice to Developer, the Developer shall pay the City the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) for each such violation.
- D. Developer shall park and stage all construction equipment, materials and vehicles to be used in relation to the construction of the Project on the Property.
- E. Developer shall submit written evidence to the City, in a form and substance reasonably satisfactory to the City, that Developer has access to sufficient funds to pay any costs of the Project within thirty (30) days after the Effective Date. Such evidence can include, without limitation, commitments for financing and/or letters of credit from a lender, and/or investor commitments, for the anticipated costs of such Project.
- F. Developer shall meet with the Corporate Authorities and City staff and make presentations to the Corporate Authorities and City staff as reasonably requested by the City Mayor or City Administrator in order to keep the City apprised of the progress of the Project.
- G. Unless otherwise agreed by the City, in the City's sole and absolute discretion, the Developer shall not allow or permit any initial tenant or user on the Property, or any portion thereof, other than those approved by the City in writing, during the two (2) year period following the issuance of a Certificate of Project Completion, as provided for in Section XI.A. below (the "Tenant Restriction Period"). Notwithstanding anything to the contrary, the City has approved Chick fil A as the tenant and/or user for the Project as of the Effective Date.

Nothing herein contained shall be deemed a requirement that any said initial tenant continuously open and operate during such Tenant Restriction Period. No lease or agreement for the use of any part of the Property shall, during the Tenant Restriction Period, be valid unless the

tenant or user is on the list set forth above, or unless approved by the City in writing, which approval may be withheld in the City's sole and absolute discretion. In the event of a violation of this Section VIII.G., the Developer shall be liable to the City for damages equal to One Thousand and No/100 Dollars (\$1,000.00) for each day the violation exists and, in addition to all other remedies set forth in this Agreement, the City may, without delay, petition a court for, among any other relief available, equitable relief to cure the violation. All costs, including attorneys' fees, incurred by the City in enforcing this Section VIII.G. shall be the responsibility of the Developer.

- H. The Developer shall use commercially reasonable efforts to market the Project directly, or through its project leasing broker, to prospective tenants prior to, and after, acquisition of the Property.
- I. Within ten (10) business days of the Effective Date, Developer shall deliver the sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00) as earnest money (the "Earnest Money Deposit") to the Chicago Title Insurance Company ("Title Company"). The Earnest Money Deposit shall be held by the Title Company as escrowee (the "Escrowee") in an interest bearing account in accordance with the terms of a strict joint order escrow to be executed by the Parties within five (5) business days of the Effective Date ("Joint Order Escrow"). Any interest earned on the Earnest Money Deposit shall accrue to the benefit of the Developer and such interest shall be paid by the Escrowee to the Developer at the closing in relation to the Property, unless the Earnest Money is forfeited to the City, as a result of the termination of this Agreement prior to the Developer closing on the acquisition of the Property, through no fault of the City, in which event the City shall be entitled to the Earnest Money Deposit and all the interest earned thereon, if any. Notwithstanding the foregoing, the Developer shall have a period of sixty (60) days after the Effective Date (the "Due Diligence Period") to perform investigations of the Property, including, but not limited to environmental investigations, and determine, in Developer's sole and absolute discretion, whether the Property is suitable for Developers use. Developer shall have the right to terminate this Agreement, at any time prior to the expiration of the Due Diligence Period, as a result of an adverse environmental condition on the Property, which is discovered by the Developer and which either prevents the construction of the Project by the Developer, in Developer's reasonable judgment, or materially increases the cost of the construction of the Project, in which case the Earnest Money Deposit, and all interest thereon, shall be returned to the Developer. Any escrow fee or investment fee attributable to the Joint Order Escrow shall be shared equally by the City and the Developer.

- J. Unless specifically set forth elsewhere in this Agreement, the City and Developer shall share equally all closing costs relative to conveyance of the Property, including but not limited to the costs of recording the closing documents and the escrow agreement; however, the City shall be responsible for all transfer taxes associated with the conveyance of the Property.
- K. The Developer shall construct, or cause to be constructed, the Developer Improvements on the Property, as set forth in EXHIBIT E.
- L. The Developer shall construct the Developer Improvements required hereby substantially and materially in conformance with all required approvals therefor. The Developer shall pay or cause to be paid all related fees required by any other governmental agencies quasi-governmental agencies and/or utility companies in relation thereto.

IX. ADDITIONAL COVENANTS OF DEVELOPER

- A. **Developer Existence.** Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company, so long as this Agreement is in effect, and for so long as Developer maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.
- B. **Further Assistance and Corrective Instruments.** The City and Developer 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 be reasonably required for carrying out the intention of or effectuate or facilitating the performance of this Agreement to the extent legally permitted and within the City's and the Developer's sound legal discretion.
- C. **No Gifts.** Developer covenants that no director, employee or agent of Developer, or any other Person connected with Developer, has made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, employee or agent of the City, or any other Person connected with the City, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the City.
- D. **Disclosure.** Concurrently with execution of this Agreement, Developer shall disclose to the City the names, addresses and ownership interests of all Persons that have an ownership interest in the Developer, together with such supporting documentation that may be reasonably requested by the City. Developer further agrees to notify the City throughout the term of this

Agreement of the names, addresses and ownership interests of any changes of owners of the Developer.

- E. **Prevailing Wage.** Developer shall comply with the Illinois Prevailing Wage Act to the extent improvements relative to the Project, if constructed on behalf of the City by a contractor, would be subject to the Illinois Prevailing Wage Act. Developer warrants and represents that it has reviewed the Illinois Prevailing Wage Act, that it has reviewed the regulations promulgated thereunder, and that it understands the obligations imposed on it by this Section IX.E.

X. ADHERENCE TO CITY CODES AND ORDINANCES

Except as otherwise provided for in this Agreement, all development and construction of the Project shall comply in all respects with the provisions in the building, plumbing, mechanical, electrical, storm water management, fire prevention, property maintenance, zoning and subdivision codes of the City and all other germane codes and ordinances of the City in effect from time to time during the course of construction of the Project.

XI. SPECIAL CONDITIONS

- A. **Certificate of Project Completion.** Within thirty (30) days after written request from Developer, and provided that Developer has not received any notice of default under this Agreement or notice of non-compliance with any City codes with respect to Developer's construction obligations, any of which have not been cured, and after the City has issued the final certificate of occupancy for the proposed building on the Property, and has confirmed that the proposed building on the Property has been constructed in substantial and material compliance with all City codes and this Agreement, the City shall deliver a certificate of completion and satisfaction of all construction terms, covenants and conditions contained in this Agreement (the "Certificate of Project Completion") or, if not complete or satisfied, a written statement as to what deficiencies exist, and upon Developer's correction of such issues, the City shall then promptly issue to Developer a Certificate of Project Completion.
- B. **Certification of Developer's Project Cost.** Within thirty (30) days of the issuance of the Certificate of Project Completion, the Developer shall certify, in writing, to the City, the amount spent by the Developer (inclusive of all hard and soft costs) to complete the Project, and an estimate of the number of jobs to be generated or created by the Project.
- C. **Release of Sales Tax Information.** The Developer shall take all reasonable actions necessary to cause, and/or shall take all reasonable actions necessary to require, the tenants and business entity occupants of

the Project to cause, the Illinois Department of Revenue to release the sales tax information/documentation, relative to the Project, to the City. In the alternative, the Developer can file with the City, or cause the business entity occupants of the Project to file with the City, copies of the sales tax returns filed by said business entity occupants of the Project with the Illinois Department of Revenue (currently the ST-2 form filed with the Illinois Department of Revenue on a monthly basis). For purposes of this subsection, sales tax means taxes generated from the Project, and received by the City, from the Retailers' Occupation Tax Act, 35 ILCS 120/1, *et seq.* and the Service Occupation Tax Act, 35 ILCS 115/1, *et seq.*

- D. **Project to be Consistent with Design Standards.** The Developer shall initially construct the Project, and any future additions or revisions thereto, in accordance with the City of Countryside's City Center Design Standards, a copy of which is attached hereto as EXHIBIT G and made part hereof, as amended from time to time, (the "Design Standards").
- E. **Employment Opportunities.** To the extent feasible, the Developer shall make, and shall cause the tenants of the Project to make, reasonable efforts to notify City residents of employment opportunities that are available relative to the Project, and, to the extent permitted by law, make reasonable efforts to employ qualified residents of the City in relation to the Project.

XII. REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that as of the date hereof and until completion of the Project:

- A. Developer is an Illinois limited liability company, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Developer which would result in any material and adverse change to Developer's financial condition, or which would materially and adversely affect the level of Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of Developer to proceed with the construction and development of the Project.
- B. Neither the execution and delivery of this Agreement by Developer, the consummation of the transactions contemplated hereby by Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Developer conflicts with or will result in a breach of any of

ATTACHMENT "E"

the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Developer (with Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which Developer or any of its partners, directors, or venturers is now a party or by which Developer or any of its partners, directors or venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Developer, any related party or any of its partners, directors or venturers under the terms of any instrument or agreement to which Developer, any related party or any of its partners, directors or venturers is now a party or by which Developer, any related party or any of its partners, directors or venturers is bound.

- C. Developer has, or will have prior to the Acquisition Date, sufficient financial and economic resources to implement and complete Developer's obligations contained in this Agreement.
- D. Developer represents and warrants that it has not received any notice from any local, State or federal official that the activities of Developer with respect to the Property and/or the Project may or will be in violation of any environmental law or regulation. Developer is not aware of any State or federal claim filed or planned to be filed by any Party relating to any violation of any local, State or federal environmental law, regulation or review procedure, and Developer is not aware of any violation of any local, State or federal law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute.
- E. Developer represents and warrants to the City that Developer, and its respective principals, are experienced in the development and operation of upscale commercial/retail projects similar or comparable to the Project, and are able to provide the Project with the necessary skill, knowledge and expertise as well as input from other experts and consultants in the construction and operation of such a Project.
- F. Developer and successor owners agree to pay or cause to be paid all general and special real estate taxes levied during their respective period of ownership against their respective interest in the Project on or prior to the date same is due and said taxes shall not become delinquent. Developer and successor owners shall deliver evidence of payment of such taxes to the City upon request.
- G. Consistent with its covenant in subsection F. above, the Developer and successor owners shall not assert a tax-exempt status during their respective period of ownership. This prohibition shall run with the land and shall expire on the date the Redevelopment Project Area expires or an

earlier date if agreed by the City and Developer. Notwithstanding anything in this Agreement to the contrary, Developer and all successor owners of the Property agree not to challenge, contest, or seek reduction in the assessed valuation of the Property, such that the assessed value for any given year for the Property would be less than the amounts shown in EXHIBIT H, attached hereto and made a part hereof (the minimum assessed value for any given year for the Property is the "Anticipated Assessed Value"). No real estate tax challenge, contest or reduction shall be made on the Property such that the assessed value for any given year for the Property would be less than the Anticipated Assessed Value until the Redevelopment Project Area is terminated, unless such challenge, contest or reduction has been expressly approved by the City in writing, which approval the City may withhold in its sole and absolute discretion. The remedy to the City in the event of a breach of this subsection is for the Developer (or its successor owners, as the case may be) to pay to the City on an annual basis the difference between the actual real estate taxes payable for the Property and the amount of real estate taxes that would have been due and owing on the Anticipated Assessed Value for such year (said deficiency shall herein be referred to as the "TIF Deficiency"), plus interest thereon at the prime rate charged by BMO Harris Bank N.A. (or its successor) plus three (3%) percent per annum for the period beginning on the date the Incremental Property Taxes are received by the City for any given year and ending on the date the TIF Deficiency is paid to the City, which shall be due within thirty (30) days of notice from the City.

- H. Developer represents and warrants to the City that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it, or its subsidiaries or agents or employees, or, through such the Developer's actions (or claiming through such party), which is entitled to compensation as a consequence of this transaction.
- I. Developer warrants and represents that the following persons, entities, and any persons associated with the employees, ownership, or management of the following entities, have no interest of any kind whatsoever in Developer, this Agreement, or in the Project:
 - 1. Louis Schriber III;
 - 2. Andrew Goodman;
 - 3. Countryside Development Partners, LLC;
 - 4. Shorewood Development Group, LLC; and
 - 5. GMX Real Estate Group, LLC.

XIII. REPRESENTATIONS AND WARRANTIES OF THE CITY

ATTACHMENT "E"

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

- A. The City is an Illinois home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois, and has all requisite corporate power and authority to enter into this Agreement.
- B. The execution, delivery and performance of this Agreement and the consummation by the City of the transactions provided for herein and the compliance with the provisions of this Agreement:
 - 1. have been duly authorized by all necessary corporate action on the part of the City;
 - 2. require no other consents, approvals or authorizations on the part of the City in connection with the City's execution and delivery of this Agreement; and
 - 3. shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the City is subject.
- C. To the best of the City's knowledge, there are no proceedings pending or threatened against or affecting the City or the TIF District in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.
- D. The City represents and warrants that it has not received any notice, other than as already provided to the Developer by the City in the environmental reports provided to the Developer by the City, from any local, State or federal official that the activities of the City or any other owner of any portion of the Project may or will be in violation of any environmental law or regulation. The City is not aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure, and the City is not aware of any violation of any local, State or federal law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute.
- E. The City has sufficient financial and economic resources to implement and complete the City's obligations contained in this Agreement.

- F. The City represents and warrants that it has not received notice from IDOT in relation to any proposed eminent domain or similar proceedings in relation to the Property.
- G. The City represents and warrants to the Developer that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it, or its subsidiaries or agents or employees, or, through such the City's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction.

XIV. INSURANCE

- A. The Developer, and any successor in interest to the Developer, shall obtain and continuously maintain insurance on the Property and the Project and, from time to time at the request of the City, furnish proof to the City evidence that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and continuously maintain, provided that the Developer shall obtain the insurance described in subsection 1. below prior to the commencement of construction of any portion of the Project:
 - 1. Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.
 - 2. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy naming the City and its officers, agents and employees as additional insureds, with limits against bodily injury and property damage of not less than \$5,000,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.
 - 3. Workers compensation insurance, with statutory coverage if applicable to the Developer.
- B. All insurance required in this Section XIV. shall be obtained and continuously maintained through responsible insurance companies selected by the Developer or its successors that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Section XIV., cancellation relative to each policy shall be as provided by the policy; however, the City must be named as a

cancellation notice recipient. Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section XIV. In lieu of separate policies, the Developer or its successor or assign, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

XV. INDEMNIFICATION, HOLD HARMLESS AND RELEASE PROVISIONS

- A. Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including independent contractors, consultants, attorneys, servants and employees thereof (hereinafter, for purposes of this Section XV., collectively the "City Indemnified Parties") shall not be liable for, and agrees to indemnify and hold harmless the City Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or the Property or arising pursuant to the Developer's obligations or warranties under this Agreement or actions in furtherance thereof to the extent not attributable to the gross negligence or willful misconduct of the City Indemnified Parties; provided, that this waiver shall not apply to the warranties made or obligations undertaken by the City in this Agreement.
- B. Except for gross negligence or willful misconduct of the City Indemnified Parties, Developer agrees to indemnify the City Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer (or if other Persons acting on their behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement.
- C. Except as otherwise set forth herein, the City makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Property, or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C.

ATTACHMENT "E"

§§ 9601-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property, or within the TIF District, as well as any activity claimed to have been undertaken on or in the vicinity of the Property, that would cause or contribute to causing (1) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 *et seq.*, or any similar State law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property, within the meaning of, or otherwise bring the Property within the ambit of, CERCLA, or any similar State law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*, or any similar State law or local ordinance. Further, the City makes no warranties or representations regarding, nor does the City indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Project, or anywhere within the Property or the TIF District, of any substances or conditions in or on the Property, that may support a claim or cause of action under RCRA, CERCLA, or any other federal, State or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The City makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property, or whether any above or underground tanks have been located under, in or about the Property have subsequently been removed or filled. The City warrants and represents to Developer that it has not received notice, other than as already provided to the Developer by the City in the environmental reports provided to the Developer by the City, from any agency, individual or entity of any violation of any environmental law relating to any Hazardous Substances affecting the Property.

- D. The Developer waives any claims against the City Indemnified Parties, and their members and boards, for indemnification, contribution, reimbursement or other payments arising under federal, State and common law relating to the environmental condition of the land comprising the Property.
- E. No liability, right or claim at law or inequity shall attach to or shall be incurred by the City's mayor, aldermen, officers, officials, attorneys, agents and/or employees, and any such rights or claims of the Developer against the City's mayor, aldermen, officers, officials, attorneys, agents and/or employees are hereby expressly waived and released as a

condition of and as consideration for the execution of the Agreement by the City.

- F. The City releases from and covenants and agrees that Developer, its members, shareholders, officers, directors, agents, including independent contractors, consultants, attorneys, servants and employees thereof (hereinafter, for purposes of this Section XV., collectively the "Developer Indemnified Parties") shall not be liable for, and agrees to indemnify and hold harmless the Developer Indemnified Parties against any loss or damage to property or any injury to or death of any person arising pursuant to the City's obligations or warranties under this Agreement or actions in furtherance thereof to the extent not attributable to the gross negligence or willful misconduct of the Developer Indemnified Parties; provided, that this waiver shall not apply to the warranties made or obligations undertaken by Developer in this Agreement.

XVI. EVENTS OF DEFAULT AND REMEDIES

- A. **Developer Events of Default.** The following shall be Events of Default with respect to this Agreement:

1. If any representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the City 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; provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default, within thirty (30) days after written notice from the City (subject to Uncontrollable Circumstances).
2. Default by Developer for a period of thirty (30) days after written notice thereof in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of Developer; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Developer, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within sixty (60) days after such notice.
3. Default by Developer for a period of thirty (30) days after written notice thereof in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days

ATTACHMENT "E"

and the Developer, within said thirty (30) days initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within sixty (60) days after such notice.

4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of forty five (45) consecutive days.
5. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.
6. Failure to have funds as timely required to meet Developer's obligations to construct the Project and obtain a Certificate of Project Completion.
7. A sale, assignment, or transfer of the Project, except in accordance with this Agreement.
8. Material change in the management of Developer, except in accordance with this Agreement. Management by either Greg Orput or Richard E. Spinell, or either of them, shall be deemed acceptable to the City.
9. Developer abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than thirty (30) consecutive days for any reason other than Uncontrollable Circumstances and such work is not resumed within thirty (30) days of written demand by the City.

10. Developer fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the Project contemplated by this Agreement and such failure continues for more than thirty (30) days after written notice thereof from the City; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Developer, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within sixty (60) days after such notice. The maintenance requirement of this provision shall not be covered by and shall survive any Certificate of Project Completion or Estoppel Certificate of any kind issued during the term of this Agreement.
11. A material representation or warranty of Developer is not true for a period of thirty (30) days after written notice from the City; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Developer, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within sixty (60) days after such notice.

B. City Events of Default. The following shall be Events of Default with respect to this Agreement:

1. If any material representation made by the City in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to Developer 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; provided, however, that such default shall constitute an Event of Default only if the City does not remedy the default, within thirty(30) days after written notice from Developer and in any event (subject to Uncontrollable Circumstances) cures such default within ninety (90) days after such notice.
2. Default by the City in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the City; provided, however, that such default or breach shall constitute an Event of Default only if the City does not, within thirty (30) days after written notice from Developer, initiate and diligently pursue appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within forty five (45) days after such notice.

ATTACHMENT "E"

3. Default by the City in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the City, commences cure within thirty (30) days after written notice from Developer and in any event cures such default within forty five (45) days after such notice, subject to Uncontrollable Circumstances.
4. The commencement by the City of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or the consent by the City to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the City or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the City generally to pay such entity's debts as such debts become due or the taking of action by the City in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.
5. Failure to have funds as timely required to meet the City's obligations.
6. The City fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the Seller Improvements contemplated by this Agreement and such failure continues for more than thirty (30) days after written notice thereof from Developer; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Developer, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within forty five (45) days after such notice.
7. A material representation or warranty of the City is not true for a period of thirty (30) days after written notice from Developer; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and the City, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within forty five (45) days after such notice.

C. **Remedies for Default.** In the case of an Event of Default hereunder:

1. The defaulting Party shall, upon written notice from the non-defaulting Party, take prompt action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured, or if in the case of a non-monetary Event of Default, except for circumstances contemplated under Section XVI.A.1., action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within the cure periods specified therefor, unless extended by mutual agreement, the non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.
2. In case a Party shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Parties shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the City shall continue as though no such proceedings had been taken.
3. In no event shall either Party be liable to the other for any consequential or punitive damages suffered as a result of a default under this Agreement.

D. **Agreement to Pay Attorneys' Fees and Expenses.** In the event an Event of Default is not cured within the applicable cure periods and the Parties employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, the non-prevailing Party shall pay, on demand, the prevailing Party's reasonable fees of such attorneys and such other reasonable expenses in connection with such enforcement action.

E. **No Waiver by Delay or Otherwise.** Any delay by any Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that any Party should not be 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 with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver

made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

- F. **Rights and Remedies Cumulative.** The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.
- G. **Legal and Other Fees and Expenses.** Other than for demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings covered by Section XV. above, in the event that any third party or parties institute any legal proceedings against the Developer and/or the City, which relate to the terms of this Agreement, then, in that event, the Parties shall cooperate in the defense of any such lawsuit, with each Party assuming, fully and vigorously, its own defense of such lawsuit, and all costs and expenses of its own defense, of whatever nature (including attorney's fees).

XVII. EQUAL EMPLOYMENT OPPORTUNITY

- A. **No Discrimination.** Developer shall comply with all federal, state and local laws relating to equal employment opportunity. To the extent permitted by law, Developer shall use reasonable efforts to employ qualified residents of the City as to any direct hires by the Developer, if applicable.
- B. **Advertisements.** Developer shall, in all solicitations or advertisements for employees placed by or on behalf of Developer, if applicable, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Contractors.** Any contracts made by Developer with any general contractor, agent, employee, independent contractor or any other Person in connection with the Project shall contain language similar to that recited in subsections A. and B. above. The Developer shall make reasonable efforts to incorporate language similar to that recited in subsections A. and B. in any leases made by Developer in connection with the Project.

XVIII. MISCELLANEOUS PROVISIONS

- A. **Cancellation.** In the event Developer or the City shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the TIF Plan, including Developer's duty to build the Project and operate the

Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Project or the covenants and agreements or rights and privileges of Developer or the City, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other Parties within sixty (60) days after such final decision or amendment. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Developer for buildings, or the remodeling of any building, permitted and under construction, to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

- B. **Notices.** All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) electronic communications, whether by electronic mail, telex, telegram or telecopy, but only if followed up, within one (1) business day, by another method of notice, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to City: Edward Krzeminski, Mayor
 City of Countryside
 5550 East Avenue
 Countryside, Illinois 60525
 Email: ekrzeminski@countryside-il.org

With a copy to: Gail Paul, City Administrator
 City of Countryside
 5550 East Avenue
 Countryside, Illinois 60525
 Email: gpaul@countryside-il.org

and: Klein, Thorpe and Jenkins, Ltd.
 20 North Wacker Drive, Suite 1660
 Chicago, Illinois 60606-2903
 Attention: Thomas P. Bayer/Gregory T. Smith
 Email: tpbayer@ktjlaw.com/gtsmith@ktjlaw.com

If to Developer: Countryside Partners, LLC

ATTACHMENT "E"

c/o Orput Companies, Inc.
1639 N. Alpine Road, 400
Rockford, Illinois 61107
Attn: Gregory Orput
Email: gorput@orputcompanies.com

With a copy to: Schenk Annes Tepper Campbell Ltd.
311 South Wacker Drive, Suite 2500
Chicago, Illinois 60606
Attn: Andrew J. Annes, Esquire
Email: aannes@satchld.com

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4) shall be deemed received forty-eight (48) hours following deposit in the mail.

- C. **Time is of the Essence.** Time is of the essence of this Agreement. Notwithstanding the foregoing, if the date for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the date of such performance shall be extended to the next business day.
- D. **Integration.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.
- E. **Counterparts.** This Agreement may be executed in any number of counterparts, but in no event less than two (2) counterparts, each of which shall be an original and each of which shall constitute but one and the same Agreement.
- F. **Recordation of Agreement.** The Parties agree to record this Agreement with the Cook County Recorder's Office. The City and the Developer shall equally share the cost of the recording charges.
- G. **Severability.** If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall

be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

- H. **Choice of Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and any court proceedings between the Parties hereto shall be brought in Cook County, Illinois.
- I. **Entire Contract and Amendments.** This Agreement (together with the exhibits attached hereto) is the entire contract between the City and the Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and the Developer, and may not be modified or amended except by a written instrument executed by the Parties hereto.
- J. **Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other Person other than the City and the Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to the City and the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against the City or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.
- K. **Waiver.** Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.
- L. **Cooperation and Further Assurances.** The City and the Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or the Developer, or other appropriate Persons, all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.
- M. **No Joint Venture, Agency or Partnership Created.** Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be

construed by the Parties or any third party to create the relationship of a partnership, agency or joint venture between or among such Parties.

- N. **No Personal Liability of Officials of the City or the Developer.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, City Administrator, any elected official, officer, partner, member, shareholder, manager, director, agent, employee or attorney of the City or the Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the City or the Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.
- O. **Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the City's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.
- P. **Term.** This Agreement shall remain in full force and effect until the termination of the Redevelopment Project Area.
- Q. **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon not less than fifteen (15) days prior request, a certificate ("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which case such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, and if, after an additional seven (7) days' notice there still is no compliance, then said non-complying Party shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.
- R. **Assignment.** This Agreement, and the rights and obligations hereunder, may not be assigned by Developer prior to the expiration of one (1) year from the date the City issues Developer a Certificate of Project Completion, unless the City consents in writing to such assignment which consent shall not be unreasonably withheld or delayed. Thereafter, Developer may sell or transfer the Property, and assign its right, duties and obligations hereunder, without the consent or approval of the City.

- S. **Municipal Limitations.** All City commitments hereunder are limited to the extent required by law.

XIX. EFFECTIVE DATE

The Effective Date for this Agreement shall be the day on which this Agreement is executed by the City, with said date appearing on page 1 hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

City of Countryside,
an Illinois home rule municipal corporation

By: *Edward Krzeminski*
Edward Krzeminski, Mayor

ATTEST:

By: *Sharon Sweeney*
Sharon Sweeney, City Clerk

Countryside Partners, LLC,
an Illinois limited liability company

By: *Margaret E. Carey*, one of its managers

ATTEST:

By: *Margaret E. Carey*

[SEAL]



ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward Krzeminski and Sharon Sweeney, personally known to me to be the Mayor and City Clerk of the City of Countryside, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Board of Trustees of said Illinois home rule municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois home rule municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 12th day of November, 2014.

Margaret E Carey
Notary Public



ACKNOWLEDGMENT

State of Illinois)
County of Laurel) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Greg Orput and _____, personally known to me to be the Manager and _____ of Countryside Partners, LLC, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Greg Orput and _____, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the members of said limited liability company, as their free and voluntary act, and as the free and voluntary acts and deeds of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 25th day of November, 2014.

Margaret E Carey
Notary Public

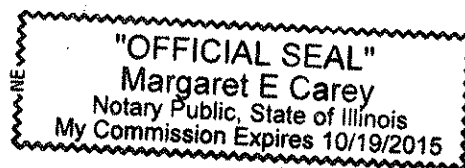


EXHIBIT A-1

Commercial TIF District

Legal Description

THAT PART OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF LaGRANGE ROAD, ALSO BEING THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 16, AND THE CENTERLINE OF JOLIET ROAD AS ESTABLISHED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF JOLIET ROAD TO IT'S INTERSECTION WITH THE SOUTH EXTENSION OF A LINE THAT IS 129.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO THE EAST LINE OF THE WEST 912.00 FEET OF LOT 10 IN SCHOOL TRUSTEES SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST 322.07 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS EAST 12.45 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST 254.24 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 672.65 FEET OF SAID LOT 10; THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS WEST 311.45 FEET ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF THE EAST 428 FEET OF THE WEST 912 FEET OF SAID LOT 10; THENCE NORTH ALONG THE LAST DESCRIBED LINE 195.78 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 00 SECONDS EAST 428 FEET TO A POINT ON THE EAST LINE OF THE WEST 912.00 FEET OF SAID LOT 10; THENCE NORTH ALONG THE EAST LINE OF THE WEST 912.00 FEET OF SAID LOT 10 TO THE NORTH LINE OF THE PUBLIC ROAD COMMONLY KNOWN AS 59TH STREET, IN STOUFFER'S SUBDIVISION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF LOT 53 IN SAID STOUFFER'S SUBDIVISION; THENCE NORTH, ALONG THE SAID EAST LINE OF LOT 53 TO THE EAST EXTENSION OF A LINE THAT IS 148.592 FEET SOUTH OF THE NORTH LINE OF LOT 55 IN SAID STOUFFER'S SUBDIVISION; THENCE WEST ALONG THE LAST DESCRIBED LINE TO A LINE THAT IS 79.00 FEET WEST OF THE EAST LINE OF LOTS 55 AND 54 IN SAID STOUFFER'S SUBDIVISION; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF 58TH STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH EXTENSION OF THE EAST LINE OF LOTS 19, 20, 21 & 22 IN SAID STOUFFER'S SUBDIVISION, THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE PUBLIC ROAD KNOWN AS 57TH STREET IN SAID STOUFFER'S SUBDIVISION; THENCE EAST ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH EXTENSION OF THE EAST LINE OF LOT 1 IN AUTOBARN MADZA PLAT OF CONSOLIDATION, BEING A CONSOLIDATION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST

DESCRIBED LINE TO THE SOUTH LINE OF DAVID M. OPAS RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 20991969 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF SILHAVY'S RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 14307222 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF 56TH STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE INTERSECTION OF THE SOUTH EXTENSION OF THE WEST LINE OF SODERBERG'S GARDENS RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 9620595; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID SODERBERG'S GARDENS RESUBDIVISION; THENCE WEST ALONG THE WEST EXTENSION OF THE NORTH LINE OF SAID SODERBERG'S GARDENS RESUBDIVISION TO THE EAST LINE OF THE WEST 347.21 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE NORTH 250.00 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF THE WEST 167.00 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF LaGRANGE ROAD; THENCE SOUTH ALONG THE WEST LINE OF LaGRANGE ROAD TO THE NORTH LINE OF 61ST STREET AS DEDICATED BY DOCUMENT NO. 23805144; THENCE WEST ALONG THE LAST DESCRIBED LINE 25.00 FEET; THENCE SOUTH, PARALLEL WITH THE CENTERLINE OF LaGRANGE ROAD 66.00 FEET TO THE WEST LINE OF LaGRANGE ROAD AS WIDENED; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF LOT 11 IN SAID SCHOOL TRUSTEES SUBDIVISION IN SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG THE LAST DESCRIBED LINE TO A LINE 312.00 FEET WEST OF THE CENTERLINE OF LaGRANGE ROAD; THENCE SOUTH ALONG THE LAST DESCRIBED LINE AND IT'S SOUTH EXTENSION TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF JOLIET ROAD; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE TO THE CENTERLINE OF LaGRANGE ROAD; THENCE NORTH ALONG SAID CENTERLINE OF LaGRANGE ROAD TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PINs: 18-16-200-002, -004, -025, -031, -033, -034, -035, -036 and -039;
18-16-204-011, -028, -029, -030, -031 and -036; 18-16-208-003, -023, -024, -036
and -037; 18-16-210-003, -004, -014, -020, -021, -022 and -023; 18-16-302-012;
18-16-400-010, -011, -015, -016, -019, -020, -023, -025, -027, -028 and -029;

General Street Location: The proposed TIF District takes in the LaGrange Road corridor from 55th Street to the North to Joliet Road to the South. It consists primarily of the improved areas along the Eastern side of LaGrange Road, as well as certain parcels along Joliet Road.

ATTACHMENT "E"

EXHIBIT A-2

Commercial TIF District

Map

(see attached)

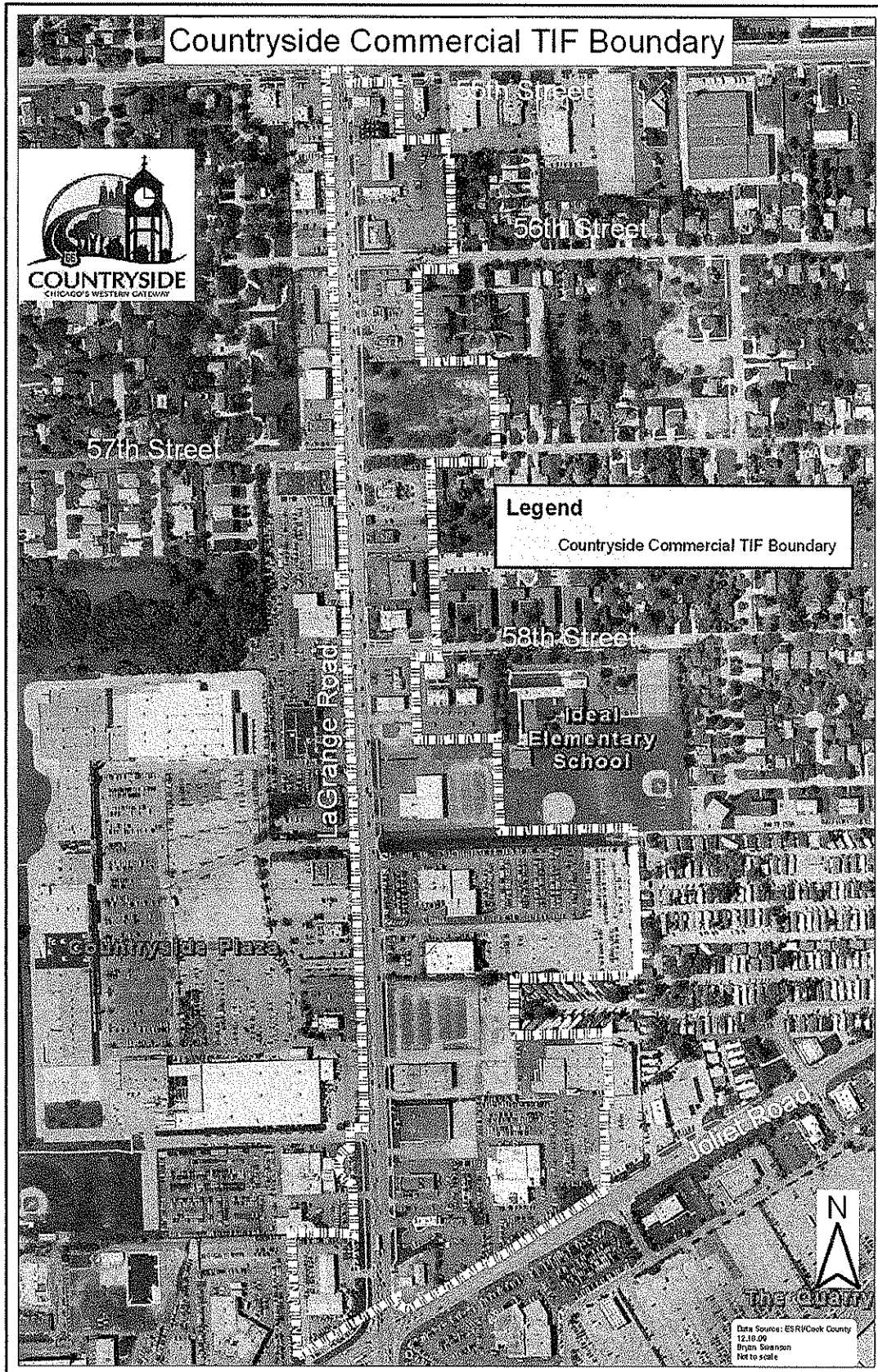


EXHIBIT B

Legal Description for the Property

LOT 3B IN THE RESUBDIVISION OF LOT 3 IN THE COUNTRYSIDE CITY CENTER SUBDIVISION, BEING A RESUBDIVISION OF PARTS OF SCHOOL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16 AND PARTS OF THE DANSHER PLAZA SUBDIVISION OF PART OF LOT 10 AND 15 IN SCHOOL TRUSTEES' SUBDIVISION IN SECTION 16 TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 18-16-400-048-0000;

Common Addresses: 6010 South LaGrange Road,
Countryside, Illinois 60525.

EXHIBIT C

Site Plan for the Project

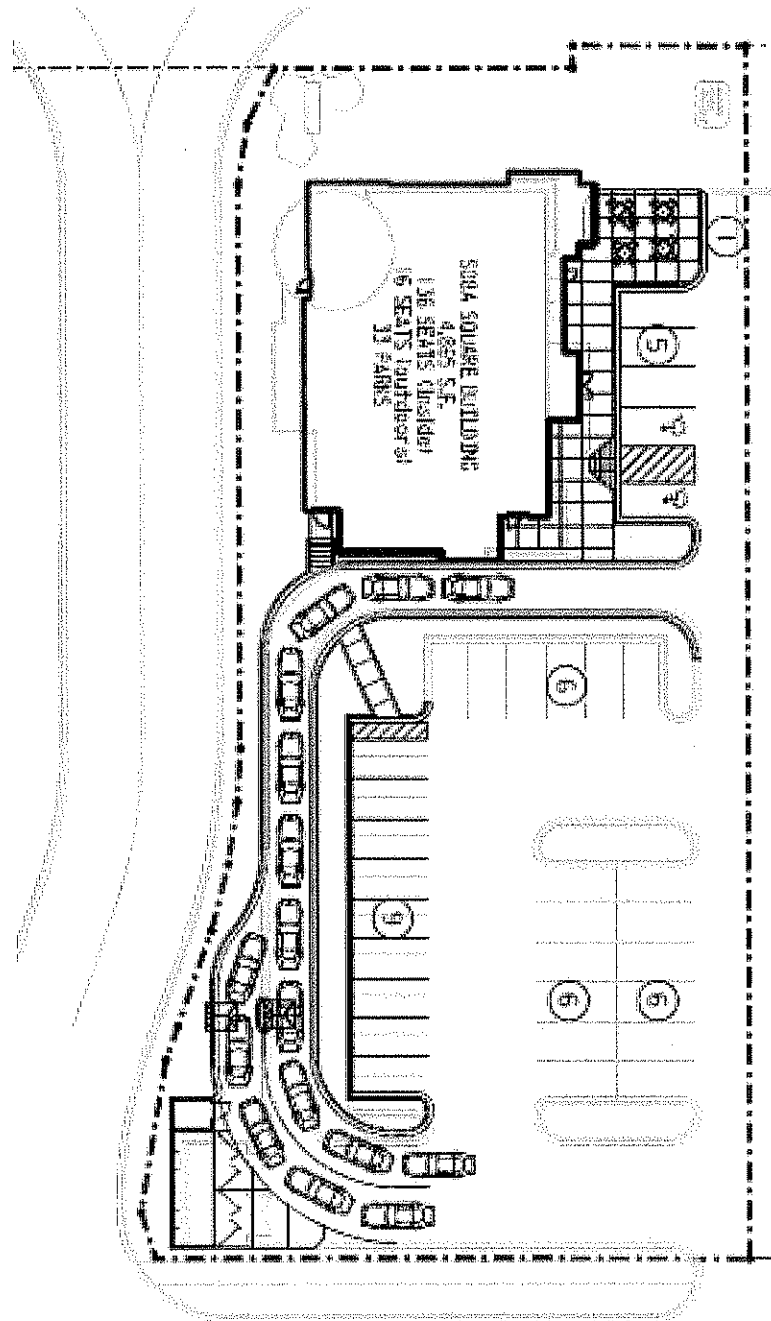


EXHIBIT D

Detailed Description of the Project

An upscale restaurant development consisting of one (1) single unit retail building, consisting of approximately four thousand eight hundred sixty five (4,865) square feet of floor area on the Property, with a drive-thru, outdoor seating, and approximately thirty (30) parking spaces.

EXHIBIT E

The Developer Improvements

The Developer Improvements shall consist of the following improvements, as approved by the City pursuant to the City's permit review and approval process:

1. Constructing all driveways, access ways and curb cuts which provide a means of ingress to and egress from the Property.
2. Bringing to within five feet (5') of the building on the Property all utilities necessary for the tenant on the Project to operate as a quick-service restaurant, including electricity, water (domestic and fire suppression), gas, telephone, storm sewer and sanitary sewer, such utilities to be properly stubbed and capped and their location marked above ground. This work shall include all sleeves for piping to the tenant's signage, irrigation systems and dumpster enclosure in locations approved by the tenant.
3. Establishing finished grades on the Property.
4. Constructing all necessary improvements for adequate storm drainage, including all necessary retention basins and ponds, piping, pumps and related systems.
5. Completing curbing and base and binder paving of the parking and other non-landscaped areas on the Property.
6. Constructing lighting.
7. Landscaping and irrigation of the Property (except the area located between the building on the Property and the curbing immediately surrounding the building).
8. Installing the final surface course of paving and striping of the parking and other non-landscaped areas of the Property.

ATTACHMENT "E"

EXHIBIT F

Real Estate Sale Contract

(attached)

REAL ESTATE SALE CONTRACT (the "Contract")

1. This Contract shall be subject to the terms and conditions of the Redevelopment Agreement for the Orput Companies, Inc. Lot 3B Development comprising a Part of the Countryside Commercial TIF District of the City of Countryside, Illinois, entered into between the Seller and the Purchaser, (the "Redevelopment Agreement"), and, to the extent of any conflict between the terms of this Contract and said Redevelopment Agreement, the terms of the Redevelopment Agreement shall control. Capitalized terms shall have the meaning set forth in the Contract and the Redevelopment Agreement.
2. Countryside Partners, LLC, an Illinois limited liability company (the "**Purchaser**") agrees to purchase at a price of One Million and 00/100 Dollars (\$1,000,000.00) (the "**Purchase Price**"), on the terms set forth herein, the property legally described on Exhibit 1 attached hereto (the "**Property**"). At the Closing, as defined in Section 5. below, pursuant to Section VIII.I. of the Redevelopment Agreement, the Purchaser shall receive a credit towards the Purchase Price for the Earnest Money Deposit, referenced in Section VIII.I. of the Redevelopment Agreement, of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) plus accrued interest.
3. The City of Countryside (the "**Seller**") agrees to sell the Property, at the Purchase Price and on the terms and the conditions set forth herein, and to convey or cause to be conveyed to Purchaser thereto by a recordable Special Warranty Deed (the "**Deed**") subject to the Permitted Exceptions, together with the any and all personal property, including fixtures presently located thereon, which the Seller shall execute and deliver to Purchaser a bill of sale.
4. Seller shall, within ten (10) business days after the effective date of this contract, deliver to Purchaser, at Seller's sole cost and expense, a current as-built ALTA/ACSM survey (the "**Survey**") of the Property, prepared by a registered land surveyor or engineer, licensed in the State of Illinois, prepared in accordance with the Minimum Standard Detail Requirements of a Class A Land Title Survey jointly established by the American Land Title Association and the American Congress on Surveying and Mapping, certified to the Title Company, Purchaser, and any lender of which Seller shall be notified, and in form sufficient to provide ALTA coverage and satisfy all reasonable lender requirements, if applicable. The Survey shall depict and include, without limiting the foregoing: the present location of all improvements or structures on the Property, including all encroachments of any part thereof onto adjoining land and all encroachments of any part of adjoining improvements onto the Property, parking spaces (by location and number), building lines and all easements whether recorded or visible (and, if recorded, by specific reference to recorded document numbers); access to public roads or ways; all underground and above ground utilities servicing the Property; and identification of each Permitted Exception capable of being geographically located, by locating the same on the Survey with reference to recording information. The Survey must be sufficient to cause the Title Company (as defined below) to delete the standard printed survey exception and to issue the title policy free from any survey objections or exceptions whatsoever, other than the Permitted Exceptions. Within ten (10) business days of receipt of the Survey, Purchaser and Seller shall agree in writing on those Survey exceptions subject to which Purchaser shall take title to the Property.

Upon approval of the Survey by Seller and Purchaser, the legal description in Exhibit 1 shall be automatically revised to be that of the legal description in the Survey and Title Commitment. At either party's request, any changes to the legal description shall be confirmed in writing signed by both parties.
5. The time of closing (the "**Closing**") shall be as provided for in Section V. of the Redevelopment Agreement (the "**Closing Date**") or on the date, if any, to which such time is extended by reason of paragraph 1 of the Conditions and Stipulations hereafter becoming operative (whichever date

ATTACHMENT "E"

is later), unless subsequently mutually agreed otherwise, at the office of Chicago Title Insurance in downtown Chicago, Illinois, provided title is shown to be good or is accepted by Purchaser.

6. Each party hereto hereby represents and warrants to the other that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it or, through such party's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Contract. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder.
7. This Contract is subject to the Conditions and Stipulations set forth on the following pages, which Conditions and Stipulations are made a part of this Contract. To the extent of any conflict between the terms of this Contract, the Conditions and Stipulations, and the Redevelopment Agreement, the terms of the Redevelopment Agreement shall control.
8. This Contract shall be deemed dated and become effective as of the date of the Redevelopment Agreement (the "**Effective Date**").

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date next to their respective signature.

SELLER:
CITY OF COUNTRYSIDE

By: Edward Krzeminski
Name: Edward Krzeminski
Title: Mayor, City of Countryside

Executed by Seller on Nov. 12, 2014

PURCHASER:
COUNTRYSIDE PARTNERS, LLC

By: [Signature]
Name: ALICE ORPOT
Title: MANAGER

Executed by Purchaser on 11.25th 14

CONDITIONS AND STIPULATIONS

1. Seller shall deliver to Purchaser, a title commitment issued by Chicago Title Insurance Company (the "**Title Company**"), with the cost of said title commitment to be shared equally by Seller and Purchaser, in the amount of the Purchase Price, with extended coverage over the standard exceptions 1 through 5, (the "**Title Commitment**"), together with copies of all underlying title documents listed in the Title Commitment (the "**Underlying Title Documents**"), subject only to (i) covenants, conditions, restrictions and easements of record; (ii) all applicable laws and ordinances affecting the Property, including but not limited to, zoning, subdivision, public health, environmental and building; (iii) public and private easements, recorded and unrecorded for utilities and drainage and other purposes over, under and upon the Property; (iv) the restrictions and reservations, if any, contained in the Deed, provided that (i), (ii), (iii) and (iv) do not prevent the Purchaser, in Purchaser's reasonable judgment, from being able to proceed with the Project, as defined in the Redevelopment Agreement; (v) 2014 general real estate taxes not yet due and payable and subsequent years; and (vi) acts done or suffered by or judgments against Purchaser (collectively, the "**Permitted Exceptions**"). If the Title Commitment, Underlying Title Documents or the Survey (as defined above) disclose exceptions to title, which are not acceptable to Purchaser, (the "**Unpermitted Exceptions**"), Purchaser shall have thirty (30) days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Purchaser shall provide Seller with a title and survey objection letter (the "**Purchaser's Objection Letter**") listing those matters, which are not acceptable to Purchaser. Seller shall have thirty (30) days from the date of delivery of the Purchaser's Objection Letter ("**Seller's Cure Period**") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions or to cure any Survey Defects, the time of Closing shall be extended thirty (30) days (the "**Extended Title Closing Date**") after Purchaser's receipt of a proforma title policy (the "**Proforma Title Policy**") reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions or correcting the Survey Defects within the specified time, Purchaser may elect to either (i) terminate this Contract, at which time the Purchaser shall be entitled to have the Earnest Money Deposit returned to Purchaser, or (ii) upon notice to Seller within ten (10) days after Purchaser's receipt of Seller's intention not to cure the Unpermitted Exceptions or Survey Defects, to take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. If Purchaser does not so elect, this Contract shall become null and void without further action of the parties. The Earnest Money Deposit shall be returned to the Purchaser. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the Permitted Exceptions and any Unpermitted Exceptions or defects in the title disclosed by the Survey, if any, as to which the title insurer commits to extend insurance in the manner specified in this Paragraph.
2. General Property taxes, if any, shall be prorated as of the closing date on the basis of the prior year's taxes increased five percent (5%), unless the Seller has obtained an exemption for payment of real estate taxes from the Department of Revenue, in which event, the Purchaser shall be responsible for payment of real estate taxes on the day of Closing through to and including December 31, 2014 and subsequent years.

ATTACHMENT "E"

3. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.
4. In the event Seller fails to close this transaction in accordance with the terms hereof, the Purchaser may either seek specific performance or terminate its obligations hereunder, and, in the event of termination, all sums paid hereunder by Purchaser to the Seller or to the Title Company shall be refunded to Purchaser without deduction, together with any interest earned thereon. In the event Purchaser fails to close this transaction in accordance with the terms hereof, then Seller's sole and exclusive remedy shall be to retain the Earnest Money, together with any interest earned thereon, as liquidated damages and not as a penalty; thereafter, Purchaser shall have no liability to Seller hereunder.
5. This sale shall be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the Purchase Price and delivery of the Special Warranty Deed shall be made through the escrow and this Contract and the Earnest Money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser.
6. Time is of the essence of this Contract. If the date of Closing or any date for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the date of Closing or such performance shall be extended to the next business day.
7. Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, if addressed to the parties as follows:

If to City:	Edward Krzeminski, Mayor City of Countryside 5550 East Avenue Countryside, Illinois 60525
With a copy to:	Gail Paul, City Administrator City of Countryside 5550 East Avenue Countryside, Illinois 60525
and:	Klein, Thorpe and Jenkins, Ltd. 20 North Wacker Drive, Suite 1660 Chicago, Illinois 60606-2903 Attention: Thomas P. Bayer/Gregory T. Smith
If to Developer:	Countryside Partners, LLC c/o Orput Companies, Inc. 1639 N. Alpine Road, 400 Rockford, Illinois 61107 Attn: Gregory Orput
With a copy to:	Schenk Annes Tepper Campbell Ltd. 311 South Wacker Drive, Suite 2500 Chicago, IL 60606-6674

ATTACHMENT "E"

Attn: Andrew J. Annes, Esquire

Either party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner, as all other notices are required to be delivered hereunder.

8. The parties acknowledge that as the Seller is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35ILCS 200/31-45(b). Seller is obligated to furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.
9. As the Seller is a municipal entity, this Contract is subject to the approval of and is not enforceable until approved at an open meeting by the Mayor and City Council of the Seller.
10. This Contract shall be deemed dated and become effective on the date that the authorized signatories of Seller shall sign the Contract, which date shall be the date provided next to the Seller's signature.
11. This Contract and the Exhibit attached hereto, if any, and made a part hereof, or required hereby, embody the entire contract between the parties hereto with respect to the Real Estate and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Contract, of any kind whatsoever, shall be made or claimed by Seller or Purchaser, and no notices of any extension, change, modification or amendment made or claimed by Seller or Purchaser (except with respect to permitted unilateral waivers of conditions precedent by Purchaser) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Purchaser.
12. The following Exhibits, Schedules, Riders or attachments are hereby attached hereto and made a part hereof by reference:

Exhibit 1 - Legal Description of Property

Exhibit 2 – Disclosure Form (which shall be completed by the Purchaser)

Exhibit 1 to Real Estate Sale Contract

Legal Description of Property

LOT 3B IN THE RESUBDIVISION OF LOT 3 IN THE COUNTRYSIDE CITY CENTER SUBDIVISION, BEING A RESUBDIVISION OF PARTS OF SCHOOL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16 AND PARTS OF THE DANSHER PLAZA SUBDIVISION OF PART OF LOT 10 AND 15 IN SCHOOL TRUSTEES' SUBDIVISION IN SECTION 16 TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 18-16-400-048-0000;

Common Addresses: 6010 South LaGrange Road,
Countryside, Illinois 60525.

ATTACHMENT "E"

Exhibit 2 to Real Estate Sale Contract

Disclosure Form

State of Illinois)
)ss.
County of)

DISCLOSURE AFFIDAVIT

I, Gregory R. Orput, (hereinafter referred to as "Affiant") reside at 829 S. Vine St. Hinsdale IL, 60521, in DuPage County, State of Illinois, being first duly sworn and having personal knowledge of the matters contained in this Affiant, swear to the following:

1. That I am over the age of eighteen and the (choose one)
[] owner or
[] authorized trustee or
[] corporate official or
[] managing agent or
☒ Manager of the proposed owner ("Countryside Partners, LLC") of the Real Estate (as defined herein).

2. That the Real Estate (as defined herein) being sold to the Purchaser is commonly known as:

LOT 3B IN THE RESUBDIVISION OF LOT 3 IN THE COUNTRYSIDE CITY CENTER SUBDIVISION, BEING A RESUBDIVISION OF PARTS OF SCHOOL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16 AND PARTS OF THE DANSHER PLAZA SUBDIVISION OF PART OF LOT 10 AND 15 IN SCHOOL TRUSTEES' SUBDIVISION IN SECTION 16 TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 18-16-400-048-0000;

Common Addresses: 6010 South LaGrange Road,
Countryside, Illinois 60525. (herein referred to as the "Real Estate").

3. That I understand that, pursuant to 50 ILCS 105/3.1, prior to execution of a real estate purchase agreement between the record fee owner of the Real Estate and Purchaser, Illinois State Law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Purchaser disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Real Estate, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any interest, real or personal, in the Real Estate.

4. As the [] owner or
[] authorized trustee or
[] corporate official or
[] managing agent or
☒ Manager of the proposed owner ("Countryside Partners, LLC") of the Real Estate, I declare under oath that (choose one):

[] The owners or beneficiaries of the trust are: _____ or

[] The shareholders with more than 7 1/2% interest are: Mars-Orput/Countryside LLC (Richard E. Spinell) and Countryside OCRE, LLC (Greg Orput) or

[] The corporation is publicly traded and there is no readily known individual having greater than a 7½% interest in the corporation.

This Disclosure Affidavit is made to induce the Purchaser to accept title to the Real Estate in accordance with 50 ILCS 105/3.1.

AFFIANT

SUBSCRIBED AND SWORN to before me
this 25th day of November, 2014.

Margaret E. Carey NOTARY PUBLIC



EXHIBIT G

Countryside's City Center Design Standards

(attached)

EXHIBIT H

**Anticipated Assessed Value
for the Project**

Levy Year	Minimum Equalized Assessed Valuation for the Property
2015	\$0
2016	\$498,757
2017	\$529,285
2018	\$529,285
2019	\$529,285
2020	\$561,681
2021	\$561,681
2022	\$561,681
2023	\$598,060
2024	\$598,060
2025	\$598,060
2026	\$632,544
2027	\$632,544
2028	\$632,544
2029	\$671,261
2030	\$671,261
2031	\$712,347
2032	\$712,347
2033	\$712,347
2034	\$755,949

COUNTRYSIDE'S CITY CENTER DESIGN STANDARDS

COUNTRYSIDE, ILLINOIS

JULY 2012

Prepared By:
THE LAKOTA GROUP

SECTION 1: SITE PLANNING STANDARDS

SECTION 2: ARCHITECTURAL DESIGN STANDARDS

SECTION 3: SITE CIRCULATION

SECTION 4: LANDSCAPE STANDARDS

SECTION 5: BUSINESS & SITE SIGNAGE

APPENDIX A: DEFINITIONS & DETAILS

TABLE OF CONTENTS

FINAL MASTER PLAN TO BE DETERMINED.

DRAFT

JOLIET ROAD

[illegible]

SITE MASTER PLAN

PURPOSE

The following design standards were created to provide landowners, businesses, developers, planners, architects, landscape architects and engineers requirements for developments within the Countryside City Center. The design standards are intended to maintain and enhance the physical character of the Countryside City Center by encouraging development proposals that strive for high-quality design.

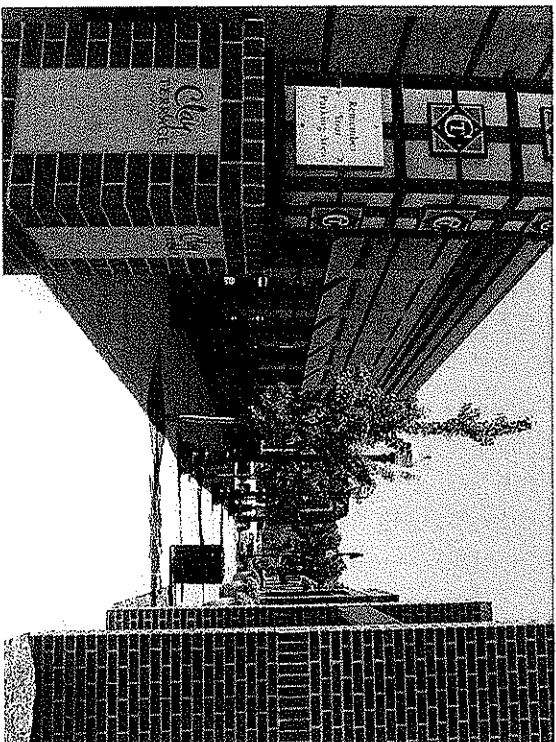
SITE PLANNING STANDARDS

Building Massing/Orientation

- The overall Master Plan strives to establish a "Main Street" or "City Center" type shopping experience, with building "streetwalls", interconnected streets/driveways, open glass storefronts, and pedestrian friendly sidewalks.
- Building scale and massing shall follow the Master Plan and maintain a relationship with adjacent structures, to create building "street walls" along streets, drives and sidewalks where possible.
- Buildings shall be oriented towards the street with main entrances and/or windows facing the primary or secondary drive isles.
- Buildings shall hold the corners of intersections where possible to enhance the sense of enclosure and pedestrian-orientation of the commercial area.
- Single-story commercial buildings shall be at least 22 feet in height. The building shall have high ceilings that create a greater feeling of enclosure along the street.
- Buildings shall be placed close to streets, drives and other buildings. Pedestrians shall be able to easily travel between buildings on clearly defined pedestrian paths, not parking lot driveways.

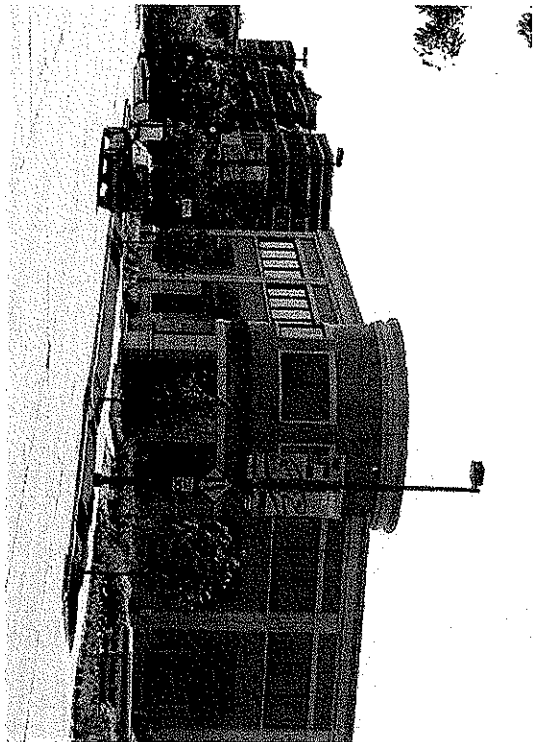


BUILDING SCALE SHALL MAINTAIN A RELATIONSHIP WITH ADJACENT STRUCTURES.

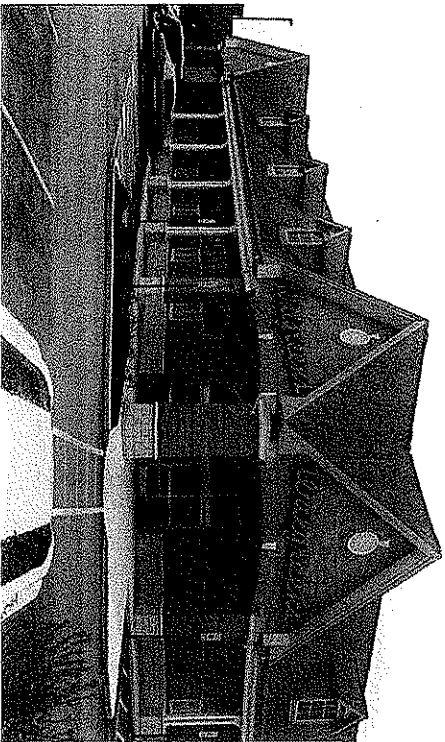


PEDESTRIAN PATHWAYS ALLOW USERS TO MOVE EASILY THROUGHOUT THE DEVELOPMENT.

ARCHITECTURAL STANDARDS



ARCHITECTURAL DETAILS AND FEATURES ARE PREFERRED TO PROVIDE LAYERS OF INTEREST AND VARIETY FOR PEDESTRIANS AND MOTORISTS.



VARIATIONS IN ROOFLINES ARE REQUIRED TO ADD INTEREST AND REDUCE THE MASSIVE SCALE OF LARGE BUILDINGS.

ARCHITECTURAL STANDARDS

Building Design

- Building design and architectural style create and enhance the character of the Countryside City Center for pedestrians and motorists.
- A range of architectural styles is preferred. However, all buildings shall be designed with common elements: open glass storefronts; clearly defined entrances to ground and upper floors (if applicable); sign bands and awnings incorporated into the design and scale of the building; upper floor windows placed in proportion to building width and height; and decorative cornices and parapets.
- Interesting architectural details and features are preferred to provide layers of interest and variety for pedestrians and motorists.
- Variations in rooflines are required, to add interest to and reduce the massive scale of large buildings.
- Whenever possible, adjacent buildings shall have component parts in good proportion with one another. Similar design linkages include placing window lines, belt courses and other horizontal elements in a pattern that is harmonious and reflects the same elements on neighboring buildings.
- Solid, windowless walls are not permitted, unless necessary to the function of the building. In such a case, a solid, windowless wall shall incorporate awnings, display windows, material and color variations, arches, piers, columns, murals, high quality graphics, landscaping and other elements that reduce building scale and add visual interest.
- Building entrances shall be designed so that doorways and vestibules are easily seen by shoppers and visitors, easily distinguished by tenant and use, and open and visible from the sidewalk.

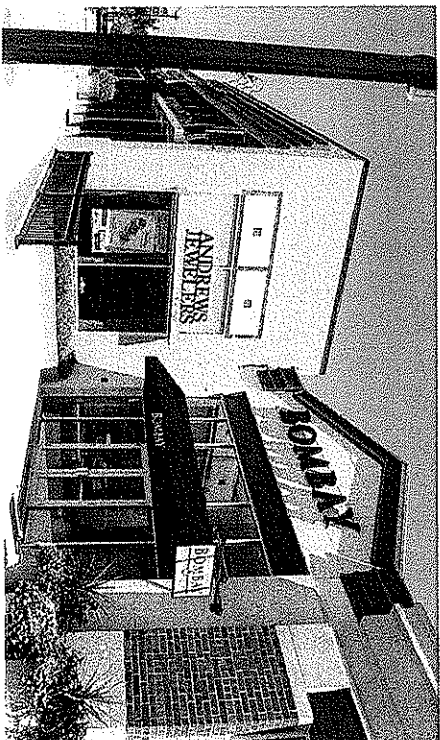
- New buildings and facade rehabilitations shall be designed to allow easy re-design and re-use of the facade if the tenant changes.
- Architectural design shall articulate and enhance buildings, especially those at street corners because of their prominence and visibility. Where appropriate, features such as a cupola, atrium, clock tower, and/or varying rooflines shall be considered to add visual interest to the area.

Building Facade/Exteriors

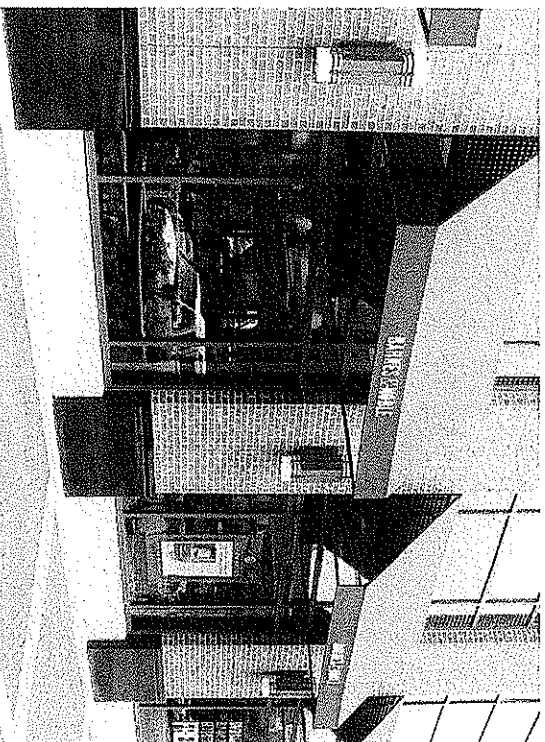
- Monotony of design in multiple building developments with repetitive units shall be avoided. Variation of detail, form, and siting shall be used to provide interest. Buildings of the same design or exterior elevation are not permitted on adjacent lots.
- Rear building entrances and facades shall be designed in a manner consistent with the front and side facades, especially when parking is located behind buildings.
- Buildings that attempt to use the building itself as "advertising" are not permitted, particularly where the proposed architecture is a "corporate" or franchise style.
- Unarticulated, flat front, all glass, or metal, futuristic style buildings are not permitted.
- All commercial buildings shall be designed to reduce perceived height and bulk by dividing the building mass into smaller-scale components (such as the height of a wall or cornice or parapet line shall match that of adjacent buildings.) Similar design linkages could include placing window lines, belt courses, and other horizontal elements in a pattern that reflects the same elements of neighboring buildings.



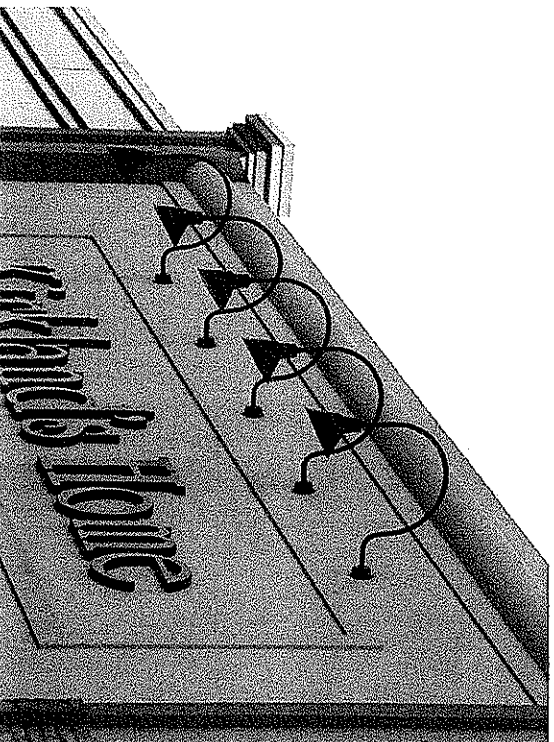
ALL COMMERCIAL BUILDINGS SHALL BE DESIGNED TO REDUCE PERCEIVED HEIGHT AND BULK BY DIVIDING THE BUILDING MASS INTO SMALLER-SCALE COMPONENTS



VARIATION OF DETAIL, FORM, AND SITING SHALL BE USED TO PROVIDE INTEREST. BUILDINGS OF THE SAME DESIGN OR EXTERIOR ELEVATION ARE NOT PERMITTED ON ADJACENT LOTS.



BUILDING PROJECTIONS, SUCH AS AWNINGS, WINDOW BAYS AND TERRACES, SHALL BE PEDESTRIAN-SCALE, PROPORTIONAL TO THE BUILDING FACADE, AND PROPORTIONAL TO ADJACENT STRUCTURES.



BUILDING-MOUNTED LIGHTING SHALL BE CAREFULLY INTEGRATED INTO THE DESIGN/STYLE OF THE BUILDING AND STREETScape.

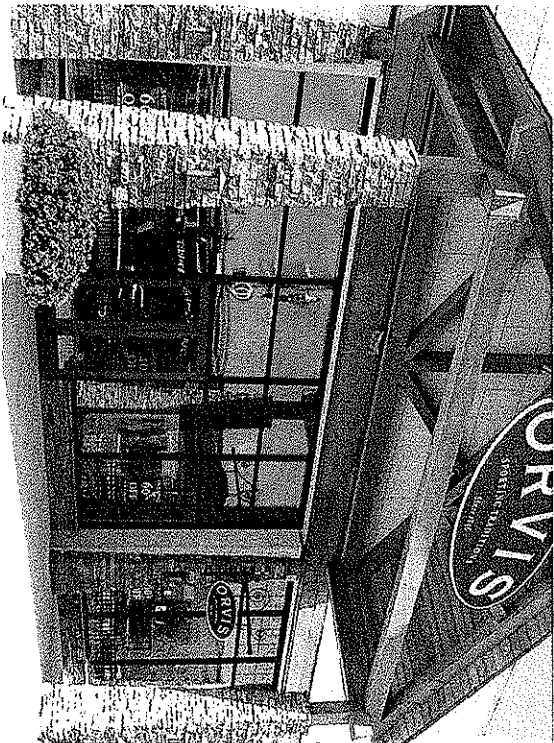
- Building projections, such as awnings, window bays and terraces, shall be pedestrian-scale, proportional to the building facade, and proportional to adjacent structures.
- Entryways into commercial buildings, including big box structures, shall not be recessed more than five feet from the exterior building wall.
- Building columns shall not obstruct pedestrian circulation along sidewalks.
- Where possible, display windows shall be installed on the sides of buildings adjacent to pedestrian paths, plazas, outdoor cafes and parking lots.
- Building entrances shall be visible from the street, well-lit, and easily accessible. Architectural elements, canopies, and/or lighting are preferred to identify entrances, not screen them.
- Main commercial/retail entrances shall be emphasized with larger door/window combinations, overhangs, slight recesses, unique roof forms, arches, accent colors, and/or architectural details.
- Building-mounted lighting shall be carefully integrated into the design/style of the building and streetscape.
- Building awning design and colors shall be consistent and complementary in color and style with the overall building façade and adjacent buildings.

Building Materials

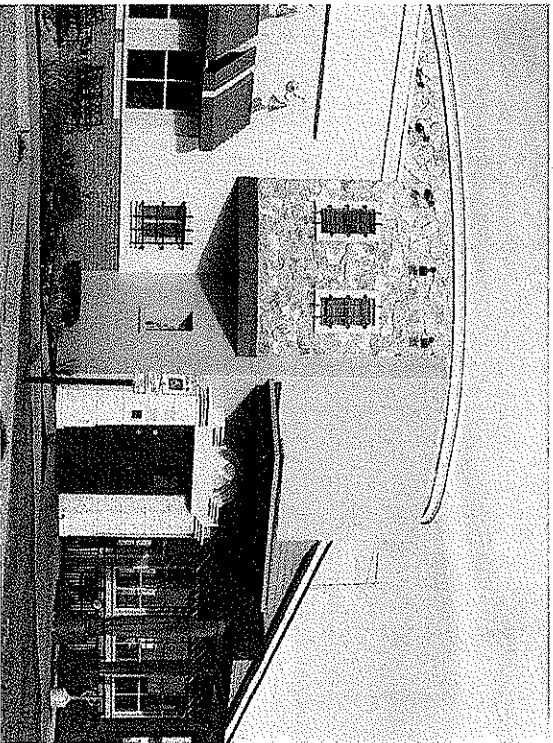
- Buildings shall be constructed of high quality materials such as brick, stone, and glass.
- At a minimum, 60% of the building elevation shall be windows, doors and fenestration. Of the remaining facade, not treated with windows, doors or fenestration, 60% shall consist of brick or natural stone.
- Tinted or reflective glass is prohibited.
- Concrete block, metal, plywood, exterior finish insulation systems, unfinished pre-cast concrete, or poured-in-place concrete shall not be used on building facades or on walls that are visible from streets, driveways, sidewalks, and/or parking areas. Stucco is allowed, but shall be limited on any building facade to a maximum of 10% of the facade.
- The number of materials on an exterior building face shall be limited to five (5), to prevent clutter and visual overload.
- Decorative block, synthetic stone, smooth/textured synthetic plaster, metal and wood trim shall be used only for decorative accent purposes and limited in their use on building facades and visible walls.

Building Colors

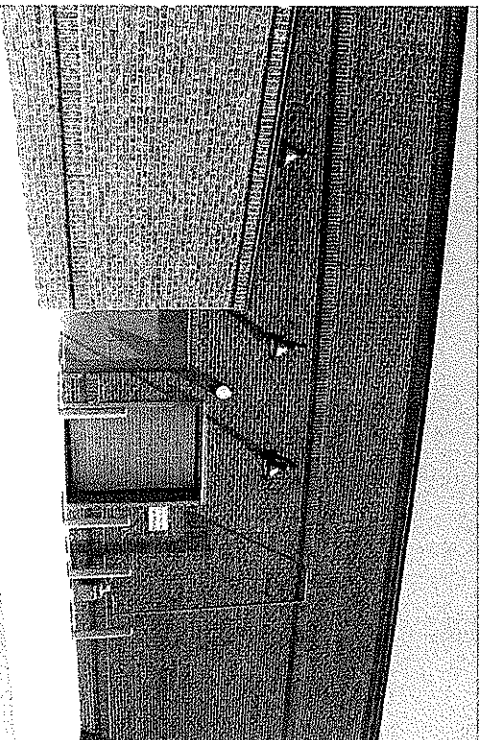
- Building color shall be compatible with the area's character and enhance the building's visual character.
- Neutral and natural colors shall be used where possible, with contrasting, accent colors acceptable for secondary or accent colors.
- Primary, bright, or excessively brilliant colors are not permitted unless used sparingly for subtle trim accents.
- Color schemes shall be coordinated with neighboring buildings.
- Colors for building walls and storefronts shall be compatible for shops that occupy multiple-storefront buildings. The



BUILDINGS SHALL BE CONSTRUCTED OF HIGH QUALITY MATERIALS SUCH BRICK, STONE, AND GLASS.



PRIMARY, BRIGHT, OR EXCESSIVELY BRILLIANT COLORS ARE NOT PERMITTED.



SCREENING SHALL BE AT LEAST AS HIGH AS THE EQUIPMENT IT IS SUPPOSED TO HIDE AND SHALL BE OF A COLOR AND MATERIAL THAT MATCHES OR IS COMPATIBLE WITH THE DOMINANT COLORS AND MATERIALS FOUND ON THE BUILDING.



LOADING, TRASH, AND UTILITY AREAS ADJACENT TO A BUILDING SHALL BE DESIGNED AS AN INTEGRAL COMPONENT OF THE BUILDING.

use of different colors to identify individual shops within a single structure is visually disruptive and obscures the overall composition of the facade.

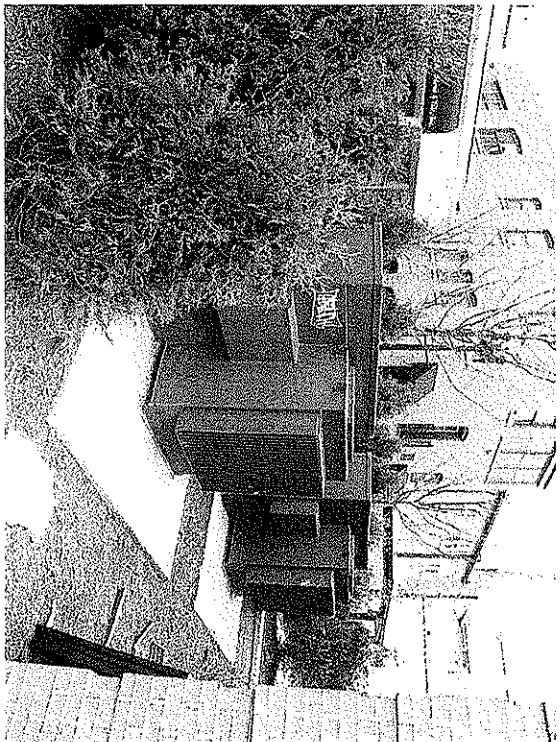
Mechanical Equipment

- Mechanical units, whether on rooftops or in service/loading areas, and other equipment shall be consolidated if possible and screened from view.
- Equipment that would remain visible despite screening because of differences in topography, shall be completely enclosed except for vents needed for air flow.
- Screening shall be at least as high as the equipment it is supposed to hide and shall be of a color and material that matches or is compatible with the dominant colors and materials found on the building. Chain link fencing, with or without slats, is prohibited.

Parking/Service Areas

- Parking and service areas shall incorporate attractive materials to minimize the "hard" appearance of driveways and surface parking lots. Decorative paving shall be used to delineate pedestrian crossings, parking aisles, and entrances within parking lots.
- Parking and service areas, including alleys, shall be well lit, with glare on surrounding properties minimized.
- All parking and service areas shall be designed to accommodate efficient snow removal and storage.
- Parking and service areas shall be located and designed to minimize interference with pedestrian circulation and sidewalk connections to surrounding neighborhoods.

- Parking areas shall be buffered with landscaping, fencing, and/or architectural elements to provide an attractive streetscape. Physical transitions between buildings and parking lots shall be as "seamless" as possible.
- Service/loading areas shall be located as far as possible from primary entrances to buildings.
- Loading, trash, and utility areas shall be enclosed and screened from street/driveway and sidewalk views. Screening materials shall complement materials used on the adjacent building and be effective in every season. Brick or decorative stone in combination with decorative fencing and landscaping is preferred.
- Loading, trash, and utility areas adjacent to a building shall be designed as an integral component of the building. Outside storage of materials, equipment or trucks shall be kept to a minimum, and in areas that are screened from views.
- Sharing of loading, trash, and utility areas among businesses shall be considered for ease of maintenance, to reduce land



LOADING, TRASH, AND UTILITY AREAS SHALL BE ENCLOSED AND SCREENED FROM STREET/DRIVEWAY AND SIDEWALK VIEWS.



PARKING AREAS SHALL BE BUFFERED WITH LANDSCAPING, FENCING, AND/OR ARCHITECTURAL ELEMENTS TO PROVIDE AN ATTRACTIVE STREETScape.

Site Circulation



SITE CIRCULATION PLANS SHALL ENCOURAGE SEPARATE AND DISTINCT PEDESTRIAN PATHWAYS THAT CONNECT PARKING AREAS WITH BUILDING ENTRANCES.



SITE CIRCULATION PLANS SHALL PROVIDE CLEARLY MARKED OR SIGNED WAYFINDING AND DIRECTIONAL SIGNAGE FROM STOREFRONTS TO OPEN SPACES, STREETS AND PARKING AREAS.

needed for such functions, and to improve the visual quality of the site.

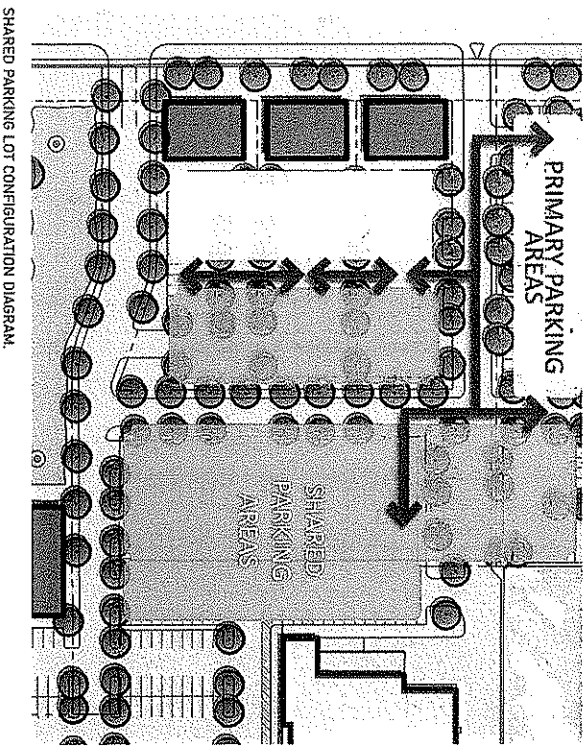
SITE CIRCULATION

Pedestrian Circulation

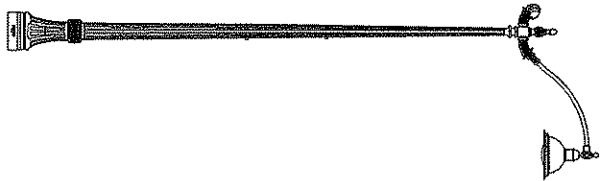
- The Master Plan strives for a transportation network that is geared toward both pedestrians and vehicles and designed to accommodate all modes of transportation.
- Site circulation plans shall encourage separate and distinct pedestrian pathways that connect parking areas with building entrances. Clearly delineated crosswalks shall be provided when such pathways cross vehicular traffic lanes.
- Site circulation plans shall provide clearly marked or signed wayfinding and directional signage from storefronts to open spaces, streets and parking areas.
- All intersections shall comply with ADA accessibility standards providing, at a minimum, depressed curbs and tactile warning paving. Pedestrian crosswalks should be located at all intersections.
- All pedestrian crosswalks shall be a minimum of six (6) feet wide and clearly delineated with striping and/or paving.
- Sidewalks, a minimum width of six (6') feet, shall be provided to create a clear path of travel for pedestrians (i.e. no outdoor seating, landscaping, outdoor displays, building columns, shopping carts or other obstructions). Such sidewalks shall be provided along all commercial building frontages including big box and grocery stores. Such sidewalks shall be planned within large parking lots to break up the mass of the lots and to provide clear, direct travel paths for pedestrians traveling to/from parking areas and overall development pedestrian circulation system.

Vehicular Circulation

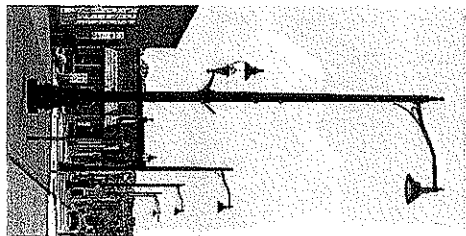
- The Master Plan assumes shared parking between parcels and therefore parking shall be coordinated and signed appropriately to avoid user confusion. Where feasible, parking lots shall be linked between sites to reduce the need for shoppers and restaurant patrons to access area roads to travel to adjacent stores and services.
- A coordinated wayfinding and directional signage program shall be part of an overall Countryside City Center development
- A unified decorative street lighting program shall be incorporated into the commercial area street and internal



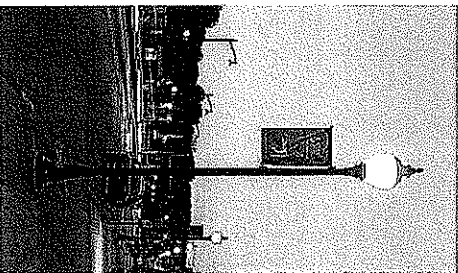
SHARED PARKING LOT CONFIGURATION DIAGRAM.



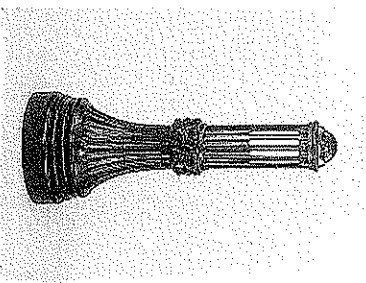
TYPICAL STREETLIGHT (SEE APPENDIX A FOR MORE DETAIL)



TYPICAL STREETLIGHT WITH PEDESTRIAN ACORN LAMP (SEE APPENDIX A FOR MORE DETAIL)



TYPICAL PEDESTRIAN POLE AND ACORN LAMP (SEE APPENDIX A FOR MORE DETAIL)



TYPICAL DECORATIVE BOLLARD (SEE APPENDIX A FOR MORE DETAIL)

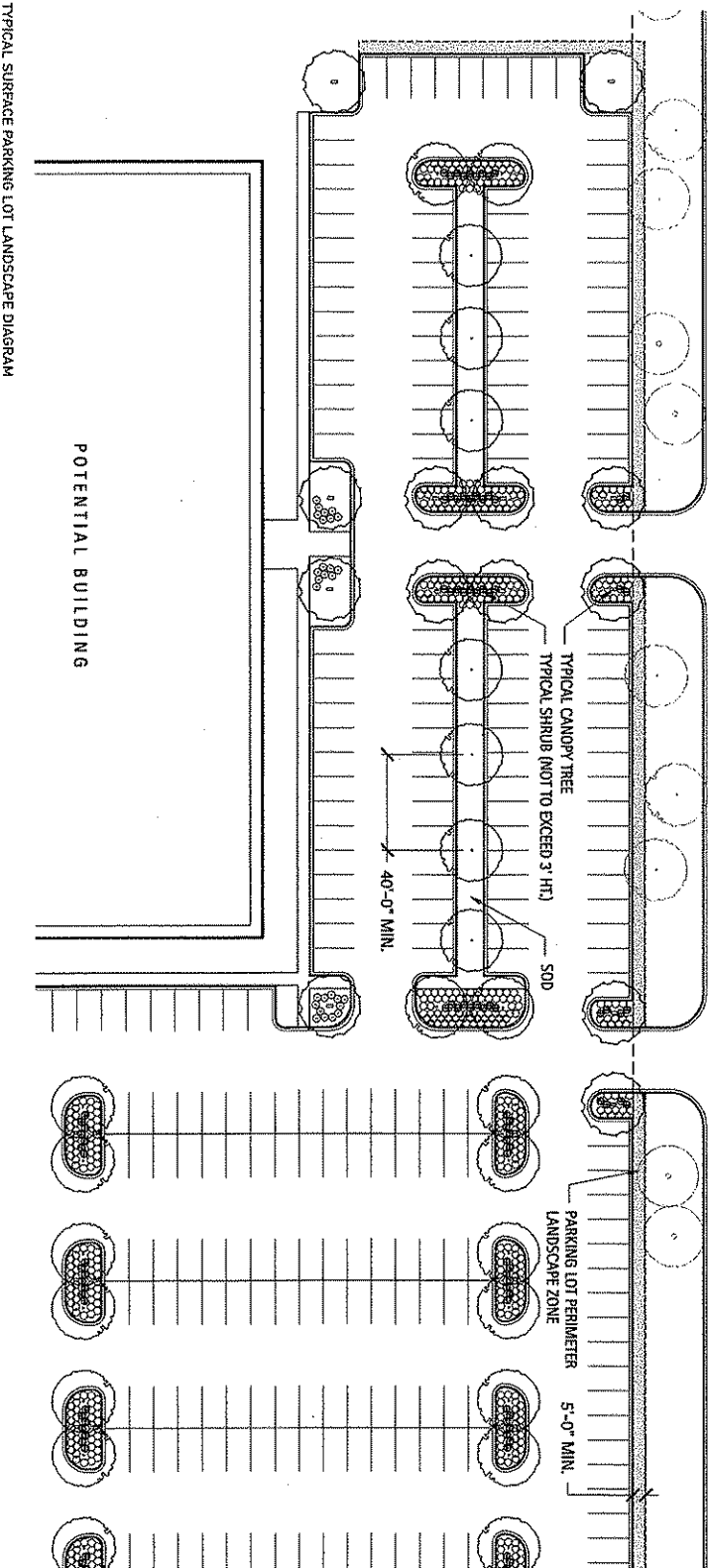
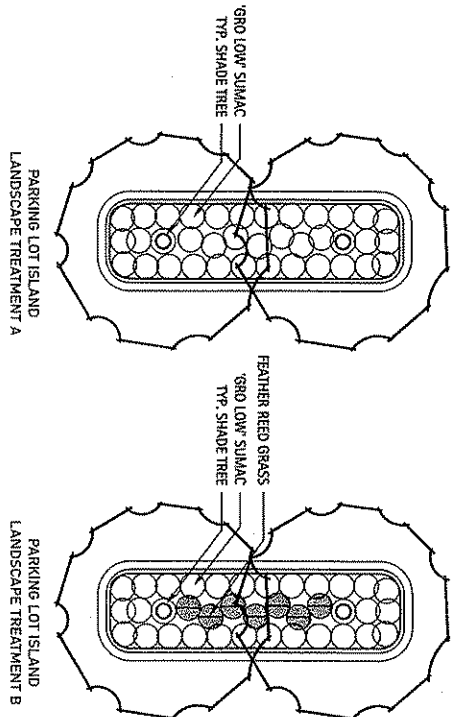
LANDSCAPE STANDARDS

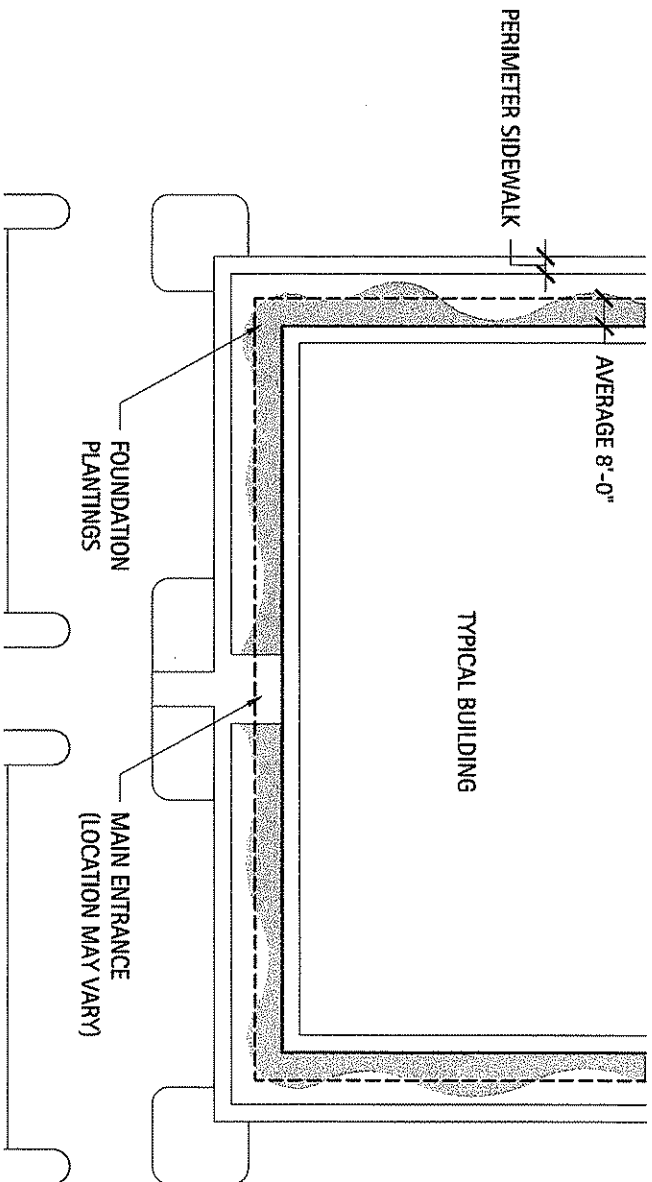
vehicular use area system to provide a sense of cohesiveness as well as safety. Individual tenants shall select building lighting that coordinates with the approved site lighting.

LANDSCAPE STANDARDS

- Plants installed to satisfy the requirements of this section shall meet or exceed the plant quality standards of the most recent edition of *American Standard for Nursery Stock*, published by the American Association of Nurserymen. Plants shall be capable of withstanding the extremes of individual microclimates, be nursery-grown and be balled and burlapped.
- Landscape treatment shall be provided to enhance architectural features, strengthen vistas, and provide shade.
- Detention/retention ponds shall be designed with a natural grading and planting theme, rather than a formal engineered appearance.
- Plant material shall be selected for structure, texture, color and for ultimate growth potential. Plants that are indigenous to the area and that will be hardy, harmonious to the design, and attractive (including seasonal interest) shall be used.
- In locations where plants will be susceptible to injury by pedestrian or vehicular traffic, they shall be protected by appropriate curbs, tree guards, or other devices.
- Trees shall be installed consistently along all sidewalks and pedestrian paths, and in parks/plazas, including in commercial centers.
- New plantings and color pockets shall be added along the street where space allows and in plazas. Raised beds, movable planters, flower boxes, and hanging baskets are favored and provide seasonal interest, enhance the pedestrian experience, and reinforce an area's character.
- Along wider sidewalks, raised landscape planters may be used to break up large paved areas, add visual interest to the street, and separate pedestrians from traffic.
- All parking lots shall be designed with perimeter and island landscaping. Such plantings areas shall be sufficient in size to provide visual breaks in the parking area and to allow for plant materials to grow. Sidewalks provided in parking lots to direct pedestrians to commercial frontages and storefronts shall also include edge landscaping.
- Plant material in islands, excluding shade trees, shall not exceed a height of 36" at maturity.
- Vacant lots shall be maintained with sod and low-level plantings until developed with new buildings.
- In areas where general planting will not prosper, other materials, such as fences, walls, and pavers shall be used. Carefully selected plants should be combined with such materials where possible.
- Where a building does not form the street edge, landscaping shall be used to delineate that separation between public and private.
- All required landscape areas not dedicated to trees, shrubs, or preservation of existing vegetation shall be landscaped with grass, ground cover, or other landscape treatment, not including sand, rock, or pavement.
- For each plant type associated with the landscape requirements of this section, no single plant species shall represent more than 40% of the total plantings.

- Plant material shall be installed so it relates to the natural environment and habitat in which it is placed. Native vegetation shall be utilized in all instances unless site conditions or availability of species warrant the use of cultivars or similar materials compatible with the area.
- The scale and nature of landscape material shall be appropriate to the site and structures. For example, larger scaled buildings shall be complemented by larger scaled plants. Plant material should be selected for its form, texture, color and concern for its ultimate growth.





Foundation Plantings

- The foundation around each new building, with the exception of storage buildings shall have on average an 8-foot wide perimeter landscape that includes the following key elements:
 - *A mix of seasonal interest plantings.*
 - *A mix of deciduous and evergreen species.*
 - *Mass/scale at corners, site lines, entrances and along blank walls.*
 - *Open window lines.*
 - *Exposed concrete foundation wall screening.*
- *Topography enhanced to create relief with outcropping rock, boulders or decorative walls.*
- *Bed lines varied in flowing, curvilinear patterns.*
- Exceptions to this requirement include but are not limited to areas of drop-off or pick-up as well as service or loading zones. Building access and circulation regulations based on public safety standards take precedent over this requirement.
- Sidewalks and entrance/access walks are allowed within the 8-foot wide average foundation landscape area. Landscaping shall be provided between the sidewalk and the building

foundation except where connections to building entrances are necessary.

- Outdoor dining/plazas shall be supplemented with movable planters.

Site Entrances | Gateways

Special landscape and signage treatments shall be designed for all main entrances to the Countryside City Center Development. Entrances to individual sites within the development site shall include the following key design elements:

- A mix of seasonal interest plantings.
- A mix of deciduous and evergreen species.
- Topography enhanced to create relief with outcropping rock, boulders or decorative walls.
- Bed lines varied in flowing, curvilinear patterns.

Fencing

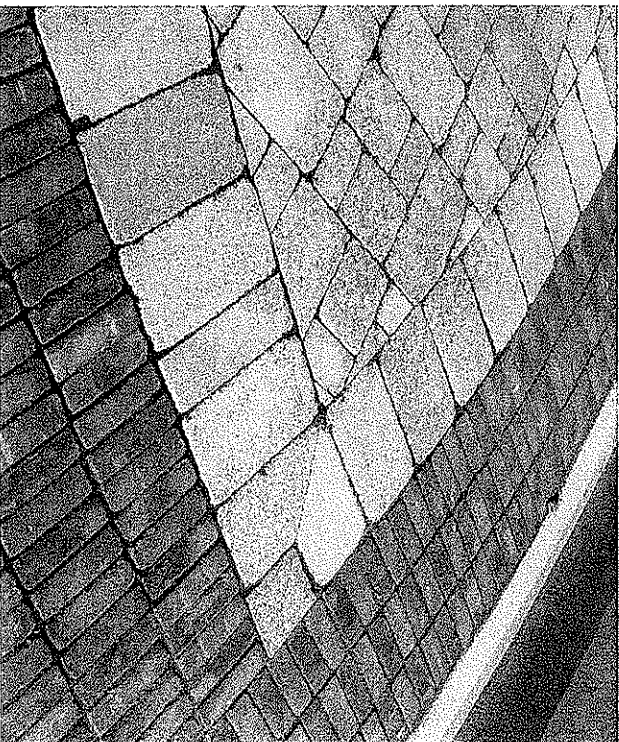
- Decorative metal, to match approved design, shall be used for fencing. Chain link or wood fencing is not allowed. Fences shall be considered an extension of building architecture and shall make an attractive transition between the building mass and natural forms of a site.

Paving

- Paving materials shall be compatible with other on-site materials. Asphalt and concrete are acceptable, but additional materials matching the approved decorative paver-style such as tile, brick, and stamped asphalt shall be used, where appropriate, such as pedestrian corners, business entranceways, walks within parking lots and outdoor dining areas.
- Specialty paving materials shall be used to dress up and identify building entries, plazas, seating areas, etc.



APPROVED DECORATIVE METAL FENCE.

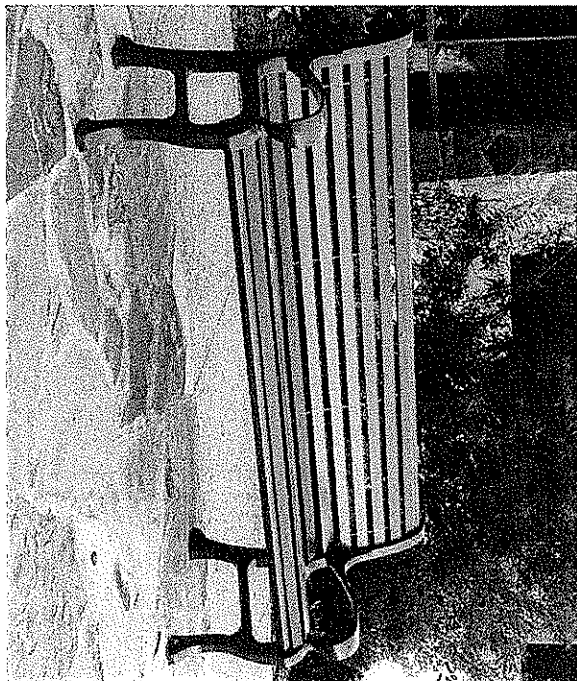


APPROVED DECORATIVE PAVER-STYLE DETAIL.

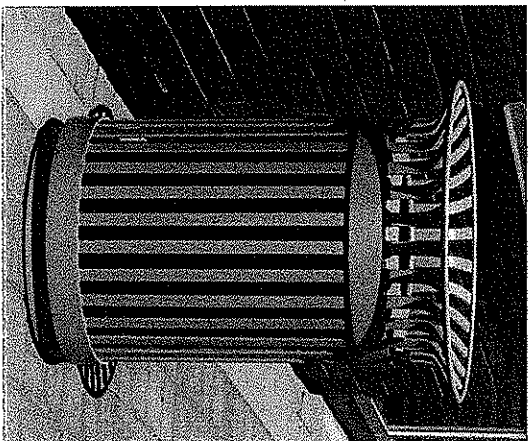
- Paving changes through color and texture changes where pedestrian walks cross auto circulation routes are preferred to alert drivers to slow down.
- Pavers shall be of a high quality material such as clay or concrete. Pavers which include recycled content such as fly ash are highly encouraged.

SITE FURNITURE

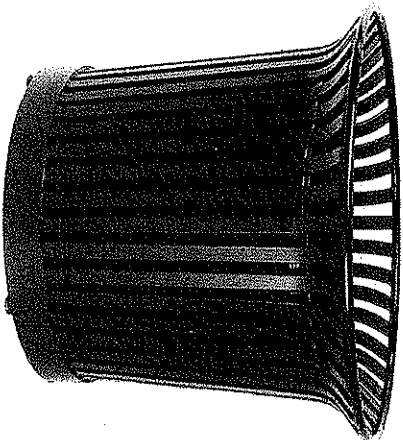
- Visual continuity within the commercial areas of the City and the specific segments of development is important. Site furniture and other amenities significantly contribute to the overall image of any commercial development.
- These elements shall include the approved benches, waste receptacles, planters, railings, bollards, bike racks, and tree grates in plazas.
- Benches shall be provided near drop off areas and entryways to major buildings, at key locations along pedestrian ways, at transit stops and plazas. Consideration shall be given to the location of benches with respect to the ability to provide shelter from summer sun and winds and be open to direct sunlight in the winter.
- Planters shall be provided in plazas areas, building entry areas and other paved open areas to give scale to the pedestrian ways.
- Waste and recycling receptacles shall be provided at building entry ways, public plazas, transit stops and near benches.
- Bike racks shall be provided at public plaza spaces and major building entry ways.
- Tree grates shall be provided in paved plazas and pedestrian ways to protect the tree's roots from compaction. In addition,



TYPICAL DECORATIVE METAL BENCH (SEE APPENDIX A FOR MORE DETAIL)

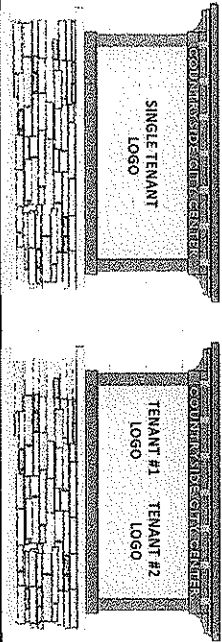


TYPICAL DECORATIVE METAL TRASH RECEPTACLE (SEE APPENDIX A FOR MORE DETAIL)



TYPICAL DECORATIVE METAL MOVEABLE PLANTER (SEE APPENDIX A FOR MORE DETAIL)

BUSINESS SITE SIGNAGE



TYPICAL BUSINESS MONUMENT SIGN.



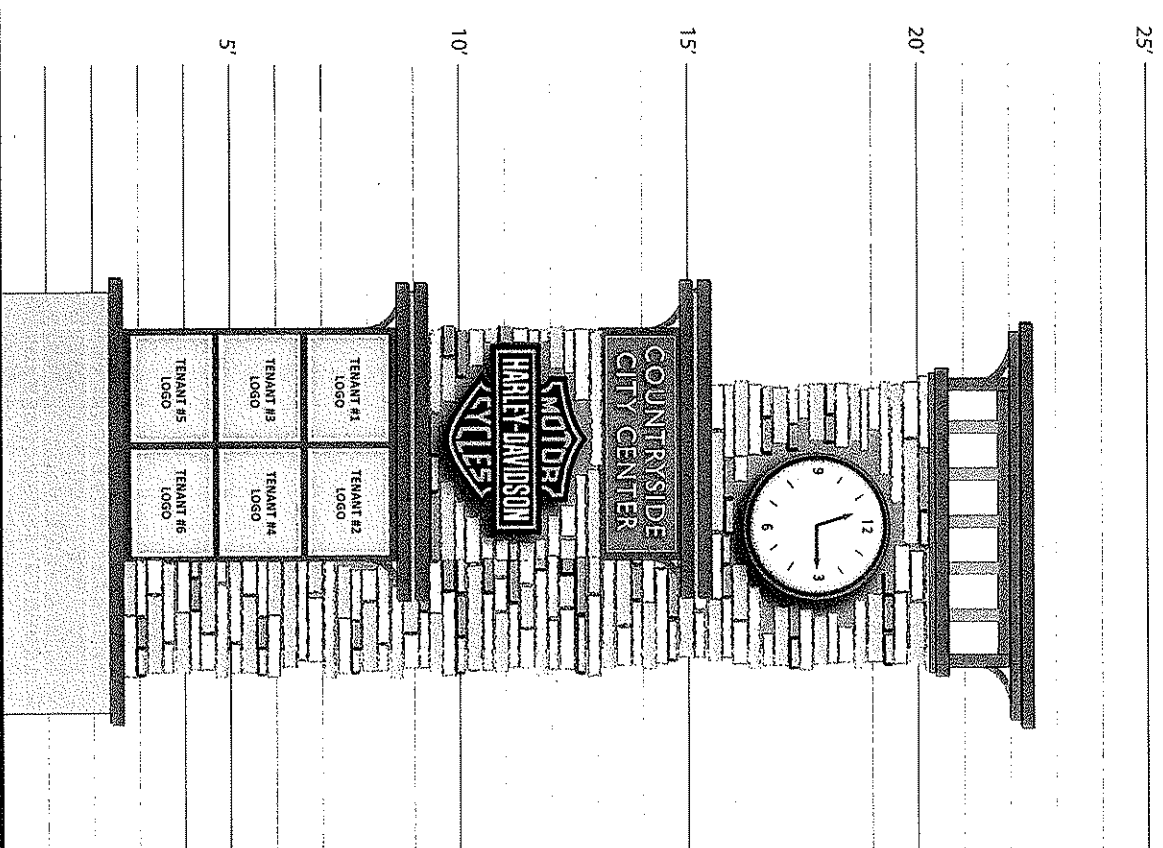
BUSINESS SIGNAGE INCORPORATED INTO BUILDING ARCHITECTURE.

the tree grates provide special visual interest to the pedestrian space and they prevent the tree well from being a safety hazard.

BUSINESS AND SITE SIGNAGE

- Business signage shall be simple and incorporated into a building's architecture. The quality, size, placement, and look of signs shall all be considered in the overall design of buildings.
- One (1) monument sign per business is allowed to be placed on their site and shall follow the architecture and style of the Countryside City Center entrance monument sign.
- Signs shall be constructed of high-quality, solid, and durable materials.
- Sign colors and materials shall be consistent with the colors and materials of the building and awnings and entrance monument signs.
- Per City sign ordinance, a Special Use Permit is required for all electronic/LED signs

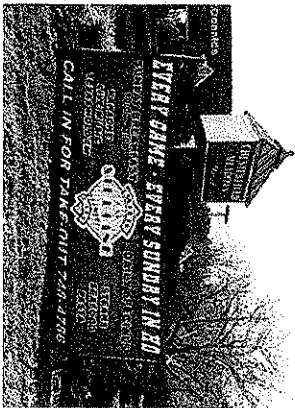
- Business signs shall not obstruct or obscure architectural details or significant architectural elements.
- Sign lighting shall be carefully considered in the building design. Back-lit panel signs are discouraged. If direct lighting is used, glare, brightness, visible hardware, and maintenance issues must be addressed. Strategically placed lamp fixtures that are compatible with the sign design and building architecture shall be used for illuminated signs.
- All signs placed on a site, including pylon signs shall be designed as part of a coordinated signage design theme regarding colors, images, and style.
- Text on all signs shall be simple and easy to read.
- To avoid visual clutter, redundant signage or multiple external signs shall not be used.
- All ground-mounted signs shall be placed within planting areas that coordinated in design for the overall site, except for small directional signs that are placed on poles along streets and driveways or informational kiosks that are placed freestanding along sidewalks or plazas.



APPROVED DEVELOPMENT MONUMENT SIGN PIER.



TYPICAL TEMPORARY MENU SIGNAGE OR A-FRAME BOARDS.



TEMPORARY BANNERS, MOBILE SIGNS OR A-FRAME SIGNS ARE ALLOWED FOR UP TO NINE (9) SEPARATE OCCASIONS PER CALENDAR YEAR FOR A PERIOD OF 40 DAYS EACH.

- If monument signs are used, such signs shall be designed to only display the development site name and major tenant/business names. To make such signs readable for motorists, and to reduce sign clutter along major corridor roads, such signs shall have consistent, easy-to-read lettering, and shall not advertise products.

- Billboards are not permitted within the Countryside City Center Development

Temporary Signage

- Temporary mobile signs or a-frame signs are limited to six (6) square feet in area and no more than four (4) feet in height and require a special use permit from the City.
- Temporary banners, mobile signs or a-frame signs are allowed for up to nine (9) separate occasions per calendar year for a period of 40 days each.

- Temporary banners are limited to thirty-two (32) square feet in area and require a temporary sign permit from the City.

Directional Signage

- One (1) directional sign may be installed at each vehicle entrance and exit of a property. Additional internal directional signs are allowed. Such signs may be illuminated, but may not exceed four (4) square feet in area or 5 feet in height. Commercial messages may comprise no more than 50% of the directional sign face.

Drive Thru Boards

- One (1) menu board is permitted per business. The board shall be no more than forty (40) square feet in area, no more than six (6) feet in height and shall be placed no less than twenty (20) feet from any lot line.

Regulatory Signage

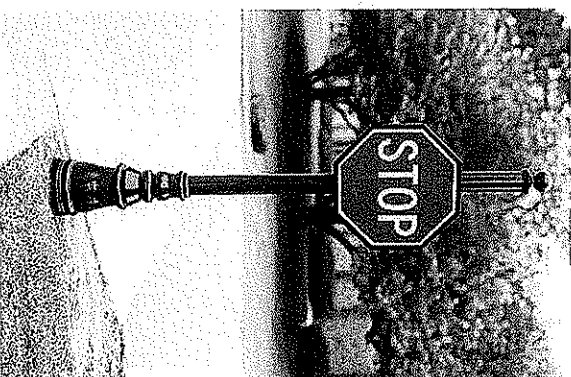
- Regulatory Signage such as "stop" and "speed limit" signs shall be incorporated into a decorative frame and pole system.



TYPICAL DRIVE-THRU MENU BOARD.



TYPICAL VEHICULAR, GROUND MOUNTED DIRECTIONAL SIGN.



DECORATIVE REGULATORY SIGN FRAME AND POLE (SEE APPENDIX A FOR MORE DETAIL).

DEFINITIONS

- A**
- Awning:*** Framework covered with fabric or metal projecting from the façade of a building located on a storefront or individual window openings. The primary purpose is to shade the interior of the building and provide protection to pedestrians. Awnings can be supported by poles or brackets.
- Atrium:*** A sky lit central court in a building.
- B**
- Belt Course:*** A narrow, horizontal band projecting from the exterior walls of a building, usually defining the interior floor levels. Usually referred to in masonry construction as a continuous row of a pattern of masonry around the façade of a building.
- Bracket:*** A support element under eaves, shelves or other overhangs; often more decorative than functional.
- Bulk:*** The three dimensional volume of a building.
- C**
- Character:*** A viewer's impression of the elements which make up a particular composition of the landscape, trees, buildings, space, furniture, materials and colors.
- Clock Tower:*** A tower with a large clock visible high up on an outside face.
- Commercial:*** Primary activity that provides goods and services to the public such as shops, stores, service businesses and offices.
- Cornice:*** A projecting molding that crowns the top of a storefront or façade.
- Capola:*** A dome shaped roof on a circular base, often set on the ridge of a roof.
- D**
- Design Guidelines:*** A set of minimum guidelines, recommendations and requirements to guide the design of land developments within a given area.
- Display Window:*** A window of a store facing onto the street; used to display merchandise for sale in the store.
- E**
- Easement:*** A grant of one or more property rights by the owner to and/or for use by the public, or other person or entity.
- Eaves:*** The projecting overhang at the lower edge of a roof.
- F**
- Facade:*** The exterior, front face of a building.
- Form:*** The three dimensional shape and structure of a building.
- I**
- Indigenous:*** Originating or occurring naturally in a particular place.
- L**
- Landscaping or Landscaped Area:*** Any combination of living plant materials including organic decorative materials such as rock mulches, provided that at least 25 percent of the landscaped area is covered by plant beds containing living plant materials or by turfgrass.
- M**
- Masonry:*** Wall construction of materials such as stone, brick and adobe.
- Mass:*** The exterior form and shape of a building. The height, width and depth of a structure.

Mechanical Unit: Working by machines or machinery.

Molding: A continuous decorative band that is either carved into or applied to a surface.

P

Parapet: A low, solid, protective wall or railing along the edge of a roof or balcony.

Pavers: Preformed paving blocks that are installed on the ground to form patterns while at the same time facilitate pedestrian and vehicular travel.

Plaza: An open space that may be improved and landscaped, usually surrounded by streets and buildings.

R

Reflective Glass: Glass that typically has a percentage of outdoor visible light reflectivity greater than 19% with a light transmission factor of less than 60%.

Rooflines: The shape, contours, style or outline of a roof of a building.

S

Scale: The proportions of elements that relate to the street, parking areas, plazas and pedestrian ways in relation to the human or automobile. Scale affects the arrangement of elements to form spaces that are comfortable for pedestrians and drivers alike.

Shared Parking: A type of parking management in which parking spaces are shared by more than one user, allows parking facilities to be used more efficiently. Shared parking takes advantage of the fact that most parking spaces are only used part time by a particular group. Many parking facilities have a significant portion of unused spaces, with utilization patterns that follow predictable daily, weekly and annual cycles.

Sidewalk: (Attached) a sidewalk which is attached to the back of the street curb. (Detached) A sidewalk along the street which is not attached to the back of the street curb. Typically, detached sidewalks are separated from the curb with a tree lawn or landscaped planter area.

Sign Band: The area of a building's facade where business signage or names are displayed, typically above windows and/or awnings.

Sign Face: The area or display surface used for a message or individual business identity.

Siting: The spatial location of an actual or planned structure or set of structures.

Storefront: The first story of a façade of a commercial building, usually having display windows.

Streetscape: Improvements within the public right-of-way. In an area, typically between the curb and right-of-way line. In some cases, it may be within easements adjacent to the right-of-way. All elements that constitute the physical makeup of a street and define its character.

Street Walls: Buildings oriented towards the street and sited close to the street right-of-way in order to reinforce a pedestrian-friendly environment. Entrances and/or windows face the primary or secondary drive isles.

W

Window Line: The shape, contours, style or outline of a window of a building.

DETAILS

Typical Streetlight Detail:

Sternberg # 1531F/FFA6

Typical Streetlight with Pedestrian Acorn Lamp Detail:

Old Town Acorn Fixture

Typical Pedestrian Pole and Acorn Pole Detail:

Tapered | Fluted Pole with Old Town Acorn Fixture

(Match Existing Countryside Streetscape Model)

Typical Decorative Bollard Detail:

Sternberg - Oxford Model: 6201LB

Typical Decorative Metal Bench Detail:

Maglin - Model #: 300MH

Typical Decorative Metal Trash Receptacle Detail:

Maglin - Model #: MLWR200-32

Typical Decorative Metal Moveable Planter Detail:

Victor Stanley - Model #: PRS-18 Production Series

Decorative Metal Regulatory Sign Mount/Pole Detail:

Sternberg Model #: 024 frame

3608P4 pole with bc post cap

**FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT
FOR THE COUNTRYSIDE PARTNERS, LLC LOT 3B DEVELOPMENT
COMPRISING A PART OF THE COUNTRYSIDE COMMERCIAL
TIF DISTRICT OF THE CITY OF COUNTRYSIDE, ILLINOIS**

This First Amendment to the Redevelopment Agreement for the Countryside Partners, LLC Lot 3B Development Comprising a Part of the Countryside Commercial TIF District of the City of Countryside, Illinois (the "First Amendment") is made and entered into as of the 28th day of January, 2015 by and between the City of Countryside, Illinois, an Illinois home rule municipal corporation (the "City"), and Countryside Partners, LLC, an Illinois limited liability company (the "Developer"). (The City and the Developer are sometimes referred to herein collectively as the "Parties.")

WITNESSETH

WHEREAS, pursuant to Ordinance No. 14-40-O, adopted November 12, 2014 (the "Ordinance"), the City approved a "Redevelopment Agreement for the Countryside Partners, LLC Lot 3B Development Comprising a Part of the Countryside Commercial TIF District of the City of Countryside, Illinois," dated November 12, 2014, with the Developer (the "Redevelopment Agreement") relative to the property legally described on EXHIBIT A attached hereto and made part hereof, with said Ordinance and Redevelopment Agreement being recorded with the Cook County Recorder of Deeds on December 5, 2014 as document number 1433918066; and

WHEREAS, the City and the Developer desire to amend certain provisions of the Redevelopment Agreement relative to the acquisition and development deadlines applicable to the Project (as defined in the Redevelopment Agreement); and

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

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

1. That the "Conveyance Deadline" in Section V. of the Redevelopment Agreement is hereby amended, from March 18, 2015, to May 4, 2015.

2. That Section V.2. of the Redevelopment Agreement is hereby amended to read in its entirety as follows:

(a) The Developer will tender to the City, within one hundred thirty five (135) days of the Effective Date of this Agreement, a fully executed and signed lease for the tenant space in the Project with Chick-fil-A ("Tenant"); and (b) the investigation period under the above-referenced lease, of no greater than ninety (90) days, has expired and the Tenant has not elected to terminate in accordance with such lease;

3. That Section VI.A.3. of the Redevelopment Agreement is hereby amended to read in its entirety as follows:

Complete construction of the Developer Improvements, and require pursuant to the lease with the Tenant that the Tenant complete the Tenant Work, subject to Uncontrollable Circumstances, all on or before February 15, 2016.

4. That all portions of the Redevelopment Agreement, not amended hereby, shall remain in full force and effect.

ATTACHMENT "E"

5. This First Amendment shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same First Amendment.

6. The Parties agree to record this First Amendment with the Cook County Recorder's Office, with the Developer paying the recording charges.

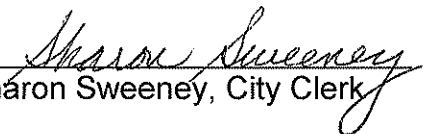
7. This First Amendment shall be deemed dated and become effective on the day on which this First Amendment is approved by the City, with said date appearing on page 1 hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on or as of the day and year first above written.

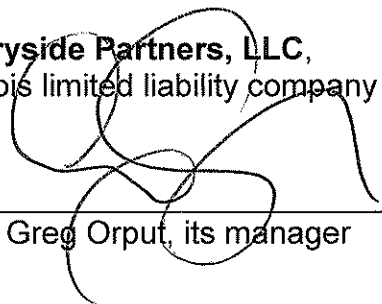
City of Countryside,
an Illinois home rule municipal corporation

By: 
Edward Krzeminski, Mayor

ATTEST:

By: 
Sharon Sweeney, City Clerk

Countryside Partners, LLC,
an Illinois limited liability company

By: 
Greg Orput, its manager

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward Krzeminski and Sharon Sweeney, personally known to me to be the Mayor and City Clerk of the City of Countryside, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Board of Trustees of said Illinois home rule municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois home rule municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 11th day of February, 2015.

Margaret Carey
Notary Public



ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Greg Orput, personally known to me to be the manager of Countryside Partners, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such manager, he signed and delivered the said instrument, pursuant to authority given by the members of said limited liability company, as their free and voluntary act, and as the free and voluntary acts and deeds of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 25th day of February, 2015.

Margaret E Carey
Notary Public



EXHIBIT A

Legal Description for the Property

LOT 3B IN THE RESUBDIVISION OF LOT 3 IN THE COUNTRYSIDE CITY CENTER SUBDIVISION, BEING A RESUBDIVISION OF PARTS OF SCHOOL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16 AND PARTS OF THE DANSHER PLAZA SUBDIVISION OF PART OF LOT 10 AND 15 IN SCHOOL TRUSTEES' SUBDIVISION IN SECTION 16 TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 18-16-400-048-0000;

Common Addresses: 6010 South LaGrange Road,
Countryside, Illinois 60525.

**MEMORANDUM OF UNDERSTANDING REGARDING
THE PREFERRED DEVELOPER FOR THE REDEVELOPMENT OF
THE PROPERTY LOCATED AT 5631 SOUTH LA GRANGE ROAD**

THIS MEMORANDUM OF UNDERSTANDING (the "Understanding") is made and entered into as of the 8th day of April, 2015 (the "Effective Date") by and between the City of Countryside, an Illinois home rule municipality (the "City") and Orput Companies, an Illinois company (the "Developer"). The City and the Developer are sometimes referred to herein collectively as the "Parties."

RECITALS

- A. The Developer proposes to acquire and develop the City-owned property described on Exhibit A attached hereto and made a part hereof (the "Property"), located within the Countryside Commercial Tax Increment Financing (TIF) District (the "TIF District"), with approximately eighteen thousand (18,000) square feet of commercial retail space and approximately five thousand (5,000) square feet of restaurant space (the "Redevelopment Project").
- B. In relation to the Redevelopment Project, the Developer has requested that the City consider providing tax increment financing assistance for redeveloping and improving the Property, to the Developer, from TIF incremental revenue generated by the TIF District, subject to entering into a mutually agreeable and statutorily valid redevelopment agreement (the "Redevelopment Agreement"), pursuant to the City's home rule powers and the authority granted pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act").
- C. The City, after due and careful consideration, has concluded that the redevelopment of the Property consistent with the Redevelopment Project, pursuant to the contemplated Redevelopment Agreement, will further the growth of the City, increase the assessed valuation of real estate situated within the City, foster increased economic activity within the City, and otherwise be in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers.
- D. The City is desirous of having the Property redeveloped for such commercial retail purposes in order to serve the needs of the City community, and in order to produce increased tax revenues, and the City, in order to stimulate and induce the redevelopment of the Property, recognizes the desirability and need to negotiate and enter into a Redevelopment Agreement for the Redevelopment Project, and to consider providing the Developer with financial assistance relative to TIF eligible "redevelopment project costs," as defined in the Act (the "Reimbursable Costs").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I
INCORPORATION OF RECITALS

The representations, covenants, and recitations set forth in the foregoing recitals are hereby incorporated into and made a part of this Understanding as though they were set forth in this Article I.

ARTICLE II
PREFERRED DEVELOPER

For a period of ninety (90) days from the Effective Date, the City designates the Developer as the exclusive and preferred developer of record for the redevelopment of the Property, subject to and contingent upon finalization of a mutually acceptable Redevelopment Agreement, and related documentation and compliance with all applicable statutes and laws.

Upon the Developer providing to the City, during the term of this Understanding, one or more letters of intent, executed by a retailer(s) acceptable to the City, for all of the commercial retail space within the Redevelopment Project, this Understanding, and the designation of the Developer as the exclusive and preferred developer of record, shall automatically be extended for an additional thirty (30) days, for a total of one hundred twenty (120) days from the Effective Date. Only one (1) such extension of this Understanding shall be granted.

ARTICLE III
REDEVELOPMENT AGREEMENT

During the term of this Understanding, the Parties shall negotiate in good faith to come to terms relative to a Redevelopment Agreement in regard to the Redevelopment Project, which may include reimbursement to the Developer for some or all of the Reimbursable Costs. In regard to the Redevelopment Agreement, the Developer may form a limited liability company that will substitute for the Developer, as the "developer" entering into the Redevelopment Agreement. In the event that a final Redevelopment Agreement is not negotiated and agreed to by the Parties during the term of this Understanding, this Understanding, and the Developer's designation as the preferred developer of record for the redevelopment of the Property, shall terminate, and this Understanding shall be null and void, and the City and the Developer shall have no further obligations to each other.

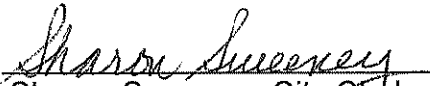
ATTACHMENT "E"

IN WITNESS WHEREOF, the Parties have duly executed this Understanding pursuant to all requisite authorizations as of the Effective Date.

CITY OF COUNTRYSIDE,
an Illinois home rule municipal corporation

ATTEST:

By: 
Edward Krzeminski, Mayor

By: 
Sharon Sweeney, City Clerk

ORPUT COMPANIES,
an Illinois company

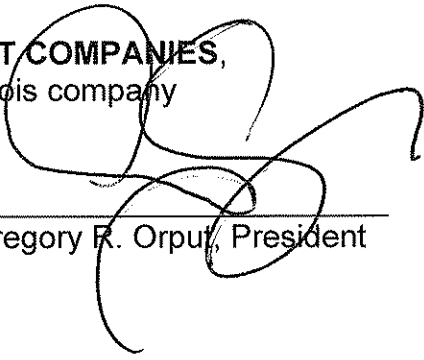
By: 
Gregory R. Orput, President

EXHIBIT A

Description of the Property

The Property is located at 5631 South LaGrange Road, Countryside, Illinois; is identified by Cook County permanent tax index number (PIN) 18-16-204-036, and consists of approximately 124,803 square feet (approximately 2.865 acres).

ATTACHMENT “H”

MINUTES SUBMITTED TO THE MUNICIPALITY BY THE JOINT REVIEW BOARD

** Minutes from the Joint Review Board for the fiscal year ended April 30, 2013, were approved at the Joint Review Board meeting held on October 27, 2014. Since those minutes were approved and thus submitted to the Municipality, they are included in this report as Attachment “H” pursuant to [65 ILCS 5/11-74.4-5 (d) (7) (f) and 5/11-74.6-22 (d) (7) (E)]

** Minutes for the fiscal year ended April 30, 2014 as related to the Joint Review Board Meeting held on October 27, 2014 will be a current agenda item on the Joint Review Board meeting to be held on November 5, 2015. As such, those minutes have not been approved and submitted to the Municipality and thus are not included in this report as Attachment “H”.

ATTACHMENT "H"

**JOINT REVIEW BOARD MEETING
PROPOSED COUNTRYSIDE COMMERCIAL
TAX INCREMENT FINANCING DISTRICT (TIF)
CITY OF COUNTRYSIDE
5550 East Avenue
HELD IN COUNCIL CHAMBERS ON MONDAY, OCTOBER 28, 2013**

Mayor Krzeminski called the meeting to order at 3:00 p.m.

Roll Call of JRB Members Present:

Mayor Ed Krzeminski, City of Countryside
Tom Glaser, College of DuPage
David Sellers, Lyons Township High School
Kevin Doyle, Chief of Pleasantview Fire District.
Ed King, Township of Lyons
Mark Burdett, Public Member

JRB Members Absent:

Cook County
LaGrange SD #105

Also Present:

Gail Paul, City Administrator
Sharon Peterson, Assistant City Administrator
Steven Drazner, Finance Director
Bryan Swanson, Community Development Planner
Alderman Robert Pondelicek, City of Countryside
Meiling Lieu, Finance Dept.
Don McGoorty, Countryside resident

Approval of Minutes

Mr. Burdett. moved to approve the minutes of the October 24, 2012 meeting of the Joint Review Board as presented, seconded by Mr. Glaser and carried unanimously.

TIF Overview and Highlights

Finance Director Steven Drazner welcomed the members and provided general TIF information via a Power Point presentation for Countryside TIF for the fiscal year 5-1-12 to 4-30-13. FD Drazner started with a general overview on how TIFs work in Illinois. A TIF provides municipalities with financial options to improve blighted areas. Once adopted, the TIF does not increase or decrease property taxes, but rather reallocates where those property taxes go; all valuations of assessed parcels are frozen for 23 years. During the life of the TIF taxing bodies may continue to levy a property tax against the frozen value of the parcels, while the TIF allows the municipality to capture the incremental property taxes for those assessed valuations which exceed their frozen values. This tax increment may be reinvested in the TIF, thus improving the blighted areas. The Countryside Commercial TIF area runs primarily along the east side of LaGrange Road from Joliet Road to 55th Street.

Review of FY 2013 Annual TIF Report

There has been much activity in the TIF in FY2013. City costs related to sitework for the new City Center totaled slightly under \$2 million. There were also various engineering, consulting, signage and utility relocation costs associated with the project. The largest expense was the loan principal paydown totaling \$3.3 million on the \$5 million loan which the City borrowed to fund all the costs. The paydown of this loan came from the sale of various parcels owned by the City and sold to private developers for redevelopment into retail tax-producing businesses.

The three main private enterprise investors during FY 2013 are Countryside Development Partners, Brandon Realty Ventures and White Shirts LLC. Private investment in the City Center has been estimated at \$6.4 million; including the Harley Davidson Dealership; private investment is estimated at approximately \$10.9 million.

The entire Countryside TIF frozen assessed valuation totaled from 2009 was \$19.6 million; the most recent tax year 2012 assessed valuation was \$14.7 million. The City requested that certain parcels within the City Center be split out into a separate tax code for the purpose of expediting incremental property tax revenue. One slide showed the site plan map with all parcels that comprise the City Center within the TIF district. All parcels within the City Center have been sold for redevelopment except Lot 3B. A synopsis by business was presented as follows:

- Harley Davidson opened in May 2012; estimated business revenues - \$10 million+; they generate sales tax and auto rental tax; they have an estimated 90 employees.
- Texas Roadhouse opened in September 2013; annual sales are estimated at \$3.7 million; the City receives sales tax and local restaurant tax; they have an estimated 100 full-time equivalent employees.
- Starbucks opened in September 2013; they have a drive-thru and employ 15 people; estimated annual sales - \$1.2 million.
- The Vitamin Shoppe opened in September 2013; they have 6 employees and estimated annual sales - \$1.2 million.
- Andy's Frozen Custard expected to open in November 2013 with 20 employees and estimated annual sales - \$1.2 million.
- Hooters of Countryside expected to open in December 2013 with 90 employees and estimated annual sales - \$2 million.
- T-Mobile expected to open in December 2013 with 3 employees and estimated annual sales - \$850,000.

Finally, the City owns vacant property at 5631 LaGrange Road which used to be a hotel property. This particular vacant lot is located outside the City Center. The City entered into an agreement with Oak Lane Development to exclusively market this property through March 2014.

With that FD Drazner concluded the presentation and asked if there were any questions.

Mr. Glaser asked whether the T-Mobile is bringing in new business or taking business from another location. Mr. Drazner believes it will be mostly new business but it may capture some business from other mobile service providers. Mayor Krzeminski stated that the closest T-Mobile is not a stand-alone store and also mentioned that this has been a dynamic year for Countryside with the hope to increase revenue in FY 2014 and beyond. He thanked Mr. Drazner for having an excellent presentation. There were no other questions.

Review of FY 2013 TIF Comptroller Report

Mr. Drazner reviewed the Financial Summary. Section 3.1 - beginning fund balance was under \$1.8 million; there was no revenue other than interest income and slightly less than \$6 million in expenditures. For FY13 the fund balance went from \$1.8 million to a negative \$4.2 million due to the costs in redeveloping the parcels and no tax increment yet being collected.

Section 3.2A summarizes expenses by category. Section 1 - \$292,000 in engineering costs; \$127,000 in legal fees; site preparation - about \$1.9 million. Section 8 reveals the principal loan paydown of \$3.2 million, plus \$114,000 in interest. Signage was \$165,000; all expenses combined totaled approximately \$5.9 million.

Section 3.2B is a list of all those expenses by vendor exceeding \$10K. The largest vendor expense was payment on a loan from MB Financial of \$3.3 million. The next largest expense was site work - Schwartz Excavating for \$1.9 million. The third largest expense was to Novotny & Associates for Engineering fees - \$332,000.

Section 3.3 – FD Drazner explained that this schedule was important because it summarizes future obligations of the TIF. The ending fund balance as of 4-30-13 was a negative \$4.1 million; future liabilities include approximately \$1.9 million remaining on the bank loan and future redevelopments costs of \$905,000. The City also wrote down the market value of property sold to Andy's Frozen Custard by an estimated \$240,000, which may also be considered a future obligation of the TIF. After subtracting out all future obligations, the projected TIF fund balance is estimated to be a negative \$7.2 million.

Section 5 –summarizes the City's total investment versus private investment. Total private investment through 4-30-13 was \$12.8 million; total (public) City investment is \$6.1 million – almost a 2:1 ratio. The breakdown per project is included in the report.

Section 6 is the final page of the financial summary report. One important piece of information previously discussed was the frozen base value of all property within the TIF

District of \$19.6 million in 2009; the most recent assessed valuation for these properties was \$14.7 million – about \$5 million less. This is the reason that certain parcels had to be segregated under a different tax code in order to start collecting tax increment as soon as possible. The total number of jobs at the City Center has been estimated at 241– which is a big positive for the City. In time assessed valuations in the TIF should hopefully exceed the frozen value to maximize incremental revenues. There are various attachments such as redevelopment agreements and ordinances, but this level of detail will not be reviewed unless there are specific questions. The entire packet is also available to the public as a consolidated PDF document on the State of Illinois Comptroller's website. At this time the City will take any questions or comments from JRB members or others present.

Mr. Sellers stated that no property tax increment was generated in FY13. How many years before that happens? Mr. Drazner stated that because some of the parcels were split out, he expects some increment in FY14 will be collected and reported in next year's report.

Mr. Glaser asked when the negative \$7.2 million fund balance might be eliminated. Mr. Drazner stated that it may be several years –depending on how properties are valued by the County. The redeveloped properties will eventually be valued at more than the frozen values but one cannot predict by how much more. There are several variables in determining assessed valuation of properties, including the overall economic climate. There was some discussion that in general assessed valuations have decreased around 25% across the board since the recession started in 2009. TIF properties have not been an exception. Some buildings within the TIF were demolished, which have further reduced the valuations. Mayor Krzeminski added that the TIF was adopted after the property was purchased, not before, which had some bearing on it. Chief Doyle stated that his area covers six communities – the collective EAV of those communities has dropped about 22%. Mr. Sellers echoed the same.

City Admin. Ms. Paul stated that everyone realizes these are unique times. This is the eighth time she has dealt with a TIF district and has never seen declines in the EAV after the TIF began. The County does allow for projects to develop new tax IDs, which the City has done for the City Center and for Andy's. There is one last big project to develop – the vacant site at 57th and LaGrange Road. There is a Memorandum of Understanding and the City is waiting for the developer to come back with different proposals. The Mayor added that the City purchased that parcel in 2004. Several proposals were attempted, none fulfilled.

Ms. Paul stated that there is one outstanding lot to be developed in the City Center – there is a redevelopment agreement for a three-tenant building on Lot 3B. The developer was not able to close the lease and sought new tenants; the City has made a counter proposal. The RDA states that the building must be constructed by 12-31-13 – which is impossible at this time. The City Council must decide whether to stay with this developer and build next year, or to market it; it is a ¾ acre lot. This property can be sold, which should offset the remaining balance on the \$5 million loan.

Joint Review Board

5

October 28, 2013

There were no other questions or comments from the parties. Mayor Krzeminski stated that everyone hopes next year will be successful. He noted the increased tourism promoted by the Illinois Harley Davidson sponsoring motorcycle events during the year – with one event for firefighters / paramedics which totaled 150 riders. Mr. Burdett congratulated the City Staff present on doing an excellent job in working with the numerous TIF district details and for all the effort FD Drazner put into the presentation.

There was no further business to discuss, Mr. Glaser moved to adjourn the meeting, seconded by Chief Doyle and carried by unanimous voice vote.

Mayor Krzeminski declared the meeting adjourned at 3:40 p.m.

A handwritten signature in black ink, reading "Edward Krzeminski". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

ED KRZEMINSKI, MAYOR

fp

CITY OF COUNTRYSIDE, ILLINOIS

**COMPREHENSIVE ANNUAL
FINANCIAL REPORT**

For the Year Ended
April 30, 2015





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Certified Public Accountants & Advisors
Members of American Institute of Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor
Members of the City Council
City of Countryside
Countryside, Illinois

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Countryside, Illinois (the City) as of and for the year ended April 30, 2015, and the related notes to financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Police Pension Fund which represents 91%, 91% and 73% of the assets, net position/fund balance and revenues, respectively, of the remaining fund information. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Police Pension Fund, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements

in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Countryside, Illinois, as of April 30, 2015, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the required supplementary information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We and other auditors have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual fund financial statements and schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the

ATTACHMENT "K"

auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, based on our audit the procedures performed as described above, and the report of the other auditors, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Naperville, Illinois
September 18, 2015

Sibel LLP

ATTACHMENT "K"
CITY OF COUNTRYSIDE, ILLINOIS

GOVERNMENTAL FUNDS
BALANCE SHEET

April 30, 2015

	General	Commercial Redevelopment TIF
ASSETS		
Cash and investments	\$ 7,985,621	\$ -
Receivables		
Accounts	637,785	-
Intergovernmental	2,939,391	-
Advances to other funds	5,708,279	-
Prepaid items	-	-
Inventory	5,671	-
TOTAL ASSETS	\$ 17,276,747	\$ -
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$ 597,334	\$ 7,756
Advances from other funds	-	5,708,279
Accrued payroll	237,626	-
Deposits payable	227,213	-
Unearned revenue	2,675	-
Total liabilities	1,064,848	5,716,035
DEFERRED INFLOWS OF RESOURCES		
Unavailable revenue	436,869	-
Total deferred inflows of resources	436,869	-
Total liabilities and deferred inflows of resources	1,501,717	5,716,035
FUND BALANCES		
Nonspendable		
Advances to other funds	5,708,279	-
Inventory	5,671	-
Prepaid items	-	-
Restricted		
Public safety	-	-
Highways and streets	-	-
Unrestricted		
Assigned for capital projects	-	-
Unassigned	10,061,080	(5,716,035)
Total fund balances (deficit)	15,775,030	(5,716,035)
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	\$ 17,276,747	\$ -

ATTACHMENT "K"

CITY OF COUNTRYSIDE, ILLINOIS

**GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES**

For the Year Ended April 30, 2015

	General	Commercial Redevelopment TIF
REVENUES		
Property taxes	\$ 181,569	\$ -
Sales taxes	8,320,652	-
Other local taxes	1,331,290	-
Intergovernmental	1,050,320	-
Licenses and permits	412,334	-
Charges for services	214,821	-
Fines and penalties	124,692	-
Investment income	71,451	-
Miscellaneous	158,058	-
Total revenues	<u>11,865,187</u>	<u>-</u>
EXPENDITURES		
Current		
General government	3,600,631	-
Public safety	4,413,231	-
Highways and streets	1,688,965	-
Economic development	-	323,974
Capital outlay	-	-
Debt service		
Principal	315,000	-
Interest and fees	1,323,483	-
Total expenditures	<u>11,341,310</u>	<u>323,974</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>523,877</u>	<u>(323,974)</u>
OTHER FINANCING SOURCES (USES)		
Transfers in	-	-
Transfers (out)	(187,445)	-
Proceeds from issuance of bonds	18,620,000	-
Payment to escrow agent	(18,187,231)	-
Discount on bonds issued	(242,650)	-
Sale of capital assets	30,491	-
Total other financing sources (uses)	<u>33,165</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	557,042	(323,974)
FUND BALANCES (DEFICIT), MAY 1	<u>15,217,988</u>	<u>(5,392,061)</u>
FUND BALANCES (DEFICIT), APRIL 30	<u>\$ 15,775,030</u>	<u>\$ (5,716,035)</u>