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Cook County Recorder of Deeds  
Date: 05/12/2004 10:06 AM Pg: 1 of 154

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ORDINANCE NO. 0-20-04

**AN ORDINANCE AUTHORIZING  
THE MAYOR PRO TEM TO EXECUTE  
A REDEVELOPMENT AGREEMENT BETWEEN THE  
VILLAGE OF PALATINE AND HUMMEL DEVELOPMENT, LLC  
FOR BLOCK 31 OF PALATINE**

WHEREAS, the Village of Palatine by Ordinance Nos. 0-224-99, 0-225-99, 0-226-99 and passed by the Mayor and Village Council on December 16, 1999, established a Tax Increment Financing District, adopted a Tax Increment Redevelopment Plan for its downtown and designated a Redevelopment Project Area; and

WHEREAS, on January 24, 2000, the Village Council, at a meeting duly held, did adopt Ordinance No. 0-12-00 correcting certain scrivener's errors in the legal description attached as Exhibit A to Ordinances Nos. 0-224-99, 0-225-99 and 0-226-99 of the Village of Palatine, Cook County, Illinois; and

WHEREAS, the Mayor and Village Council have on February 9, 2004, considered the proposed Redevelopment Agreement with Hummel Development, LLC, and have determined that entering into this Agreement furthers the purposes of the Tax Increment Financing District and the Redevelopment Plan for Downtown and furthers the public interest; and

WHEREAS, Article 3, paragraph (h) of the Redevelopment Agreement authorizes the Village Manager to do all things for and on behalf of the Village of

Village Clerk's Office  
Village of Palatine  
200 E. Wood Street  
Palatine, IL 60067

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Palatine regarding the execution of this Agreement and any supporting documents to the extent permitted by law.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Village Council of the Village of Palatine, acting in the exercise of their home rule power that:

**SECTION 1:** The Village of Palatine hereby authorizes the Mayor Pro Tem to execute the Redevelopment Agreement that substantially conforms to Exhibit "A" attached hereto, pursuant to the Tax Increment Financing Act, Section 65 ILCS 5/11-74/4-4(c) and authorizes the Village Manager to execute any other supporting documents to the extent permitted by law.

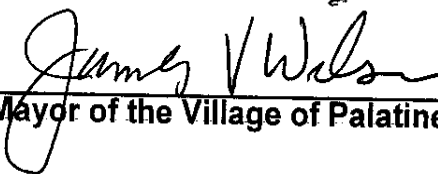
**SECTION 2:** This Ordinance shall be in full force and effect upon passage and approval as provided by law.

PASSED: This 9 day of February, 2004


AYES: 6 NAYS: 0 ABSENT: 0 PASS: 0

APPROVED by me this 9 day of February, 2004

PRO TEM

  
\_\_\_\_\_  
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 9 day of February, 2004

  
\_\_\_\_\_  
Village Clerk

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STATE OF ILLINOIS)  
  ) SS  
COUNTY OF COOK)

I, MARGARET R. DUER, do hereby certify that I am the duly elected, qualified and acting Clerk of the Village of Palatine, Cook County, Illinois, and that I am the keeper of the records, journals, entries, ordinances and resolutions of the said Village of Palatine.

I do further certify that the foregoing Ordinance is a true and correct copy of an ordinance passed and adopted by the Village Council of the Village of Palatine at a Regular meeting held on the 9 day of FEBRUARY, 2004, and that said ordinance was deposited and filed in the office of the Village Clerk on the 9 day of FEBRUARY, 2004.

I do further certify that the original of which the foregoing is a true copy, is entrusted to my care for safekeeping and that I am the keeper of the same.

I further certify that the vote of the Village Council on the motion to adopt said ordinance was as follows:

AYES: 6    NAYS: 0    ABSENT: 0    PASS: 0

BY WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Palatine this 12 day of MAY, 2004.

(S E A L)

Margaret R. Duer  
Margaret R. Duer  
Palatine Village Clerk

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**UNOFFICIAL COPY****REDEVELOPMENT AGREEMENT**

**THIS REDEVELOPMENT AGREEMENT** (this "Agreement"), is made and entered into as of the ninth day of February, 2004 ("Agreement Date") by and between the **VILLAGE OF PALATINE, ILLINOIS**, an Illinois municipal home rule corporation, located in Cook County, Illinois (the "Village"), and **HUMMEL DEVELOPMENT GROUP, LLC** (the "Developer"). (The Village and the Developer are sometimes referred to individually as a "Party" and collectively as the "Parties").

**RECITALS**

**WHEREAS**, the Village is a home rule unit of government in accordance with Article VII, Section 6, of the Constitution of the State of Illinois, 1970; and

**WHEREAS**, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise be in the best interests of the Village; and

**WHEREAS**, the Village 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; and

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**WHEREAS**, the Village, on June 14, 1999 adopted an Inducement Resolution relating to the proposed redevelopment of the downtown area of Palatine legally described on **Exhibit A** (hereinafter "Downtown" or the "Entire Redevelopment Project Area"); and

**WHEREAS**, the Village authorized the preparation of a report entitled Redevelopment Plan and Project by Kane, McKenna and Associates, Inc, dated September 1999 (the "Redevelopment Plan") concerning the redevelopment of the Downtown; and

**WHEREAS**, in accordance with the Act, the Village conducted a public hearing with respect to the Redevelopment Plan and the redevelopment of the Downtown at a meeting of the Village Mayor and the Village Council (the "Corporate Authorities") held on December 13, 1999; and

**WHEREAS**, as part of the study of the redevelopment of the Downtown, the Village found that the improvements in the Downtown suffer from the following factors: age, obsolescence, depreciation of physical maintenance, deterioration, inadequate utilities, excessive vacancies, deleterious land use or layout, excessive land coverage and lack of community planning; and

**WHEREAS**, to stimulate and induce redevelopment in the Downtown pursuant to the Act, the Village has adopted the following ordinances, after giving all notices required and after conducting the public hearings required by law:

1. Ordinance No. O-224-99, adopted December 13, 1999, titled "Ordinance Approving the Village of Palatine Cook County, Illinois, Downtown Area Project Area Development Plan and Project;
2. Ordinance No. O-225-99 adopted December 13, 1999, titled "Ordinance Designating the Village of Palatine, Illinois, Downtown Area Tax Increment Redevelopment Project Area";



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3. Ordinance No. O-226-99, adopted December 13, 1999, titled "Ordinance Adopting Tax Increment Financing for the Village of Palatine Downtown Area Tax Increment Redevelopment Project Area in the Village of Palatine, Cook County, Illinois"; and

4. Ordinance No. O-12-00 adopted January 24, 2000, titled "Ordinance Correcting Certain Scrivener's Errors in the Legal Description Attached as Exhibit A to Ordinance Nos. O-224-99, O-225-99 and O-226-99, of the Village of Palatine, Cook County, Illinois, Downtown Redevelopment; and

**WHEREAS**, the Developer represents and warrants to Village that Developer, and its principals, are skilled in the development and operation of mixed use commercial and retail developments 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; and

**WHEREAS**, the Developer desires to own and redevelop the Property; and

**WHEREAS**, on July 11, 2003, the Village prepared a request for proposal for the Property; and

**WHEREAS**, on September 24, 2003 in response to the replies to the Request for Proposal, the Village Council authorized the Village development consultant and staff to enter into negotiations with Developer for a redevelopment agreement for the Property; and

**WHEREAS**, the Developer filed an application for a Planned Development to seek approval to construct a mixed use commercial and residential development ("the Project"); and

**WHEREAS**, the Village has passed an ordinance, after giving all notices and conducting all public hearings required by law: Ordinance Number O-17-04 passed on February 9, 2004 which rezoned the property to P; Ordinance Number O-18-04 passed on February 9, 2004 which approved a planned development for the Property (the "Planned Development"); Ordinance

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Number O-19-04, which vacated portions of the rights of way for Railroad Avenue; and  
Resolution R-22-04, which granted final subdivision for the Property; and

**WHEREAS**, the Property is being developed as one zoning lot; and

**WHEREAS**, it is necessary for the successful completion of the Project (as defined in Article 2) that the Village enter into this Agreement with Developer to provide for the development of the Property, thereby implementing and bringing to completion a portion of the Redevelopment Plan; and

**WHEREAS**, Developer has been and continues to be unwilling to undertake the redevelopment of the Property but for certain tax increment financing ("TIF") incentives from the Village, which the Village is willing to provide under the terms and conditions contained herein; and

**WHEREAS**, the Village has determined that it is desirable and in the Village's best interests to assist Developer through the sale of bonds and in the manner set forth herein and as this Agreement may be supplemented and amended; and

**WHEREAS**, this Agreement has been submitted to the Corporate Authorities of the Village 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 Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law; and

**WHEREAS**, this Agreement has been submitted to the Manager of the Developer for consideration and review, the Members 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 Manager precedent to the

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execution of this Agreement have been undertaken and performed in the manner required by law.

NOW THEREFORE, in consideration of the foregoing and of 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 ONE

#### INCORPORATION OF RECITALS

The findings, representations and agreements set forth in the above Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this Article One, and constitute findings, representations and agreements of the Village and of the Developer according to the tenor and import of the statements in such Recitals.

### ARTICLE TWO

#### 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, including above in the recitals hereto and as follows:

**"Act"** means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5-11-74.4-1, *et seq.*

**"Agreement"** means this Redevelopment Agreement.

**"Bond Ordinance"** means an ordinance enacted by the Village authorizing the issuance of Bonds, from time to time, in one or more series and in accordance with this Agreement and on such other terms as are acceptable to the Village, in its sole discretion.

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**"Bonds"** means Tax Increment General Obligation Bonds, which shall be issued in accordance with the Bond Ordinance to provide net proceeds in amounts sufficient to pay the costs to be incurred by the Village in fulfillment of its responsibilities in this Agreement.

**"Change in Law"** means the occurrence, after the Effective Date, of an event described below, provided (i) such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement and (ii) such event is not caused by the Party relying thereon. Change in Law means any of the following: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation (other than by the Village); (ii) the order or judgment of any federal or state court, administrative agency or other governmental body; (iii) 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 services to be performed under this Agreement; or (iv) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village or with respect to those made by the Village, only if they violate the terms of this Agreement).

**"Closing"** means on or before April 2, 2004, which is the date on which Developer is to acquire title to the Property pursuant to the Real Estate Sale Provisions.

**"Corporate Authorities"** means the Village Mayor and Village Council of the Village of Palatine, Illinois.

**"Day"** means a calendar day.

**"Developer"** means Hummel Development Group, LLC, an Illinois Limited Liability Company, or any successor in interest thereof permitted pursuant to **Section 18.13** hereof. Developer is referred to as "Purchaser" in **Article Fifteen**.

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**"Final Plans"** means the final planned development plans approved by the Village Council on February 9, 2004 for the Project, which consists of the plans listed on **Exhibit F**.

**"Hummel Development Group, LLC"** means the Developer under this Agreement.

**"Off-Site Improvements"** means those certain off-site improvements to be constructed by Developer at its sole cost and expense and specifically set forth as such on **Exhibit G** attached hereto. The Off-Site Improvements shall include streetscape improvements pursuant to the Streetscape Improvement Plan attached as **Exhibit "N"**. Said Streetscape Improvements shall conform to the plans and specification for Slade Street attached hereto as **Exhibit "O"**. The Plum Grove Road right of way improvements contemplated between the railroad right of way and Wilson Street, as shown on **Exhibit "G"**, shall be made by Developer and the Village shall reimburse the Developer for design and improvement costs. In addition, the railwalk and parking lot improvements between Bothwell Street and Brockway Street as shown on **Exhibit "G"** shall be reimbursed to Developer as a TIF Eligible Expense.

**"Party"** means the Village and/or Developer and its successors and/or assigns as permitted herein, as the context requires.

**"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.

**"Project"** means the development, construction, financing, completion and operation of a nine (9) story residential building and two three (3) story mixed use retail and residential buildings, containing approximately 15,620 square feet of retail floor space, approximately 168,264 square feet of residential loft and condominium with approximately 112 residential units, with an additional approximately 71,730 square feet to provide approximately 178 to 183

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vehicular parking spaces inside the building and approximately 79 surface parking spaces, all in accordance with the Final Plans prepared by Tenaglia Architects and pursuant to the Planned Development ordinance and attached as **Exhibit "F"**.

**"Property"** means the approximately sixty three thousand two hundred sixty one (63,261) square foot parcel of land as that parcel is legally described on **Exhibit B**, upon which the Project will be implemented. The Property includes the properties previously known as the Helfrick property, the Durty Nellies property, the Mexico Uno Restaurant property, the Huberto Gonzalez property, the Burkhardt property and the Rudy Gonzalez property, all bounded by Wilson Street on the north, Bothwell Street on the west, Plum Grove Road on the east and Railroad Street on the south. The Property shall also include the use of right of way immediately adjacent to the Property as more clearly depicted on **Exhibit "C"**. The Property is sometimes referred to as the Redevelopment Project Area.

**"Real Estate Sale Provisions"** means those provisions set forth in **Article Fifteen** herein.

**"Redevelopment Plan"** means the "Redevelopment Plan" for the Downtown as defined in the Village Ordinance No. O-224-99.

**"Repurchase Closing Date"** means the date the Village takes title to the Property pursuant to the provisions of **Section 7.3**.

**"State"** means the State of Illinois.

**"TIF Ordinances"** means Ordinances No.'s O-224-99, O-225-99 and O-226-99 all adopted by the Village on December 13, 1999, and Ordinance O-12-00 adopted on January 24, 2000, as described in the Recitals to this Agreement.

**"Uncontrollable Circumstance"** means any event which:

- (a) is beyond the reasonable control of and without the fault of the Party relying thereon; and

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- (b) is one or more of the following events:
- (i) a Change in Law;
  - (ii) insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, nuclear incident, war or naval blockade;
  - (iii) epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions or other similar Act of God;
  - (iv) governmental condemnation or taking other than by the Village;
  - (v) strikes or labor disputes, other than those caused by the acts of Developer;
  - (vi) a shortage of materials not attributable to the Developer;
  - (vii) any IEPA delay which delays the remediation of the Property;
  - (viii) soils that are incapable of supporting the proposed structure as designed.

Uncontrollable Circumstance shall not include: (1) economic hardship or impracticability of performance (except as described under Change of Law), (2) commercial or economic frustration of purpose, (except as described under Change of Law), (3) unavailability of materials, strikes or labor disputes caused by the acts of Developer, or (4) a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

**"Village"** means the Village of Palatine, Illinois, an Illinois municipal corporation.

**"Village Engineer"** means the person so designated by the Village Manager as the Village Engineer.

**UNOFFICIAL COPY****ARTICLE THREE****CONSTRUCTION**

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 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 terms of this 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) In connection herewith concerning written directions or authorization in respect of the investment of any funds, notwithstanding any provision hereof to the contrary, such direction or authorization orally by telephone, other telecommunication or otherwise, confirmed in writing, including by telecopier/facsimile transmission, shall be appropriate and



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is hereby approved. Failure of the investing agent to actually receive such written confirmation shall not render invalid or ineffective any such oral direction or authorization.

(h) The Village Manager, 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 Village and with the effect of binding the Village 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 Village as having been properly and legally given by the Village.

(i) 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 Robert Hummel as its authorized representative 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 Developer and with the effect of binding Developer in that connection (such individual being an "Authorized Developer Representative"). Developer shall have the right to change its authorized Developer Representative by providing the Village with written notice of such change which notice shall be sent in accordance with **Section 18.2**.

**UNOFFICIAL COPY****ARTICLE FOUR****IMPLEMENTATION OF PROJECT**

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

**ARTICLE FIVE****DESIGNATION OF DEVELOPER**

The Village hereby designates Developer as the exclusive developer for the Property, subject to the terms of this Agreement and only so long as Developer is not in default of this Agreement after the expiration of all applicable cure periods. The Village hereby represents and warrants to Developer that the Village has taken all necessary actions and has complied with all requirements imposed by law including, but not limited to, the requirements of Section 5/11-74.4-4 (c) of the Act, required to be taken and met prior to the designation of Developer as the exclusive developer for the Property.

**ARTICLE SIX****DEVELOPER'S ACCESS TO THE PROPERTY**

Developer's rights to access the Property for preparation of Developer's desired due diligence, soil tests, demolition, a land survey and topographical survey and other required site preparation work has been set forth in a separate document entitled "License Agreement" by and between the Village and Developer (the "License Agreement"). The License Agreement shall be fully executed prior to Developer's entry on the Property, a copy of which is attached as Exhibit "D".

**UNOFFICIAL COPY****ARTICLE SEVEN****ACQUISITION OF THE PROPERTY**

7.1 **Acquisition of Property by Developer.** The Property is owned by the Village. The Village shall transfer title to the Property to the Developer subsequent to the latter to occur: full execution of this Agreement, adoption of the Final Planned Development Ordinance along with all other required land use ordinances necessary to construct the Project, and compliance with all applicable provisions of this Agreement. The Village shall transfer title to the Property to the Developer on or before April 2, 2004 subject to the above conditions being completed by Developer.

7.2 **Use of Plans.** If Developer does not exercise its development rights, or in the event of exercise by the Village of its rights under Section 7.3 hereof, Developer shall assign to the Village, or as the Village shall direct, all of its right, title and interest in the Preliminary and Final Plans for the Property which Developer does not develop. At the Closing, Developer shall deliver to the Village letters from the architect, engineer and all other consultants that have provided development services to the Developer that prepared the Preliminary and Final Plans permitting the Village or its assignee to use them, in accordance with this Section 7.2, without charge to complete the Project or redevelop the Property with any other plan or redevelopment. Developer shall be responsible to make the architect, engineer and other consultants whole.

7.3 **Repurchase by the Village.** If: (a) the Developer falls more than ninety (90) days behind the time schedule to complete the construction of the underground parking deck, to complete the foundations for all three (3) buildings, and to commence vertical construction of all three (3) buildings as set forth in Exhibit J, or (b) if no substantial work is proceeding on the underground parking deck and/or the foundations for all three (3) buildings for the Development for a period of ninety (90) days after the target date set forth in Exhibit J, then

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any of such events shall constitute a default hereunder, and thereafter the Village Manager may notify the Developer in writing that the Village demands return (the "Return") of the Property (the "Return Notice"). If Developer does not cure such default within ten (10) business days of receipt of the Return Notice, then within thirty (30) days after the Developer's receipt of the Return Notice, Developer shall convey the Property to the Village subject only to such exceptions as were recorded against the Property when the Property was conveyed to Developer and subject to any construction mortgage placed on the Property by Developer in conformance with the provisions of this Agreement ("Return Closing Date"), which loan shall be assumed or paid by the Village. Developer has warranted that it will not collect a Developer Construction Management fee until after the Village's right of repurchase expires. The Village shall not be required to pay for the return of said Property. Any mortgage encumbering the Property shall contain an express provision permitting such Return to the Village and an agreement of the Lender to release its lien on the Return Closing Date upon payment by the Village of the outstanding balance then due. In the event that there is an amount necessary to obtain releases of the construction loan or other liens, the Letter of Credit shall first be used to fully satisfy such amounts and if there are still balances payable on any such outstanding liens or encumbrances, the Developer shall pay the excess amount prior to the Return Closing Date. Failure to pay said amount by the Return Closing Date shall result in a draw on the Letter of Credit. Developer shall convey the property by special warranty deed, shall assume any costs for title insurance in the amount of the original purchase price and Developer and Village shall execute such other customary title documents as are commonly used in similar commercial transactions in the Chicago, Illinois metropolitan area.

All of Developer's obligations herein (including those set forth in **Articles 7, 9, 10, 14 and 15**), shall be documented by Developer, to the satisfaction of the Village prior to Closing.

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Failure of the Developer to comply with these terms and conditions shall constitute an Event of Default as defined herein.

## ARTICLE EIGHT

### VILLAGE COVENANTS AND AGREEMENTS

**8.1 Village's Redevelopment Obligations.** The Village shall have the obligations set forth in this **Article Eight** in connection with the Project. Notwithstanding the obligations of this **Article Eight**, this Agreement shall not constitute a debt of the Village within the meaning of any constitutional or statutory provision or limitation.

**8.2 Village Funding.** The Village shall issue Bonds to fulfill the Village's obligations under this **Article Eight** or shall identify alternative sources of funds. Upon sale of the Bonds, the funds in an amount sufficient to meet the Village's financial commitment shall be deposited with a trustee or escrow agent pursuant to an escrow or trust agreement in a form reasonably acceptable to Village, Developer and Developer's lender. The funds shall be disbursed in accordance with **Section 8.11**. At the Closing, the Village shall identify the sources of funds for the balance of the Village's obligations under this Agreement.

This agreement shall not constitute a debt of the Village within the meaning of any constitutions, statutory provision or limitation.

**8.3 Sale of Property.** The Village has previously acquired the Property. Subject to the Developer's satisfaction of the conditions set forth in this Agreement, the Village shall transfer title to the Property to the Developer. At Closing, Developer shall only be required to pay those costs set forth in **Article Fifteen**.

**8.4 Demolition of the Property.** The Developer shall undertake the demolition of all structures existing on the Property. Subject to Village approval of Developer's proposal for demolition, the Village, upon complete submittal of materials and an application for demolition

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by Developer, shall issue the demolition permit. Demolition may occur at any time pursuant to the License Agreement attached hereto as **Exhibit "L"**. Developer shall be entitled to reimbursement for the cost of demolition, upon receipt of evidence of paid invoices for the demolition.

**8.5 Remediation of the Property.** Upon completion of the demolition, the Village shall undertake further environmental investigation and remediation of the Property sufficient to obtain a Comprehensive No Further Remediation Letter from the IEPA, which shall be sufficient to allow Developer's Project to be constructed, in accordance with the Shaw ENCON/OWT Work Plan (formerly known as Envirogen) attached as **Exhibit "H"**. Remediation shall be completed by April 5, 2004. The Village shall obtain a Comprehensive No Further Remediation Letter from the IEPA. Developer acknowledges that the Village will use the IEPA Municipal Brownfields Remediation Grant to partially fund the remediation. The Village must conform to the IEPA process and timelines. Any delay by the IEPA will not constitute a default by the Village.

**8.6 Development Signage for the Property** Subsequent to execution of this Agreement and subsequent to planned development approval, but prior to conveyance of the Property to Developer, upon proper and complete permit application, the Developer shall have the right to install "Coming Soon" signage on the Property, designed, located and installed in a manner acceptable to the Village in conformance with the attached marketing signage plan attached hereto as **Exhibit "E"**.

**8.7 Retail Sales Generating Uses.** The Developer agrees that during the term of this Agreement, the primary business of the tenants to be located on the first floor of Buildings 2 and 3 shall be retail sales generating uses or restaurant uses.

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**8.8 Defense of TIF District.** In the event that any court or governmental agency, having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement, shall determine that this Agreement is contrary to law, or in the event that the legitimacy of the Entire Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the Village will, at its sole cost and expense, defend the integrity of the Entire Redevelopment Project Area and this Agreement. Developer will fully cooperate with the Village in connection with the foregoing, at no out-of-pocket cost to Developer, without reimbursement by the Village.

**8.9 Cooperation with Other Permits.** The Village agrees to cooperate with Developer in Developer's attempts to obtain all necessary approvals from any governmental or quasi-governmental entity other than the Village. The Village shall further promptly and expeditiously process and consider to the extent allowable under applicable law, any reasonable request of Developer for zoning and planned development approvals and for relief or variances from Village Zoning and Subdivision ordinances necessary for the construction of the Project.

**8.10 Certificate of Completion.** Within thirty (30) days after written request from Developer and after Developer has provided all required waiver of liens and sworn statements necessary to comply with the Illinois Mechanics Lien Act and has complied with all Village codes and with the obligations of this Agreement with respect to the construction of the Project, the Village shall deliver a certificate of completion and satisfaction of all construction terms, covenants and conditions contained in this Agreement or, if not complete or satisfied, what deficiencies exist.

**8.11 Cash Payment.** Subject to the Village's sale of bonds, the Village shall reimburse Developer the sum of Five Million Six Hundred Thousand and 00/100 Dollars (\$5,600,000.00) for public improvements, site preparation and other TIF eligible expenses. Said amount shall be

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deposited into an escrow account subject to escrow instructions to be agreed to between the Parties. There shall be four (4) distributions to Developer for TIF Eligible Expenses from the cash escrow. The amount of each cash escrow distribution to be made from Village TIF Funds to the Developer shall be one million four hundred thousand (\$1,400,000.00) dollars payable as follows: 1) the first distribution shall occur upon completion of the foundation for the first building; 2) the second distribution shall occur upon completion of the shell and core for the first building; 3) the third distribution shall occur upon completion of the foundation for buildings two and three; 4) the fourth and final distribution shall occur upon completion of the shell and core of buildings two and three. Developer shall submit receipts to establish that the costs are TIF eligible under the Act.

**8.12 Insurance by Village for Environmental Remediation.** The Village shall cause Shaw ENCON/OWT to obtain insurance to cover any damages to the Property, which insurance policy shall name Developer as an additional insured.

**8.13 Easement for Use of Ground Under Village Right of Way.** The Village shall grant an easement to the Developer for use of that underground portion of the right of way as shown on the approved Final Plans (specifically, the approved final engineering plans) for use as an underground parking deck. The Developer shall be required to maintain said easement property such that the surface of the right of way shall be used as a village public street capable of accommodating typical vehicular and truck traffic. The structure supporting the village public street shall meet, as a minimum, the American Association of State Highway and Transportation Officials ("AASHTO") HS 20 standards for weight bearing bridges. The easement shall be subject to accommodation of underground public utilities, as more specifically shown on the Final Plans (specifically the final engineering plans) and also subject to an Easement Agreement to be negotiated between the Parties, the terms of which shall



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include maintenance and operational duties and responsibilities, as well as minimum weight bearing standards.

## ARTICLE NINE

### DEVELOPER'S COVENANTS AND AGREEMENTS

9.1 **Developer's Redevelopment Obligations.** Developer shall have the obligations set forth in this **Article Nine** for the development, construction, financing, completion and furtherance of the Project.

9.2 **Accept Title to the Property.** The Developer hereby agrees to accept legal title to the Property, at Closing, at no cost to the Developer subject to **Article Fifteen** expenses and subject to the restrictions contained in the title policy. Prior to Closing, Developer shall provide to the Village a License Agreement authorizing the Village to complete its remediation duties under the terms of this Agreement. Said License Agreement is attached hereto as **Exhibit "M"**.

9.3 **Permit Application Deadlines** By February 23, 2004, Developer shall have applied for (and made all submittals requirements in conformance with Village codes) a building foundation permit as shall be necessary to construct the foundation for the buildings to be constructed on the Property. By May 25, 2004, Developer shall have applied for (and made all submittal requirements in conformance with Village codes) all building permits, curb-cut permits and other necessary land use and construction approvals as shall be necessary or appropriate to construct the Project in accordance with the Final Plans, except for the portion of the Project to be located under Wilson Street, which shall be applied for no later than June 28, 2004. Developer shall proceed with the application for permits and construction of the Project on the Property in accordance with the schedule set forth in **Exhibit J** hereto.

9.4 **Construction Financing Deadline** No later than April 2, 2004, and as a condition precedent to the Village's obligation to close, the Developer shall demonstrate to the Village's

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satisfaction that Developer has sufficient funds to pay the cost of the Project and any other obligations of Developer hereunder relating to the Property. Prior to Closing, Developer shall obtain a binding commitment, in form and content that is typical in the industry, for construction financing for the Developer's Project ("Construction Loan") to be constructed and shall provide to Village in accordance with the terms hereof and the Final Plans, and shall furnish evidence of such commitment to the Village by April 2, 2004.

**9.5 Project Development Budget.** Developer shall submit to the Village the project development budget approved by the construction lender when available but not later than seven (7) days prior to Closing. The Developer agrees that the Village will be provided a reasonable opportunity to meet with the construction lender if requested by the Village.

**9.6 Letter of Credit, Permits and Other Security Prior to Commencement of Construction.**

Prior to Closing, Developer shall provide to Village evidence that: (i) all zoning ordinances and resolutions have been obtained; (ii) the Lender has approved the budget for the Project, (iii) the Developer has a completely executed financing commitment. As a condition to the Village issuing a site development permit for the Project, Developer shall deliver to Village an unconditional irrevocable letter of credit in the amount of Two Million Six Hundred Thousand and 00/100 (\$2,600,000.00) Dollars in form and substance acceptable to Village (the "LOC") which LOC may be drawn on by Village upon the occurrence of a Penalty Event as defined in **Exhibit J**. One Million Six Hundred Thousand and 00/100 (\$1,600,000.00) Dollars of the letter of credit shall be released at the time that the Village certifies the completion of the foundation of all three (3) buildings. Six Hundred Thousand (\$600,000.00) Dollars of the letter of credit shall be released at the time that the Village certifies the completion of the shell and core of the last of Buildings 1, 2 and 3. Three Hundred Thousand (\$300,000.00) Dollars of the letter of credit shall be released at the time that the Village certifies that the Project is complete. For purposes of this

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**Section 9.6** completion shall be deemed to occur upon the issuance of a final certificate of occupancy for the last unit in Buildings 1, 2, and 3. The balance of the letter of credit shall be released upon the completion of the one-year maintenance period as required under the Village Code.

**9.7 Timing of Developer's Obligations.** Developer covenants and agrees to construct or cause to be constructed the Project on the Property at the times set forth on **Exhibit J** hereto and otherwise as required herein, subject however, to Uncontrollable Circumstances.

**9.8 Usage of Proposed Building.** The Developer shall lease or sell the commercial space of the proposed building to tenants or buyers whose uses generate sales tax as a principal part of the business.

**9.9 Compliance with Applicable Laws.** Developer warrants that it shall at all times acquire, install, construct, operate and maintain the Project in 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 codes, life safety codes, property maintenance codes and any other applicable codes and ordinances of the Village as more specifically set forth in **Article Eleven**. Village shall not enact any law, ordinance, rule or regulation (or amendment thereto) which would have the effect of increasing Developer's obligations hereunder, including an increase in the cost of the Project, unless said law, ordinance, rule or regulation is one of general applicability to all the property in the Village.

**9.10 No Default.** The Developer shall not be in default under this Agreement or be in default under any agreement with its tenants or any other party in connection with the development of the Property, which default has not been cured after the giving of proper notice thereunder and

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all rights to cure have lapsed. Failure to comply with this term renders the Developer in default of this Agreement, subject to Developer's right to cure under this Agreement.

**9.11 Progress Meetings.** Developer shall meet with the Village Council and Village staff and make presentations to the Village Council and Village staff as reasonably requested by the Village Manager in order to keep the Village apprised of the progress of the development.

**9.12 Authorized Representative.** Subject to the provisions thereof, Developer has designated in Article Three (i) a representative with full power and authority to meet with Village staff for purposes of coordinating and implementing obligations of the Parties under this Agreement.

**9.13 Real Estate Tax Payments.** Developer and successor owners agree to pay 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 Village upon request.

**9.14 Tax Exempt Status.** Consistent with its covenant in Section 10.7, 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 Entire Redevelopment Project Area expires or an earlier date if agreed by the Village and Developer.

**9.15 Real Estate Tax Challenges.** Developer and subsequent owners agree not to challenge, contest or seek reduction in the tax assessment during the life of the TIF Fund below the equalized assessed valuations prepared by S.B. Friedman and Company, attached as Exhibit "K" ("EAV"); the result of which would or is to reduce the assessed value of the Property below the estimated assessed values for the Property as set forth on Exhibit "K". If any tax assessment challenged by Developer or its successors or assigns results in the assessed value of the

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Property dropping below the EAV for a particular year, Village may draw on the LOC to make up the resulting lost real estate taxes.

**9.16 Sale Contracts.** All sales contracts and leases shall be made subject to the terms of this Agreement.

**9.17 MWRD Fees.** Developer shall be responsible for paying the MWRD TIF service fees in connection with its development.

**9.18 Fees and Expenses.** Developer shall pay all Village imposed fees, including but not limited to permit, inspection, review, tap-on, school and park impact fees, and storm water drainage fees that are assessed on a uniform basis throughout the Village and are of a general applicability to all other property in the Village. Said payments shall be made as directed by the applicable Village code or policy.

In addition, Developer shall pay an "art amenity fee" of \$100/per residential dwelling unit based on the number of residential dwelling units approved in the final Planned Development Ordinance. The "art amenity fee" for each residential unit will be paid in its entirety at the Closing for the Property.

Developer's failure to pay the fees and expenses described in this Section 9.18, or elsewhere in this Agreement, shall constitute an Event of Default hereunder. Without waiving its rights against Developer, the Village may be reimbursed for said fees and expenses to the extent they are eligible costs out of the Special Tax Allocation Fund.

**9.19 Loan Agreement.** Prior to issuance of a certificate of occupancy for the Project and the Project opening for business, Developer shall not use the Property as collateral for anything other than the cost of constructing the Project. Developer's Loan Agreement shall expressly provide that the amount of said Loan may not be increased without the consent of the Village.

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2-12-04 Final Execution

**9.20 Roof Antennas.** The Village reserves the right to place antennas, satellite dishes and/or other similar telecommunications equipment on the roof of the tallest building in the Project, in quantity, size and location acceptable to the Village, in the Village's sole and absolute discretion. The Village shall also have a right to: (i) install and maintain wires, cables, conduits and pipes either within, over, under or along the building and (ii) to have unrestricted access to the rooftop of the building. Any such installation shall be at Village's cost. Developer shall provide, in its construction drawings, sufficient provision for the installation of said antennas, satellite dishes, and/or other similar telecommunications equipment based upon the plans and specifications provided to Developer by the Village for the Village's telecommunications equipment.

Subject to the Illinois Condominium Act (if the Project is made subject to the Illinois Condominium Act), in the event the Developer receives a request from a third party to locate antennas, satellite dishes or other similar telecommunications equipment on the roof of any of the buildings in the Project, then the Developer agrees to notify the Village within ten (10) days following any such written request or proposal from a third party telecommunications carrier. Any one-time payments or monthly and/or annual rental amounts or other such revenue received by Developer for locating said antennas and/or satellite dishes or other similar telecommunications equipment on the rooftop of the building shall be shared equally between the Developer and the Village.

All antennas and satellite dishes and/or other similar telecommunications equipment shall conform to the Village Code of Ordinances. The terms of this **Section 9.20** shall not be subject to amendment, modification or repeal by any property owners' association or condominium association declarations of covenants, conditions and restrictions of record.

**UNOFFICIAL COPY****ARTICLE TEN****ADDITIONAL COVENANTS OF DEVELOPER**

**10.1 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 authorized to do business in Illinois, so long as Developer maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.

**10.2 Construction of Project.** Developer shall diligently pursue obtaining all required permits and Developer shall cause construction of the Project on the Property to be prosecuted and completed pursuant to the schedule set forth on Exhibit J with due diligence, in good faith and without delay, subject to Uncontrollable Circumstances and the other provisions of this Agreement. Neither Developer, nor any entity in which Developer has an interest, shall be paid any developer construction management fee or other fees from the proceeds of the Construction Loan for the Property, but shall be permitted to be paid a developer construction management fee upon completion of the building and after Developer is issued a certificate of occupancy.

**10.3 Indemnification.** Developer (use of the term "Developer" herein includes permitted successors and assigns), agrees to indemnify, defend and hold the Village Mayor, Village Council Members, Village Manager, officers, agents and employees (hereinafter "Indemnified Parties") harmless from and against any losses, costs, damages, liabilities, claims suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the Indemnified Parties which are caused as a result of:

a. the failure of Developer to comply with any of the terms, covenants or conditions of this Agreement which Developer is obligated to comply with; or

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- b. the failure of Developer or any of Developer's contractors to pay contractors, subcontractors or materialmen in connection with the Project; or
- c. material misrepresentations or omissions of Developer relating to the Project, financials or this Agreement which are the result of information supplied or omitted by Developer or by its agents, employees, contractors or persons acting under the control or at the request of Developer; or
- d. the failure of Developer to cure any material misrepresentations or omissions of Developer in this Agreement relating to the Project within the applicable cure provisions of this Agreement; or
- e. any claim or cause of action for injury or damage brought by a third party arising out of the construction or operation of the Project by Developer; or
- f. any violation by Developer of local ordinance, state or federal laws, in connection with the offer and sale of interests in the Developer or any part of the Project.
- g. The occurrence of an Event of Default by Developer.

The provisions of this **Section 10.3** shall not apply to a loss which arises out of (in whole or in part) intentional misconduct providing this information on the part of any Indemnified Party, but only to the extent that such Indemnified Parties' misconduct or negligence or misinformation contributed to the loss, or that the loss is attributable to such Indemnified Parties' misconduct or negligence or misinformation.

**10.4 Insurance.** Seven (7) days prior to Closing, Developer (or Developer's contractor) shall deliver to the Village, at Developer's cost and expense, insurance required to be carried by Developer pursuant to **Article Fourteen**. The Village and the company retained by the Village to perform the remediation work on the Property shall be named as additional insured parties on Developer's insurance policies.



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**10.5 Further Assistance and Corrective Instruments.** The Village 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 Village's sound legal discretion.

**10.6 No Gifts.** Developer covenants that no officer, member, manager, stockholder, employee or agent of Developer, or any other person connected with Developer, has made, offered or given, either directly or indirectly, to the Mayor, any Council member, or any officer, employee or agent of the Village, or any other person connected with the Village, 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 Village.

**10.7 Conveyance.** In recognition of the nature of the Project and the Village's projections of the need for incremental tax revenues to finance Redevelopment Project Costs, in accordance with the Act, during the life of the TIF consistent with its covenants in **Sections 9.14**, Developer shall not knowingly undertake to convey the Property to persons whose ownership and use of such Property will cause it to be exempt from payment of property taxes, and will impose in the deed conveying all or any portion of the Property, a prohibition against granting such conveyance consistent with the covenants in **Sections 9.14**.

**10.8 Disclosure.** Concurrently with execution of this Agreement, Developer shall disclose to the Village the names, addresses and ownership interests of all Persons that comprise Developer, including all members of the limited liability company. The Developer shall disclose the same information to the Village at Closing. At the time of execution of this Agreement and prior to Closing, no change shall be made in the persons comprising Developer or in their ownership interests without the consent of the Village. All changes made in the persons

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comprising Developer or in their ownership interests shall be disclosed to the Village during the term of this Agreement.

**10.9 Open Book Project.** Developer's Project shall be an "open book" project meaning that Developer and the general contractor (or contractors, if more than one) will assure continuing access to the Village'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 Developer's Project. The foregoing Village review rights shall terminate one (1) year after the issuance of the final certificate of occupancy with respect to costs for the Developer's Project, unless the Developer has failed to make available any such books and/or records requested in writing by the Village. Developer shall provide to the Village copies of any partnership, limited liability operating agreements or joint venture agreements pertaining to the Developer Property to which the Developer is a party; provided that the Developer may, (if Developer has previously provided the Village 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 Village and not since changed in form or substance and the Village 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 Village shall be an Event of Default. Developer shall exercise prudence and good faith in attempting to contract with persons or entities who are reputable and experienced in their respective areas for the provision of services or material for the design and construction of Developer's Project at costs not in excess of market rates. The Village agrees that the Developer may designate within its discretion the general contractor (or general contractors) for Developer's Project. The general contractor (or general contractors) designated by Developer shall be experienced and reputable.

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**10.10 Assignment of Agreement** This Agreement is not assignable except for Permitted Transfers (as hereinafter defined), until completion of the Project. Notwithstanding anything in this **Section 10.10**, no part of this **Section 10.10** shall require the Village's consent to the collateral assignment hereof to Developer's construction lender or permanent lender, if required thereby or to a Permitted Transfer. Subsequent to completion of the Project, Developer shall give notice of any proposed assignment to the Village, and the Village Council shall have thirty (30) days to accept or reject such assignee in its reasonable discretion.

**10.11 No Transfer or Additional Encumbrances**. No portion of the Project shall be transferred or conveyed (other than Permitted Transfers).

#### **ARTICLE ELEVEN**

##### **ADHERENCE TO VILLAGE 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 Village and all other germane codes and ordinances of the Village in effect on the date that an application for the first full building permit for the Project is filed, unless otherwise mandated by State law. Developer has examined and is familiar with and agrees that its development of the Project shall be performed in accordance with all the covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental regulations and land use regulations, codes, ordinances, federal, state and local ordinances affecting the Project.

#### **ARTICLE TWELVE**

##### **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:

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**12.1 Organization and Authorization.** Developer is an Illinois Limited Liability Company authorized to do business in Illinois 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. 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 materially and adversely affect the ability of Developer to proceed with the construction and development of the Project.

**12.2 Non-Conflict or Breach.** 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 results 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 Developer (with Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which Developer or any of its partners or venturers is now a party or by which Developer or any of its partners or its 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 venturers under the terms of any instrument or agreement to which Developer, any related party or any of its partners or venturers is now a party or by which Developer, any related party or any of its venturers is bound.

**12.3 Location of Project.** The Project will be located entirely within the Property.

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**12.4 Financial Resources.** Developer and any Affiliate to which portions of this Agreement are assigned has sufficient financial and economic resources to implement and complete Developer's obligations contained in this Agreement.

**12.6 Limit on Use of Land as Security.** Developer's right to use the land as security for financing purposes shall be subject to the restrictions contained in this Agreement. Violation of this covenant shall constitute an Event of Default.

### **ARTICLE THIRTEEN**

#### **REPRESENTATIONS AND WARRANTIES OF THE VILLAGE.**

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

**13.1 Organization and Authority.** The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois, is a home rule unit of government, and has all requisite corporate power and authority to enter into this Agreement.

**13.2 Authorization.** The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary corporate action on the part of the Village, (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement, and (iii) 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 Village is subject.

**13.3 Litigation.** To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the Redevelopment Project Area in any court or

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before any governmental authority which involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

**13.4 Connections.** The Village hereby agrees to permit the connection of all water lines, sanitary and storm sewer lines or Village utility lines existing or constructed in the Property or near the perimeter of the Property as set forth on the Final Plans, provided that Developer complies with all requirements of general applicability promulgated by the Village for such connections. Village shall grant utility easements as may be necessary or appropriate to accommodate the utilities shown on the Final Plans.

#### **ARTICLE FOURTEEN**

##### **LIABILITY AND RISK INSURANCE.**

**14.1 Liability Insurance Prior to Completion.** Seven (7) days prior to Closing, Developer (or Developer's contractor) shall procure and deliver to the Village, at Developer's (or such contractor's) cost and expense, and shall maintain in full force and effect until each and every obligation of Developer contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and, during any period of construction, contractor's liability insurance and worker's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than Two Million and no/100 Dollars (\$2,000,000.00) each occurrence and Five Million and no/100 Dollars (\$5,000,000.00) total. All such policies shall be in such form and issued by such companies as shall be acceptable to the Village to protect the Village and Developer against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project on the Property, or the construction and improvement thereof by Developer. Each such policy shall name the Village as an additional insured and shall contain an affirmative statement by the issuer that it will give written notice to the Village at least thirty (30) days prior to any cancellation or

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amendment of its policy. Developer may satisfy its insurance obligations in this **Article Fourteen** by way of a blanket policy or policies which includes other liabilities, properties and locations having a general policy aggregate of at least \$20,000,000.00. Developer shall provide to the Village a replacement certificate not less than 30 days prior to expiration of any policy.

**14.2 Builder's Risk Prior to Completion.** Prior to completion of the construction of the Project on the Property, as certified by the Village, Developer shall keep in force at all times builders risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Project (including on-site stored materials), all as to work by Developer. Such insurance policies shall be issued by companies satisfactory to the Village. All such policies shall contain a provision that the same will not be canceled or modified without prior thirty-(30) day written notice to the Village.

## **ARTICLE FIFTEEN**

### **REAL ESTATE SALE PROVISIONS**

**15.1 As Is Purchase.** This Agreement is an arms-length agreement between the parties. Except as expressly provided herein to the contrary, the Purchase Price was bargained on the basis of an "AS IS, WHERE IS" transaction and reflects the agreement of the parties that there are no representations, disclosures, or express or implied warranties, except for any representations of Village to Purchaser set forth in this Agreement.

Subject to the terms of this Agreement, Purchaser is purchasing the Property, and, except as set forth herein, the Property shall be conveyed and transferred to Purchaser, "AS IS, WHERE IS, AND WITH ALL FAULTS," and specifically and expressly without any warranties or guaranties, either express or implied, of any kind, nature or type whatsoever from or on behalf of Village. Without limiting the generality of the foregoing except as set forth herein,

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Village HAS NOT MADE, AND DOES NOT AND WILL NOT MAKE WITH RESPECT TO THE PROPERTY, ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, BUILDABILITY, MORTGAGEABILITY OR MARKETABILITY OF THE PROPERTY, OR THE PRESENCE OF HAZARDOUS MATERIALS THEREIN, THEREON, OR THEREUNDER WHICH WARRANTIES ARE HEREBY DISCLAIMED. Except as otherwise provided in this Agreement, Purchaser has had, and will have pursuant to this Agreement, an adequate opportunity to make such legal, factual and other inquiries and investigations as Purchaser deems necessary, desirable or appropriate with respect to the Property. Such inquiries and investigations of Purchaser shall be deemed to include, but shall not be limited to, the physical condition of the Property, the suitability of the Property for the Intended Use (as defined below), such state of facts as an accurate survey and inspection of the Property would show, and all zoning and other codes, ordinances and regulations of any governmental entity applicable to the ownership, maintenance or operation of the Property.

#### 15.2 Purchase Price.

a. The Village shall transfer title to the Property at no cost to Developer, except closing costs, as part of the TIF eligible expenses for the Project.

#### 15.3 Title.

a. Title Commitment; Title Policy. Within thirty (30) days after the date hereof, Village shall cause to be furnished to Purchaser a commitment for an ALTA Form B Owner's Policy of Title Insurance ("Commitment") issued by Chicago Title Insurance Company ("Title Company"), covering the Property, together with true and legible copies of all documents creating



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or establishing easements, restrictions, and other items referred to as exceptions in Schedule "B" and Schedule "C" of the Commitment ("Title Documents") and an ALTA Survey for the Property.

b. **Objections.** Purchaser shall have thirty (30) days following receipt of the Commitment, Title Documents and Survey to review the Commitment, Title Documents and Survey and to provide to Village in writing a specific list of Purchaser's objections to any of them ("Title Objections"). Any item constituting an encumbrance upon or adversely affecting title to the Property (except for Consensual Liens) which is not objected to by Purchaser in writing by such time shall be deemed approved by Purchaser and shall constitute a Permitted Exception (as hereinafter defined). Any mortgages, security interests, financing statements, or any other lien recorded against the Property following the Agreement Date with the consent or acquiescence of Village are collectively referred to as the "Consensual Liens" and none of such Consensual Liens shall constitute, be or become Permitted Exceptions. Village shall cause all Consensual Liens to be paid and discharged in full at Closing and in the event Village fails to do so, Purchaser shall have the right to deduct and apply so much of the Purchase Price as is reasonably required to do so. The phrase "Permitted Exceptions" shall mean those exceptions to title set forth in the Commitment, Title Documents and Survey and accepted or deemed approved by Purchaser pursuant to the terms hereof except Consensual Liens as provided above, which shall not constitute Permitted Exceptions and those matters set forth on **Exhibit "I"** hereto.

c. **Cure.** Village shall have the right, but not the obligation for a period of twenty-one (21) days after receipt of Purchaser's Title Objections (the "Cure Period"), to cure (or commit to cure at or prior to Closing) by delivery of written notice thereof to Purchaser within the Cure Period any or all Title Objections contained in Purchaser's notice. If any such Title Objections are not cured (or, if reasonably capable of being cured, Village has not committed to cure same at or prior to Closing) within the Cure Period, or if Village sooner elects not to cure such Title Objection by

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written notice to Purchaser, Purchaser shall have until the earlier of the expiration of the Cure Period or five (5) days after the receipt of such written notice within which to give Village written notice that Purchaser elects either (i) to waive all such uncured objections (in which case the uncured objections shall become Permitted Exceptions); or (ii) terminate this Agreement. If Purchaser does not deliver such written notice within the above period, Purchaser shall be deemed to have waived its objections and all uncured Title Objections shall be Permitted Exceptions (except Consensual Liens, which shall not constitute Permitted Exceptions). If Purchaser terminates this Agreement in accordance with the foregoing, this Agreement shall immediately and automatically terminate, and neither party shall have any further obligations to the other hereunder (except any obligations, which this Agreement provides survive termination).

#### 15.4 Closing Deliveries.

a. Village. Closing shall occur on April 2, 2004, provided all the conditions precedent described in this Agreement have been satisfied. At Closing, Village shall deliver or cause to be delivered to Purchaser, in form and substance reasonably acceptable to Purchaser, each of the following documents applicable to the phase being conveyed:

- i. Deed. Special Warranty Deed conveying the Property to Purchaser (or Purchaser's Permitted Assignee) free and clear of all liens, claims and encumbrances except for the Permitted Exceptions.
- ii. Possession. Exclusive possession of the Property shall be conveyed.
- iii. Title Policy. At Closing, Village shall provide Purchaser with an ALTA Form B Owner's Policy of Title Insurance for the Property, dated as of the date of the Closing, in the amount of the Purchase Price, insuring title to be in Purchaser (or Purchaser's Permitted Assignee) in indefeasible fee simple, subject to no exceptions other

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than Permitted Exceptions with extended coverage (the "Title Policy"). Village shall pay the additional premium charged for extended coverage, however, Purchaser shall pay for any endorsements required by Purchaser or its Lender.

iv. **Closing Statement.** A Closing Statement conforming to the prorations and other relevant provisions of this Agreement.

v. **Entity Transfer Certificate.** An Entity Transfer Certification confirming that the Village is a "United States Person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

vi. **Other.** Such other documents and instruments as may reasonably be required by the Title Company as necessary to consummate this transaction and to otherwise effect the agreement of the parties hereto and not inconsistent with the terms of this Agreement, including but not limited to: (1) an Affidavit of Title, and (2) an A.L.T.A. Statement.

b. **Purchaser.** At Closing, Purchaser shall deliver or cause to be delivered to Village the following, in form and substance reasonably acceptable to Village:

i. **Closing Statement.** At the Closing, a Closing Statement conforming to the proration and other relevant provisions of this Agreement.

ii. **Corporate Resolutions/Authorizations.** Such corporate, partnership, limited liability company and/or limited partnership resolutions and authorizations reasonably satisfactory to the Title Company evidencing Purchaser's authority to enter into and

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consummate this transaction and the acceptance of the conveyance of the Property, pursuant to this Agreement.

- iii. Other. Such other documents and instruments as may reasonably be required by the Title Company to consummate this transaction and to otherwise effect the agreement of the parties hereto and not inconsistent with the terms of this Agreement.

15.5 Prorations and Adjustments. The following shall be prorated and adjusted between Village and Purchaser at the Closing, except as otherwise specified:

- a. Village will pay the basic premium for the Title Policy and any premiums for extended coverage; one-half of the escrow fee and New York closing fee charged by the Title Company; the costs to prepare the Deed; the costs to obtain, deliver, and record releases of all liens to be released at Closing; the costs to record all documents to cure Title Objections agreed to be cured by Village; the costs to obtain the Survey; the cost of state and county transfer stamps, if any, and Village's expenses and attorney's fees. Purchaser will pay one-half of the escrow fee and New York closing fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Village's expense; the costs of any work required by Purchaser to have the Survey reflect matters other than those required under this Agreement; the costs to obtain financing of the Purchase Price, including the incremental premium costs of mortgagee's title policies and endorsements and deletions required by Purchaser or Purchaser's lender; and Purchaser's expenses and attorney's fees. All assessments, general or special, which are due and payable in arrears after the Closing, and assessments for improvements completed prior to such Closing but payable after such Closing shall be prorated at such Closing based on each party's period of ownership. Ad valorem real estate taxes for the Property will be prorated at 105% of most current available assessed value, equalization factor and

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tax rate between Purchaser and Village as of the Closing Date. Village's portion of the prorated taxes will be credited to Purchaser at closing as an adjustment to the Purchase Price. If the assessment(s) for the year of closing and/or prior years are not known at the Closing Date, the prorations will be based on taxes for the previous tax year. Village will promptly notify Purchaser of all notices of proposed or final tax valuations and assessments that Village receives after the Contract Date and prior to such Closing. If this sale or Purchaser's use of the Premises after such Closing results in the assessment of additional taxes for periods prior to Closing, Purchaser will pay the additional taxes. All taxes due as of such Closing will be paid at such Closing. Such other items that are customarily prorated in transactions of this nature, if any, shall be ratably prorated.

For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property on the Closing Date. All such prorations shall be made on the basis of the actual number of days of the year and month, which shall have elapsed as of such Closing Date. The amount of the ad valorem real estate tax proration shall be adjusted in cash after such Closing as and when the final tax bill for such period(s) becomes available. Village and Purchaser agree to cooperate and use their diligent and good faith efforts to make such adjustments no later than thirty (30) days after such information becomes available.

## ARTICLE SIXTEEN

### EVENTS OF DEFAULT AND REMEDIES.

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

- a. 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 Village 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

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constitute an Event of Default only if Developer does not remedy the default, within fifteen (15) days after written notice from the Village.

b. Default by Developer 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 Developer; 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 Developer, 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.

c. Default by Developer 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 Developer, 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. Notwithstanding anything herein to the contrary, in the event a "Default Date" as defined in **Exhibit J** is missed, the Village may immediately draw on the LOC, without rights of Developer to cure.

d. 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 sixty (60) consecutive days.

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- e. 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.
- f. Failure to have funds to meet Developer's obligations.
- g. Failure to renew or extend the LOC referenced in Section 9.6 thirty (30) or more days prior to its expiry (in which event the Village may draw the full amount of the LOC).
- h. Sale, assignment, or transfer of the Project except in accordance with this Agreement.
- i. Change in the Developer (other than to Permitted Transferee).
- j. 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) days for any reason other than Uncontrollable Circumstances.
- l. Developer fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement. 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.
- m. A representation or warranty of Developer is not true for a period of fifteen (15) days after written notice from the Village.

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**16.2 Village Events of Default.** The following shall be Events of Default with respect to this Agreement:

a. if any material representation made by the Village 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 Village does not remedy the default, within fifteen(15) days after written notice from Developer.

b. default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village; provided, however, that such default or breach shall constitute an Event of Default if the Village does not, within fifteen (15) days after written notice from Developer, initiate and diligently pursue appropriate measures to remedy the default.

c. default by the Village 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 Village, commences cure within fifteen (15) days after written notice from Developer and in any event cures such default within sixty (60) days after such notice, subject to Uncontrollable Circumstances.

d. failure to have funds to meet the Village's obligations.

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

a. The defaulting party shall, upon written notice from the non-defaulting party, 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, except for circumstances contemplated under **Section 16.1-a**, action is not taken or not diligently pursued,



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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 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.

b. In case the Village 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, Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village shall continue as though no such proceedings had been taken.

c. In the case of an Event of Default by Developer, in addition to any other remedies at law or in equity, the Village shall be relieved of its obligations under this Agreement, including but not limited to its obligations to accord Developer, "exclusive" developer status as set forth in **Article Five**.

d. In the event a "Default Date" as defined in **Exhibit J** is missed, the Village may immediately draw on the LOC, without rights of Developer to cure.

**16.4 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. The Village's duty to pay shall be subject to the Illinois Prompt Payment Act.

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**16.5 No Waiver by Delay or Otherwise.** Any delay by either 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 neither party should 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.

**16.6 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.

#### **ARTICLE SEVENTEEN**

##### **EQUAL EMPLOYMENT OPPORTUNITY**

**17.1 No Discrimination** Developer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex or national origin. To the fullest extent permitted by law, Developer will take affirmative action to ensure that applicants are employed and treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

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Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this nondiscrimination clause.

**17.2 Advertisements** Developer will, 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.

**17.3 Contractors.** Any contracts made by Developer with any general contractor, agent, employee, independent contractor or any other Person in connection with Developer's Project shall contain language similar to that recited in Sections 17.1 and 17.2 above.

## ARTICLE EIGHTEEN

### MISCELLANEOUS PROVISIONS.

**18.1 Cancellation.** In the event prior to Closing, Developer or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Redevelopment Plan, including Developer's duty to build 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 Village 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 Redevelopment Plan or the covenants and agreements or rights and privileges of Developer or the Village, 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 prior to Closing. If the Village terminates this Agreement pursuant to this Section 18.1, to the extent it is then appropriate, the Village, at its option, may also terminate its duties, obligation and liability under all or any related documents

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and agreements. In the event of any termination/cancellation, the letter of credit shall be released to the Developer.

**18.2 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: (a) personal service, (b) electronic communications, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village: Village of Palatine  
200 E Wood Street  
Palatine, IL 60067  
Attn: Village Clerk

With a copy to: Village of Palatine  
200 E Wood Street  
Palatine, IL 60067  
Attn: Village Manager

With a copy to: Schain, Burney, Ross & Citron, Ltd.  
222 N. LaSalle Street, Suite 1910  
Chicago, IL 60601  
Attn: Robert C. Kenny

If to Developer: Hummel Development Group, L.L.C.  
601 E. Burnett Road  
Island Lake, IL 60061  
Attn: Robert Hummel

With a copy to: Richards, Ralph & Schwab Chartered  
175 E. Hawthorn Parkway  
Suite 345  
Vernon Hills, IL 60061  
Attn: Alan Richards

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 (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice,

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demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

**18.3 Time of the Essence.** Time is of the essence of this Agreement.

**18.4 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.

**18.5 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

**18.6 Recordation of Agreement.** The Parties agree to record this Agreement in the appropriate land or governmental records.

**18.7 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.

**18.8 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**18.9 Entire Contract and Amendments.** This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and Developer, and may not be modified or amended except by a written instrument executed by the Parties hereto.

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**18.10 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 persons other than the Village and Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

**18.11 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.

**18.12 Cooperation and Further Assurances.** The Village and Developer each covenants and agrees 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 Village or 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.

**18.13 Successors in Interest** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective authorized successors and assigns; provided, however, that, except as provided in Section 10.10 hereof, Developer may not assign its rights under this Agreement without the express written approval of the Village. Notwithstanding anything

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herein to the contrary, the Village may not delegate its obligation hereunder or except as provided herein, transfer any interest in the Village Property without the express written approval of Developer.

**18.14 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 person to create the relationship of a partnership, agency or joint venture between or among such parties.

**18.15 No Personal Liability of Officials of Village or Developer.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Mayor, Village Council member, Village Manager, any official, officer, partner, member, director, agent, employee or attorney of the Village or Developer, in his or her individual capacity, and no official, officer, partner, member, director, agent, employee or attorney of the Village or 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.

**18.16 Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the Village'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.

**18.17 Term** This Agreement shall remain in full force and effect for twenty-three (23) years from the date the Redevelopment Project Area was created, unless the Redevelopment Plan with respect to the Project is extended or until termination of the Redevelopment Project Area or until otherwise terminated pursuant to the terms of this Agreement.

**18.18 Estoppel Certificates.** Each of the parties hereto agrees to provide the other, upon not less than ten (10) business 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 such parties shall

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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.

**18.19 Municipal Limitations** All municipal commitments are limited to the extent required by law.

## ARTICLE NINETEEN

### EFFECTIVENESS

The Effective Date for this Agreement shall be the day on which this Agreement is fully executed pursuant to a duly enacted Village ordinance authorizing the execution and adoption of this Agreement. Developer shall execute this Agreement not later than twenty-one (21) days after Village Council authorization of execution of this Agreement or else this Agreement will be deemed void.

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

VILLAGE OF PALATINE, an Illinois  
municipal corporation

By: James V. Wilson  
Its: Village Manager Mayor Pro Tem

ATTEST:

By: Margaret Dea  
Its: Village Clerk

DEVELOPER:

HUMMEL DEVELOPMENT GROUP, LLC

By: Robert Z. Hummel  
Name: Robert L. Hummel  
Its: President



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1 STATE OF ILLINOIS            )  
2    ) SS  
3 COUNTY OF \_\_\_\_\_        )  
4

5  
6 I, \_\_\_\_\_, a Notary Public in and for said County, in  
7 the State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_,  
8 of Hummel Development Group, LLC, an Illinois Limited Liability Company, who is personally  
9 known to me to be the same person whose name is subscribed to the foregoing instrument,  
10 appeared before me this day in person and acknowledged that he signed and delivered the said  
11 instrument as his own free and voluntary act and as the free and voluntary act of said Hummel  
12 Development Group, LLC., for the uses and purposes therein set forth.

13  
14 GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

15  
16  
17 \_\_\_\_\_  
18 Notary Public

19  
20 My commission expires \_\_\_\_\_.  
21

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

Hummel/DN Redevelopment Agreement  
2-12-04 Final Execution

**LICENSE AGREEMENT**

22

23 This LICENSE AGREEMENT ("Agreement") is made as of this \_\_\_ day of March 5, 2004,  
24 by and between VILLAGE OF PALATINE, an Illinois municipal home rule corporation  
25 ("Village") and HUMMEL CONSTRUCTION CO., an Illinois corporation (sometimes referred  
26 to as "Owner" and "Licensor").

27

28 The following recitals of fact are a material part of this Agreement.

29

30 A. Village is a home rule unit of government in accordance with Article VII, Section  
31 6, of the Constitution of the State of Illinois, 1970;

32

33 B. Village was the owner of a certain parcel of land in the Village of Palatine,  
34 County of Cook and State of Illinois, graphically depicted on Exhibit A attached hereto and  
35 made a part hereof ("Property").

36

37 C. Pursuant to a redevelopment agreement (the "Redevelopment Agreement")  
38 executed between the Village and Licensor, Licensor is now the legal title holder to the Property  
39 which is presently vacant.

40

41 D. Village wishes to receive, and Owner wishes to grant a non-exclusive license to  
42 perform environmental remediation on the Property all as set forth in the Redevelopment  
43 Agreement and as set forth in this Agreement.

44

45 **NOW, THEREFORE**, in consideration of the foregoing, the mutual agreement of the  
46 parties hereto and other good and valuable consideration, the receipt and sufficiency of which  
47 are hereby acknowledged, the parties hereby agree as follows:

48

49 1. Grant of License for Environmental Remediation. Licensor hereby grants to  
50 Village, a non-exclusive license to perform all required environmental remediation on the  
51 Property. Village shall obtain all permits and approvals required for the environmental  
52 remediation work prior to any remediation work being performed on the Property.

53

54 2. Term of License. The license granted hereunder shall commence on the date  
55 hereof and shall terminate (the "Termination Date") upon the earlier of: (a) the date an Event of  
56 Default by Developer under the Redevelopment Agreement is not timely cured pursuant to the  
57 Redevelopment Agreement; (b) upon a breach of the terms hereof; or (c) upon completion of  
58 remediation as required under the Redevelopment Agreement. Upon the occurrence of any of  
59 the events described in the preceding sentence, this License shall immediately expire.

60

61 3. License Only. This Agreement creates a license only and Village acknowledges  
62 that Village does not and shall not claim at any time any interest or estate of any kind or extent  
63 whatsoever in the Property by virtue of such license, except as otherwise granted in the  
64 Redevelopment Agreement.

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- 66 4. License for Access and Construction. In addition to the license created by this  
67 Agreement, this Agreement creates a license for access across the Property for the purpose of  
68 remediation activities. The term of the license for access shall terminate on the Termination  
69 Date.  
70
- 71 5. Return of the Property. At the termination of Village's license, Village shall  
72 repair and restore the Property to a condition that is compatible with the planned development  
73 and construction activities approved for the Property.  
74
- 75 6. Payment for Services. The Parties acknowledge that under the terms of the  
76 Redevelopment Agreement, the Village shall pay all contractors and sub-contractors for all  
77 work performed under this Agreement.  
78
- 79 7. Code Compliance. During the term of this license, Village shall comply with all  
80 applicable laws, statutes, ordinances, codes, rules, regulations, orders and decrees. Further,  
81 Village shall obtain all required permits and approvals prior to commencing remediation work.  
82
- 83 8. Reservation of Rights by Licensor. The right to use the Property owned by the  
84 Licensor is expressly reserved by Licensor, its successors, grantees, invitees and assigns. In  
85 addition, and not by limitation but by way of example, Licensor, its successors, grantees,  
86 invitees and assigns, reserve the right from time to time to grant additional licenses upon the  
87 Property, provided that such licenses do not unreasonably interfere with Village's use of the  
88 Property pursuant to the terms hereof.  
89
- 90 9. No Transfer by Village. Village shall not transfer any of its rights hereunder  
91 without the prior written consent of Licensor. Any such assignment made without the prior  
92 written consent of Licensor shall be null and void and of no further force or effect.  
93
- 94 10. Indemnity. Village for and on behalf of itself and all successors, grantees,  
95 invitees and assigns, assumes sole and entire responsibility for any and all loss of life, injury to  
96 persons or damage to property that may be sustained directly or indirectly or arising out of the  
97 Village's entry on the property and remediation activities of the Village, its successors, grantees,  
98 invitees and assigns and all of their officers, directors, employees, representatives and agents.  
99
- 100 11. Insurance. (NOTE: THIS PARAGRAPH IS TO BE PROVIDED BY THE  
101 VILLAGE'S RISK MANAGEMENT AGENCY (IRMA).  
102
- 103 12. No Liens. Village shall not permit any lien to be filed against any portion of the  
104 Property or any improvements thereon for any labor or materials in connection with work of  
105 any character performed or claimed to have been performed on the Property at the direction or  
106 sufferance of Village.

107 In the event any such lien is filed against any portion of the Property or any  
108 improvements thereon, Village shall remove or cause to be removed such lien within thirty (30)  
109 days of written notice from Licensor. In the event Village does not remove or cause to be  
110 removed such lien within said thirty (30) day period, Licensor shall have the right, but not the  
111 obligation, to cause such lien to be released and Village shall pay on demand all of Licensor's  
112 costs in connection therewith, together with interest thereon at the interest rate set forth in

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113 Paragraph 13 hereof, accruing from and after the date of such demand until Licensor's receipt of  
114 full payment therefor.

115  
116 13. Code Violation. Village shall not permit any code violation to be filed against the  
117 Property as a result of Village's activities.

118  
119 In the event Village does not remove or cause to be removed such code violation within  
120 said time period, Licensor shall have the right, but not the obligation, to cause such violation  
121 removed and Village shall pay on demand all of Licensor's costs in connection therewith.

122  
123 14. Breach by Village. If Village breaches any provision in this Agreement and fails  
124 to take steps to cure any such breach within five (5) business after written notice thereof, in  
125 addition to any other right or remedy available at law or in equity, including but not limited to  
126 termination of this Agreement, the Licensor shall have the right, but not the obligation, to cure  
127 any such breach and Village agrees to reimburse Licensor for the cost thereof upon demand.

128  
129 15. No Warranty. Licensor hereby makes and has made no representations,  
130 statements, warranties or agreements to Village in or in connection with this Agreement or the  
131 Property.

132  
133 16. Notices. All notices and other communications given pursuant to this  
134 Agreement shall be in writing and shall be deemed properly served if delivered in person to the  
135 party to whom it is addressed or on the third (3<sup>rd</sup>) day after deposit in the U.S. mail as registered  
136 or certified mail, return receipt requested, postage prepaid or sent by facsimile transmission, as  
137 follows:

138  
139 If to Village:

Village of Palatine  
200 East Wood Street  
Palatine, Illinois 60067  
Attention: Village Manager  
Fax: (847) 359-9094

140  
141  
142  
143  
144  
145 With copies to:

Schain, Burney, Ross & Citron, Ltd.  
222 North LaSalle Street, Suite 1910  
Chicago, Illinois 60601  
Attention: Robert C. Kenny  
Fax: (312) 332-4514

146  
147  
148  
149  
150 If to Licensor:

Hummel Construction Co.  
601 E. Burnett Avenue  
Island Lake IL 60042  
Attention: Bob Hummel  
Fax: (847) 487-1300

151  
152  
153  
154  
155  
156 With a copy to:

Alan Richards  
Richards, Ralph & Schwab, Chartered  
175 E. Hawthorn Parkway

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Vernon Hills IL 60061  
Fax: 847-367-9621

17. Prevailing Party. In the event either party shall use legal counsel to enforce this Agreement, the non-prevailing party shall pay the legal fees of the prevailing party.

18. Binding on Successors. This Agreement shall be binding upon and shall inure to the benefit of the Village and the Licensor and the respective successors and permitted assigns of each upon execution hereof by the Village and the Licensor. Two (2) duly executed duplicate originals of this Agreement shall be provided to each party. This Agreement creates no rights as a third party beneficiary or otherwise in any person not a party.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

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

**VILLAGE:**

VILLAGE OF PALATINE,  
an Illinois municipal home rule corporation

By: Reid T. Ottesen  
Reid T. Ottesen, Village Manager

Attest: Laurie L. Raybon  
DEPUTY Village Clerk

**LICENSOR:**

Hummel Construction Co.  
An Illinois Corporation

By: Robert L. Hummel

Printed Name: Robert L. Hummel

Title: President

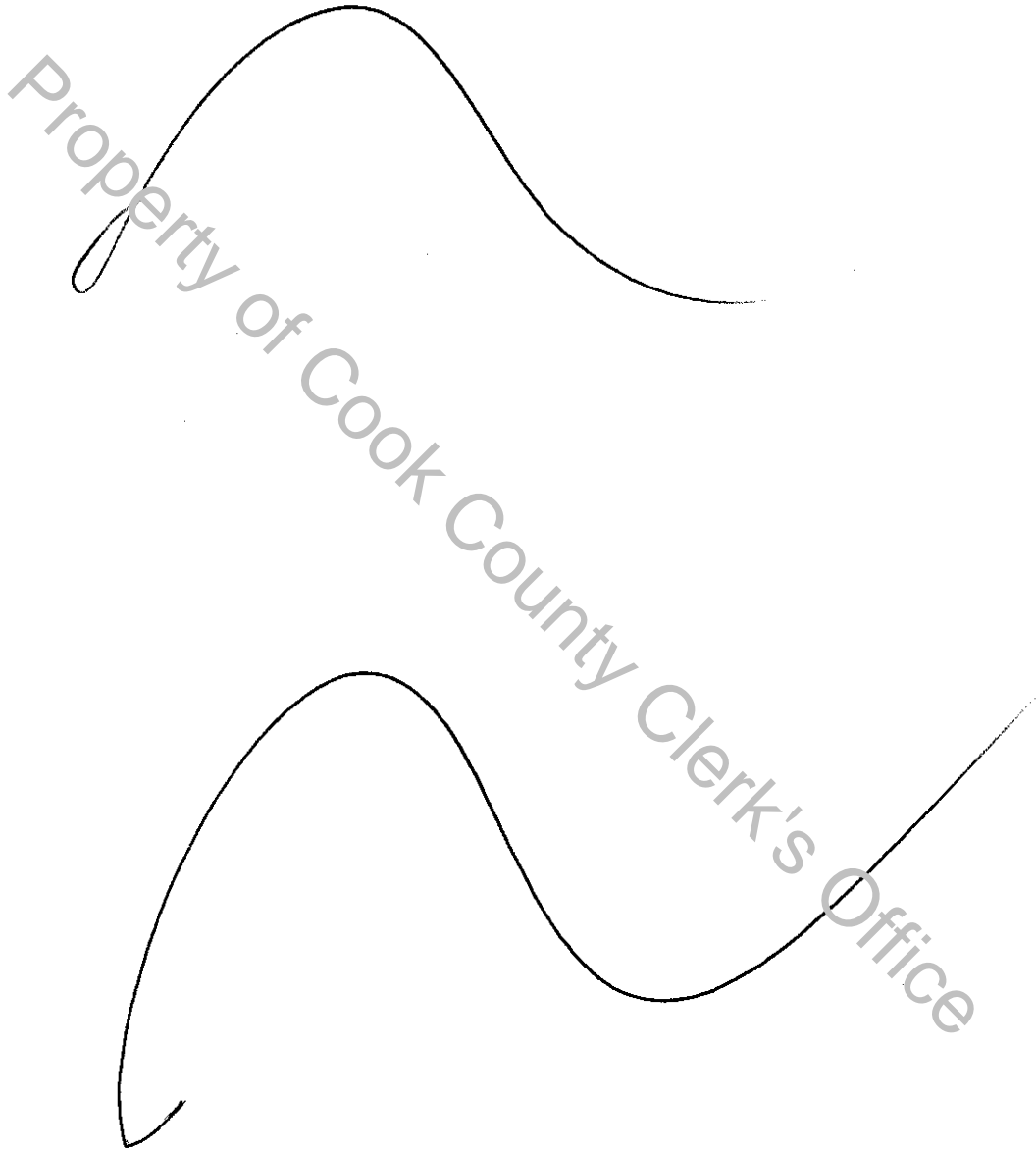
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Hummel/DN Redevelopment Agreement  
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## EXHIBIT A

### Plan of Property

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**Exhibit O**

**Plans and Specifications for the Slade Street and Railwalk Construction**

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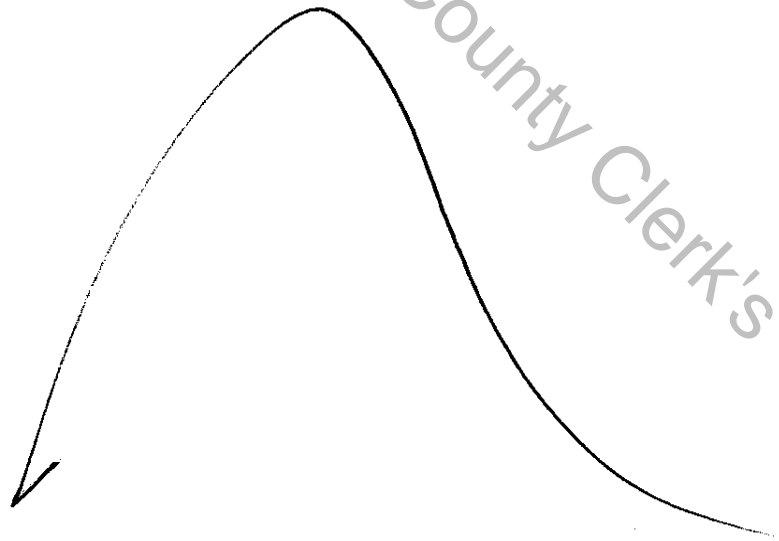
Preliminary Engineering Plans of Slade Street Improvements prepared by Farnsworth Group including 27 pages dated March 2001 last revised March 21, 2001

and

Slade Street Improvements Contract DPW-0114 Project Manual dated April 16, 2001

On file in the Village of Palatine Planning & Economic Development Department

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**Exhibit "J"**  
**Development Schedule**

<b>Action</b>	<b>Target Date</b>	<b>Default Date</b>	<b>Penalty Amount</b>
Commence demolition	1/26/04	No Default Date	
Complete demolition	2/9/04	5/9/04	\$10,000
Commence environmental testing field work	2/9/04	No Default Date	
Complete environmental testing field work	2/18/04	No Default Date	
Apply for a building permit (foundation approval) for buildings 1, 2 and 3	2/23/04	5/23/04	\$25,000
Complete review and analysis of environmental test results & draft a remedial action plan	2/27/04	No Default Date	
Commence environmental remediation (if necessary)	3/1/04	No Default Date	
Obtain Site Development Permit and commence site work including site excavation and shoring	3/1/04	5/30/04	\$25,000
Obtain approval for the foundation for buildings 1, 2 and 3	3/22/04	6/20/04	
Submit construction financing commitment and development budget	4/2/04	7/1/04	
Close on the Property	4/2/04	7/1/04	
Complete environmental remediation (if necessary)	4/5/04	No Default Date	
Commence foundation construction for building 1	4/5/04	7/4/04	
Complete the building permit application for the entire site including the Wilson Street underground garage	5/25/04	8/23/04	
Complete installation of the foundations for building 1	6/25/04	9/23/04	
Obtain a building permit for the entire project including the Wilson Street underground garage	6/28/04	9/26/04	
Commence vertical construction on building 1	6/28/04	9/26/04	\$100,000
Complete shell and core of building 1	6/27/05	10/9/05	\$100,000
Commence foundation construction for buildings 2 & 3	6/27/05	10/23/05	
Commence vertical construction on buildings 2 & 3	9/26/05	2/15/06	
Complete shell and core of buildings 2 & 3	7/31/06	12/31/06	\$100,000
Complete development	7/31/07	12/31/07	\$300,000



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Exhibit "A-1"

Page 1 of 2

**An Area Bounded As Follows:**

Beginning at the northeast corner of the intersection of Wood Street and Plum Grove Road; thence south along the east right-of-way line of Plum Grove Road to the north right-of-way line of Slade Street; thence east along the north right-of-way line of Slade Street to the east right-of-way line of Hale Street; thence south along the east right-of-way line of Hale Street to a line that is parallel to and 5 feet north of the south property line of Lot 4 in Block O in Territory in the Town of Palatine; thence east along this line to the east line of aforesaid Lot 4; thence south along the east line of Lot 4 a distance of 5 feet; thence east along the south lot lines of Lots 1 through 3 in aforesaid Block O and this line extended to the east right-of-way line of Benton Street; thence south along the east right-of-way line of Benton Street to the south right-of-way line of Palatine Road; thence west along the south right-of-way line of Palatine Road to the southerly right-of-way line of the Union Pacific Railroad; thence southeasterly along the southerly right-of-way line of the Union Pacific Railroad to the east line of the west 198 feet of Lot 8 in Assessor's Division; thence south to a point 297 feet south of the Northwest Quarter of Section 23; thence east to the east line of that part taken for street purposes; thence south to the south right-of-way line of Washington Street; thence west along the south right-of-way line of Washington Street to the west right-of-way line of Plum Grove Road; thence north along the west right-of-way line of Plum Grove Road to the south right-of-way line of Johnson Street; thence west along the south right-of-way line of Johnson Street to the west right-of-way line of Brockway Street; thence north along the west right-of-way line of Brockway Street to the northeast corner of Lot 8 in Block C in the subdivision of the north 24.60 acres in the northeast quarter of the northeast quarter of Section 22, Township 42 North, Range 10 East of the Third Principal Meridian, thence west along the north line of Lots 5 through 8 in aforesaid Block C to the east right-of-way line of Greeley Street; thence south along the east right-of-way line of Greeley Street to the north line of Union Cemetery and this north line extended; thence west along the north line of Union Cemetery and this line extended to the west line of Union Cemetery; thence south along the west line of Union Cemetery to the south line of Union Cemetery; thence east along the south line of Union Cemetery to the northwest corner of Lot 46 in Warneke's Addition to Palatine; thence south along the west line of Lot 48 to the southwest corner of aforesaid lot; thence east along the south line of aforesaid Lot 48 a distance of 120 feet; thence south along the west line of Lots 49 through 52 in Warneke's Addition to Palatine and this west line extended to the southwest corner of aforesaid Lot 52; thence west along the north line of Lot 1 in Arthur T. McIntosh & Co's Plum Grove Road Development and the north line of R. Houston Jr. & Sons Glen Tyan Manor to the east line of Lot 16 in Block 6 in R. Houston & Sons Glen Tyan Manor; thence northerly and northeasterly along the east line of Lots 13 through 18 in Block 6 in R. Houston & Sons Glen Tyan Manor to the south line of Kinsch's Subdivision; thence west along the south line of Kinsch's Subdivision to the west line of Kinsch's Subdivision; thence north along the west line a distance of 77 feet; thence east a distance of 23 feet; thence continuing north along the west line of Kinsch's Subdivision a distance of 232 feet to the north line of Kinsch's Subdivision; thence east along the north line a distance of 182.70 feet; thence north a distance of 235.5 feet to the north right-of-way line of Johnson Street; thence easterly along the north right-of-way line of Johnson Street to the southwest corner of Lot 32 in Gorsline's Addition to Palatine; thence north along the west line of Lots 32 and 13 in Gorsline's Addition to Palatine and this west line extended to the north right-of-way line of Palatine Road; thence east along the north right-of-way line of Palatine Road to the east line of the west half of Lot 7 in Gorsline's Addition to Palatine extended; thence south along the east line and the extension of the east line of the west half of aforesaid Lot 7 to the south line of Lot 7; thence east along the south line of Lots 1 through 7 in Gorsline's Addition to Palatine to the southeast corner of Lot 1 in Gorsline's Addition to Palatine; thence north along the east side of aforesaid Lot 1 to the south right-of-way line of Palatine Road; thence westerly along the south right-of-way line of Palatine Road to the east line of the west 51 feet of Lot 7 in Block M in W.J. Lytle's Subdivision extended; thence north along the east line and the extension of the east line of the west 51 feet of aforesaid Lot 7 to the North line of Lot 7; thence west to the southeast corner of the west 33 feet of Lot 2 in aforesaid Block M; thence north along the east line of the west 33 feet of aforesaid Lot 2 to the south right-of-way line of Slade Street; thence west along the south right-of-way line of Slade Street to the east line of Lot 6 in Block L in W.J. Lytle's Subdivision extended; thence north along the east line and the extension of the east line of Lot 6 and 3 in Block L in W. J. Lytle's Subdivision to the south right-of-way line of Wilson Street; thence west along the south right-of-way line of Wilson Street to the east line of Lot

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Exhibit "A-1"

Page 2 of 2

3 in N. Mersch's Subdivision extended, thence north along the east line and the extension of the east line of Lot 3 in N. Mersch's Subdivision to the northeast corner of Lot 3; thence west along the north line of Lot 3 and Lot 3 extended to the east line of Lot 4 in Tin's Addition to Palatine; thence south along the east line of Lot 4 in Tin's addition to the northeast corner of Lot 5 in Tin's Addition to Palatine; thence west along the north line of Lots 5 through 13 in Tin's Addition and this line extended to the west right-of-way line of Maple Street; thence north along the west right-of-way line of Maple Street to the northeast corner of Lot 12 in Schram's Subdivision; thence west along the north line of Lots 5 and 12 in Schram's Subdivision to the east right-of-way line of Cedar Street; thence south along the east right-of-way line of Cedar Street to the south right-of-way line of Wilson Street; thence west along the south right-of-way line of Wilson Street to the west line of Lot 41 in Arthur T. McIntosh & Co.'s Palatine Farms extended; thence north along the west line and the extension of the west line of Lot 41 a distance of 213 feet; thence northeasterly a distance of 161.44 feet to a point on the west line of Lot 11 in Tudyman's Subdivision; thence north along the west line of Lot 11 in Tudyman's Subdivision and the east line of Lot 28 in Arthur T. McIntosh & Co.'s Palatine Farms to a line that is 80 feet north of and parallel to the south line of aforesaid Lot 28; thence west along aforesaid parallel line to the west line of aforesaid Lot 28; thence north along the west line of Lot 28 to the south right-of-way line of Wood Street; thence west along the south right-of-way line of Wood Street to the east line of Imperial Industrial Park extended; thence north along the east line and the extension of the east line of Imperial Industrial Park to the south line of Romark's Resubdivision; thence east along the south line of Romark's Resubdivision to the east line of Romark's Resubdivision; thence north along the east line of Romark's Resubdivision to the southerly right-of-way line of the Union Pacific Railroad; thence southeasterly along the southerly railroad right-of-way line to the centerline of Cedar street; thence north along the centerline of Cedar Street extended to the northerly right-of-way line of the Union Pacific Railroad; thence southeasterly along the northerly right-of-way line of the railroad right-of-way to the southwest corner of Lot 1 in Millin's Subdivision; thence north along the west line of Lot 1 in Millin's Subdivision to the north right-of-way line of Colfax Street; thence east along the north right-of-way line of Colfax Street to the east right-of-way line of Smith Street; thence north on the east right-of-way line of Smith Street to the northwest corner of the south 90 feet more or less of Lot 2 in the subdivision or part of the east 1/2 of the southeast 1/4 section of Section 15, Township 42 north, Range 10 East of the Third Principal Meridian; thence east a distance of 212 feet; thence south a distance of 66 feet; thence east a distance of 79.8 feet; thence north a distance of 115 feet more or less; thence east a distance of 89.45 feet; thence south a distance of 136.68 feet; thence east a distance of 65.30 feet; thence south to the south right-of-way line of Colfax Street; thence west along the south right-of-way line of Colfax Street to the east right-of-way line of Smith Street; thence south along the east right-of-way line of Smith Street to the northern right-of-way line of Wood Street; thence southeasterly and east along the northern right-of-way line of Wood Street to the northeast corner of the intersection of Wood Street and Plum Grove Road and the point of beginning; all in the west half of the southwest quarter of Section 14, the east half of the southwest quarter and the southeast quarter of Section 15, the northeast quarter of Section 22 and the west half of the northwest quarter of Section 23, Township 42 North, Range 10, East of the Third Principal Meridian, Cook County, Illinois.

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## Exhibit B Legal Description of the Property

Lots 1-7 of the Town of Palatine, being a subdivision of the West  $16 \frac{2}{3}$  acres of the South 31 acres of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 14 and the Southeast 24.12 acres of the South 31 acres of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois

Also, the strip of land 25.00 feet wide described as follows: Beginning at a point on the East line of Bothwell Street at the Southwest corner of Lot 7 on the re-recorded plat of survey of Joel Wood's Addition to Palatine in the West half of the Southwest  $\frac{1}{4}$  of Section 14, and the East half of the Southeast  $\frac{1}{4}$  of Section 15, all in Township 42 North, Range 10, East of the Third Principal Meridian, Circuit Court Decree recorded November 22, 1937 as Document No. 12085454; thence 29.00 feet Southerly along the East line of Bothwell Street extended to the South; thence 164.68 feet Southeasterly along a line 25.00 feet as measured Southwesterly at right angles to Southwesterly line of said Lot 7, said line being parallel to said Southwesterly line of said Lot 7; thence 49.11 feet Easterly on a line parallel with the Northerly line of Slade Street, to the Southwesterly line of said Lot 7; thence 221.67 feet Northwesterly along the said Southwesterly line of said Lot 7, to the point of beginning, in the re-recorded plat of Joel Woods Subdivision, all in Cook County, Illinois

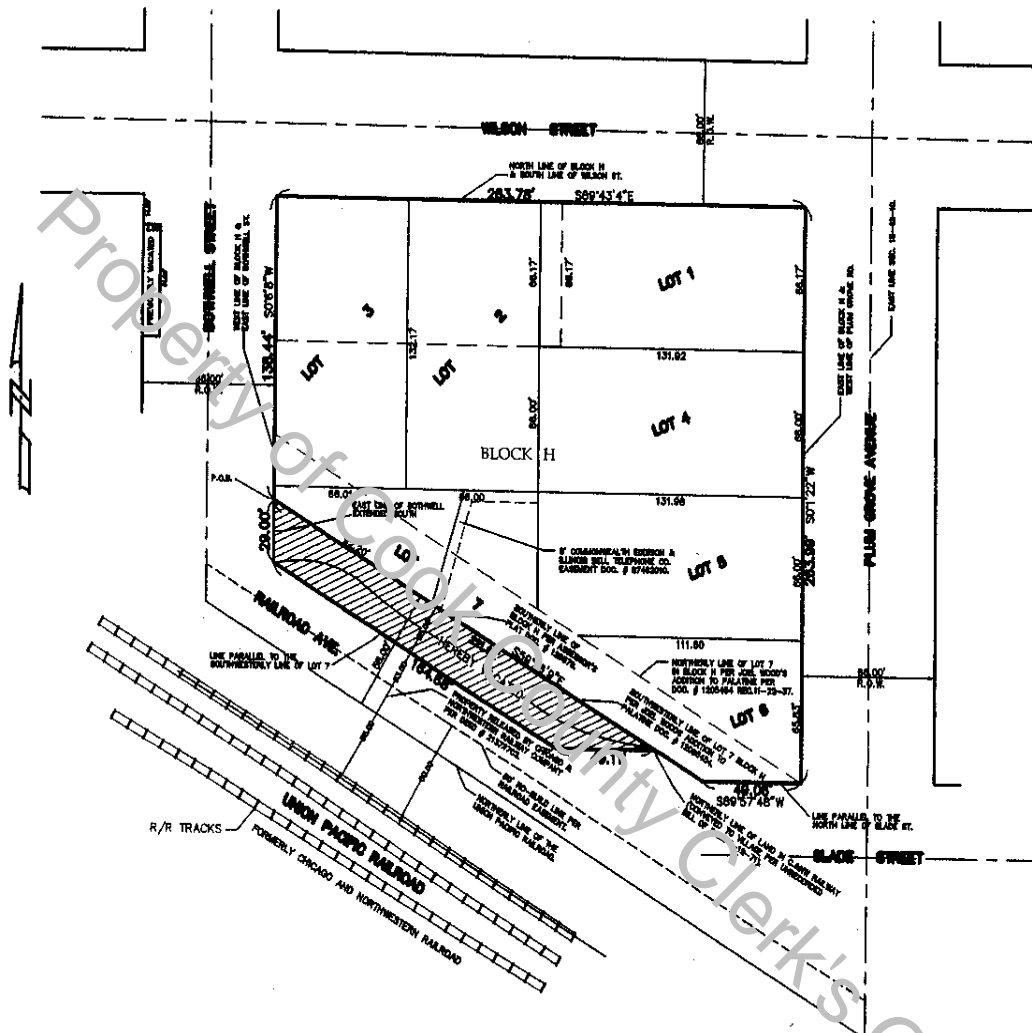
Cook County Clerk's Office

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## PLAT OF VACATION

OF

STRIP OF LAND 25.00 FEET WIDE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF BOTHWELL STREET AT THE SOUTHWEST CORNER OF LOT 7 ON THE RE-RECORDED PLAT OF SURVEY OF JOEL WOODS ADDITION TO PALATINE IN THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 14, AND THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 15, ALL IN TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, CIRCUIT COURT DECREE RECORDED NOVEMBER 22, 1937 AS DOCUMENT NO. 12085454; THENCE 28.00 FEET SOUTHERLY ALONG THE EAST LINE OF BOTHWELL STREET EXTENDED TO THE SOUTH; THENCE 194.88 FEET SOUTHEASTERLY ALONG A LINE 73.00 FEET AS MEASURED SOUTHWESTERLY AT RIGHT ANGLES TO SOUTHWESTERLY LINE OF SAID LOT 7; SAID LINE BEING PARALLEL TO SAID SOUTHWESTERLY LINE OF SAID LOT 7; THENCE 48.11 FEET EASTERLY ON A LINE PARALLEL WITH THE NORTHERLY LINE OF BLAKE STREET TO THE SOUTHWESTERLY LINE OF SAID LOT 7; THENCE 221.67 FEET NORTHWESTERLY ALONG THE SAID SOUTHWESTERLY LINE OF SAID LOT 7, TO THE POINT OF BEGINNING, IN THE RE-RECORDED PLAT OF JOEL WOODS SUBDIVISION, ALL IN COOK COUNTY, ILLINOIS.



STATE OF ILLINOIS )  
                          ) S.S.  
COUNTY OF LAKE )

I, DAVID A. HEMBO, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT OF VACATION DRAWN HEREON HAS BEEN PREPARED FROM EXISTING PLATS AND INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE OF VACATING THAT PORTION OF A VILLAGE RIGHT OF WAY COMMONLY KNOWN AS RAILROAD AVENUE AND DESCRIBED HEREON BY AN ORDINANCE FROM THE VILLAGE OF PALATINE AND IS A CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED HEREON.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

DAVID A. HEMBO, I.P.L.S.  
REGISTRATION NO. 2747

THE PROPERTY DESCRIBED AND DRAWN HEREON HAS BEEN VACATED BY THE VILLAGE OF PALATINE, COOK COUNTY, ILLINOIS.  
BY ORDINANCE NO. \_\_\_\_\_ DATED \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE MAYOR AND THE VILLAGE COUNCIL OF THE VILLAGE OF PALATINE, COOK COUNTY, ILLINOIS.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
VILLAGE CLERK

**PRECISION  
LAND SURVEYORS, INC.**  
803 E. BURNETT ROAD, STE. B  
ISLAND LAKE, IL 60042  
(847) 487-0500

Exhibit C

**PLAT OF VACATION**  
ORDER NO.: V 031001-1C  
DATE: 12-29-03  
SCALE: 1" = 40'

# UNOFFICIAL COPY

## LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made as of this 11<sup>th</sup> day of November 2003, by and between VILLAGE OF PALATINE, an Illinois municipal home rule corporation ("Village") and HUMMEL CONSTRUCTION CO., an Illinois corporation ("Licensee").

The following recitals of fact are a material part of this Agreement.

A. Village is a home rule unit of government in accordance with Article VII, Section 6, of the Constitution of the State of Illinois, 1970;

B. Village is the owner of a certain parcel of land in the Village of Palatine, County of Cook and State of Illinois, graphically depicted on Exhibit A attached hereto and made a part hereof ("Property").

C. Pursuant to a redevelopment agreement (the "Redevelopment Agreement") to be executed between the Village and Licensee, Licensee may become the contract purchaser of the Property, which is presently vacant.

D. Village wishes to grant, and Licensee wishes to receive a non-exclusive license to solely perform survey, topographical, soil studies, and other required due diligence studies on the Property, all as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of License for Survey and Topographical Studies. Village hereby grants to Licensee, a non-exclusive license to solely perform preliminary survey, a topographical survey, soil borings, and other required due diligence studies (hereinafter "Testing"), on the Property subject to: 1) Licensee not interfering with the normal daily use of the Property; and 2) Licensee providing the Village 24 hours notice prior to entering the Property to perform any Testing.

2. Term of License. The license granted hereunder shall commence on the date hereof and shall terminate (the "Termination Date") upon the earlier of: (a) the date Licensee acquires fee title to the Property; (c) the date an Event of Default by Developer under the Redevelopment Agreement to be negotiated between the parties is not timely cured pursuant to the Redevelopment Agreement; (d) upon a breach of the terms hereof; (e) sixty (60) days after the date hereof if the Redevelopment Agreement has not been signed by Licensee and Village; or (f) upon notice of termination from one Party to the

Exhibit D

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other Party if it is evident that a Redevelopment Agreement may not be agreed to between the Parties. Upon the occurrence of any of the events described in the preceding sentence, this License shall immediately expire and Licensee shall remove all evidence of the Testing and physical activity performed on the Property and shall restore the Property to the condition of the Property existing on the date of this License Agreement.

3. License Only. This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of such license or Licensee's Testing on the Property pursuant hereto.

4. License for Access and Construction. In addition to the license created by this Agreement, this Agreement creates a license for access across the Property for the purpose of Testing. The term of the license for access shall terminate on the Termination Date.

5. Return of the Property. At the termination of Licensee's license, Licensee shall repair and restore the Property to the same Condition as existed on the date of this Agreement and in any event Licensee shall fill any holes resulting from Developer's Testing and activities on the Property.

6. Code Compliance. During the term of this license, Licensee shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders and decrees.

7. Reservation of Rights by Village. The right to use the Property owned by the Village is expressly reserved by Village, its successors, grantees, invitees and assigns. In addition, and not by limitation but by way of example, Village, its successors, grantees, invitees and assigns, reserve the right from time to time to grant additional licenses upon the Property, provided that such licenses do not unreasonably interfere with Licensee's use of the Property pursuant to the terms hereof.

8. No Transfer by Licensee. Licensee shall not transfer any of its rights hereunder without the prior written consent of Village. Any such assignment made without the prior written consent of Village shall be null and void and of no further force or effect and this Agreement shall automatically terminate.

9. Indemnity. Licensee for and on behalf of itself and all successors, grantees, invitees and assigns, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly or arising out of the activities, operations or Testing of the Property by Licensee, its successors, grantees, invitees and assigns and all

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of their officers, directors, employees, representatives and agents. Further, Licensee, for itself, its successors, grantees, invitees and assigns, and for those claiming by, through or under any of them, hereby releases Village, its members, agents and employees (collectively, the "Indemnitees") from any and all claims or demands for loss, liability, expense, cost or damage (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Indemnitees in connection therewith, that may arise from the Testing by Licensee, including entry upon Property, its successors, grantees, invitees and assigns, and all of their officers, directors, employees, representatives and agents. Licensee hereby agrees to indemnify, defend and hold harmless the Indemnitees from and against any and all liability, loss, claim, demand, fine, damage, penalty, fines, interest, cost and expense (including without limitation, reasonable attorneys' fees and litigation costs) incurred by the Indemnitees for injuries to persons (including, without limitation, loss of life) and for damage, destruction or theft of property which is directly or indirectly due to or arising out of the activity, work or thing done, permitted or suffered by Licensee in connection with Testing, and entry onto Property or for any act or omission of Licensee, its successors, grantees, invitees and assigns and any of their officers, directors, employees, representatives and agents. Licensee shall cooperate with Village in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Licensee, of legal counsel satisfactory to Village.

10. Insurance. Licensee, at its sole cost and expense, shall purchase and keep in full force and effect during the term hereof, Commercial General Public Liability Insurance (including, but not limited to, contractual liability insurance covering, without limitation, Licensee's indemnification obligations hereunder) in an amount not less than Two Million and no/100 Dollars (\$2,000,000.00) per occurrence whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of Five Million and no/100 Dollars (\$5,000,000.00) and provided that same shall not be cancelled without thirty (30) days prior notice to Owner.

Licensee, concurrently with execution hereof, or upon Licensee's commencement of Testing of the Property as permitted hereunder, whichever is earlier, shall deposit with Village, insurance certificates evidencing the foregoing coverage, together with satisfactory evidence of payment of the premiums thereon. All such insurance shall name the Indemnitees as additional insureds. Licensee shall deliver said insurance certificates to the Village Manager's office at 200 East Wood Street, Palatine, Illinois, 60067, or as otherwise directed by Village from time to time.

11. No Liens. Licensee shall not permit any lien to be filed against any portion of the Property or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the Property at the direction or sufferance of Licensee.

# UNOFFICIAL COPY

In the event any such lien is filed against any portion of the Property or any improvements thereon, Licensee shall remove or cause to be removed such lien within thirty (30) days of written notice from Village. In the event Licensee does not remove or cause to be removed such lien within said thirty (30) day period, Village shall have the right, but not the obligation, to cause such lien to be released and Licensee shall pay on demand all of Village's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 13 hereof, accruing from and after the date of such demand until Village's receipt of full payment therefor.

12. Code Violation. Licensee shall not permit any code violation to be filed against the Property as a result of Licensee's activities and/or testing.

In the event Licensee receives notice of such a code violation, either from the Village or its successors, Licensee shall remove or cause to be removed such violation within the time specified in said code violation notice. In the event Licensee does not remove or cause to be removed such code violation within said time period, Village shall have the right, but not the obligation, to cause such violation removed and Licensee shall pay on demand all of Village's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 13 hereof, accruing from and after the date of such demand until Village's receipt of full payment therefor.

13. Breach by Licensee. If Licensee breaches any provision in this Agreement and fails to cure any such breach within two (2) days after written notice thereof, in addition to any other right or remedy available at law or in equity, including but not limited to termination of this Agreement, the Village shall have the right, but not the obligation, to cure any such breach and Licensee agrees to reimburse Village for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to eighteen percent (18%) from and after the date of Village's demand therefor until Village's receipt of full payment therefor.

14. No Warranty; Integration. Village hereby makes and has made no representations, statements, warranties or agreements to Licensee in or in connection with this Agreement or the Property. This Agreement embodies the entire understanding of the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof.

15. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third (3<sup>rd</sup>) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid or sent by facsimile transmission, as follows:



# UNOFFICIAL COPY

If to Village:

Village of Palatine  
200 East Wood Street  
Palatine, Illinois 60067  
Attention: Village Clerk  
Fax: (847) 359-9094

With copies to:

Schain, Burney, Ross & Citron, Ltd.  
222 North LaSalle Street, Suite 1910  
Chicago, Illinois 60601  
Attention: Robert C. Kenny  
Fax: (312) 332-4514

If to Licensee:

Hummel Construction Co.  
601 E. Burnett Avenue  
Island Lake IL 60042  
Attention: Bob Hummel  
Fax: (847) 487-1300

With a copy to:

Alan Richards  
Richards, Ralph & Schwab Chartered  
175 E. Hawthorn Parkway  
Vernon Hills IL 60061

16. Prevailing Party. In the event either party shall use legal counsel to enforce this Agreement, the non-prevailing party shall pay the legal fees of the prevailing party.

17. Binding on Successors. This Agreement shall be binding upon and shall inure to the benefit of the Village and the Licensee and the respective successors and permitted assigns of each upon execution hereof by the Village and the Licensee. Two (2) duly executed duplicate originals of this Agreement shall be provided to each party. This Agreement creates no rights as a third party beneficiary or otherwise in any person not a party.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

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

**LICENSEE:**

# UNOFFICIAL COPY

Hummel Construction Co.  
An Illinois Corporation

By: Robert L. Hummel  
Printed Name: Robert L. Hummel  
Title: President

Property of Cook County Clerk's Office

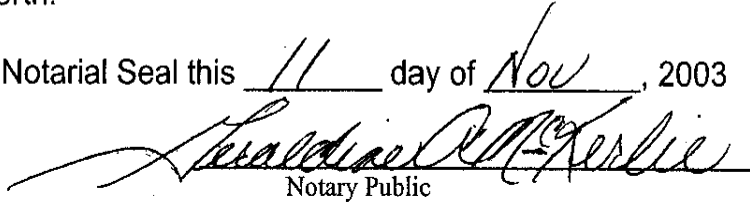
# UNOFFICIAL COPY

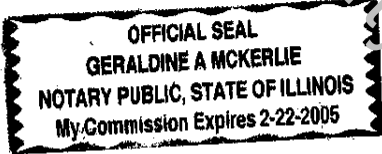
State of Illinois )

County of Cook)

I, Geraldine A Mckerlie, a Notary Public, in and for the County and State aforesaid, do hereby certify that R. Hummel, as President of Hummel Construction Co., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the same instrument as his own free and voluntary act and as the free and voluntary act of \_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11 day of Nov, 2003

  
Notary Public



Property of Cook County Clerk's Office

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VILLAGE:

VILLAGE OF PALATINE,

an Illinois municipal home rule corporation

By: Reid J Otten

Attest: \_\_\_\_\_

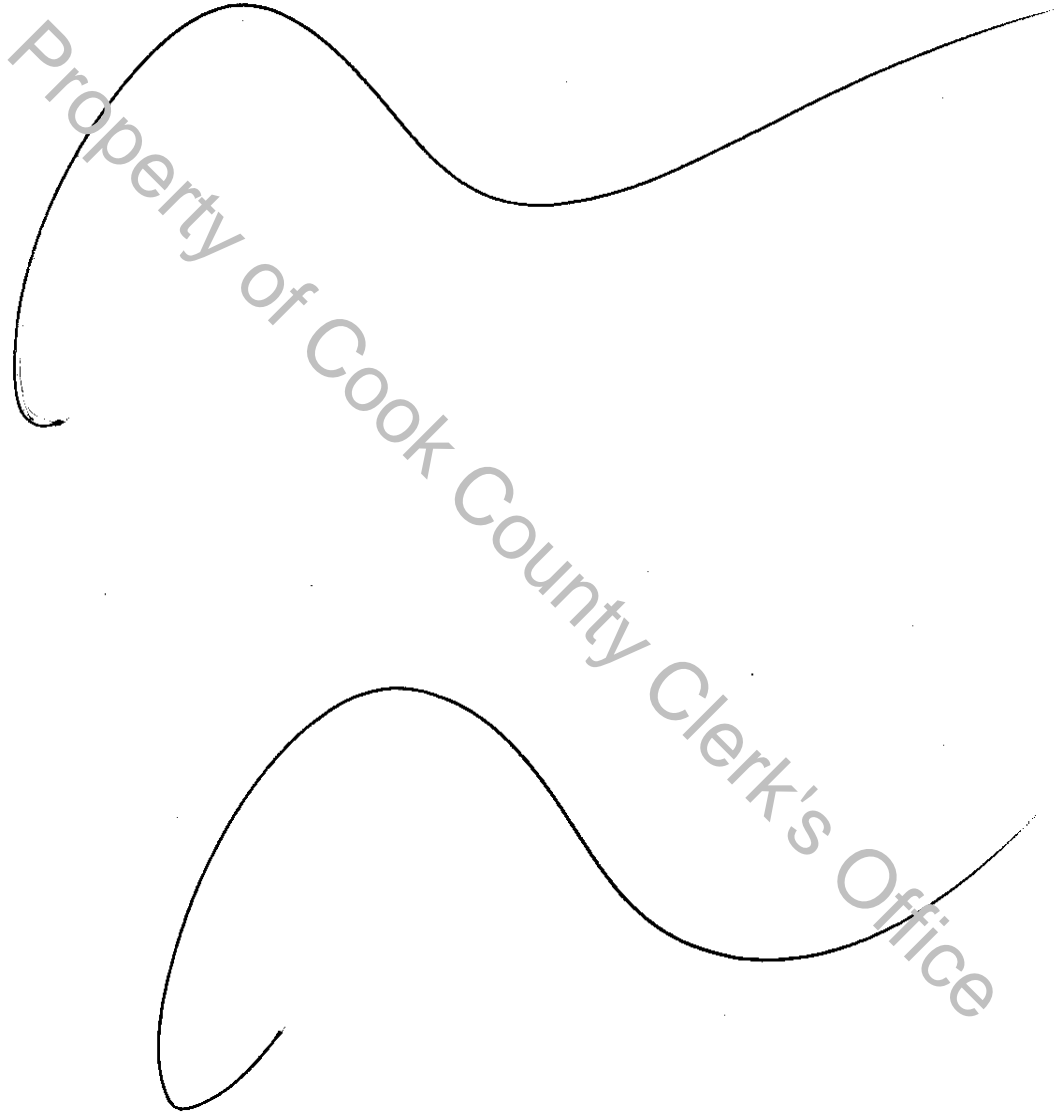
Village Clerk

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### Plan of Property



# UNOFFICIAL COPY

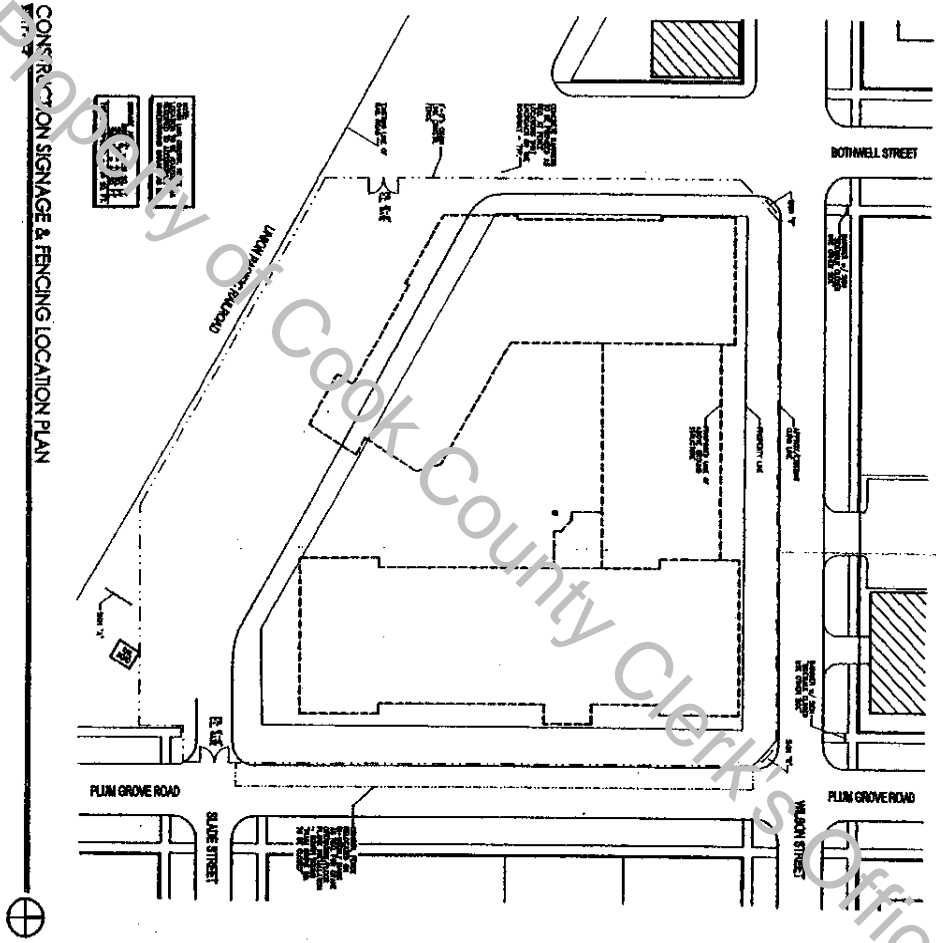
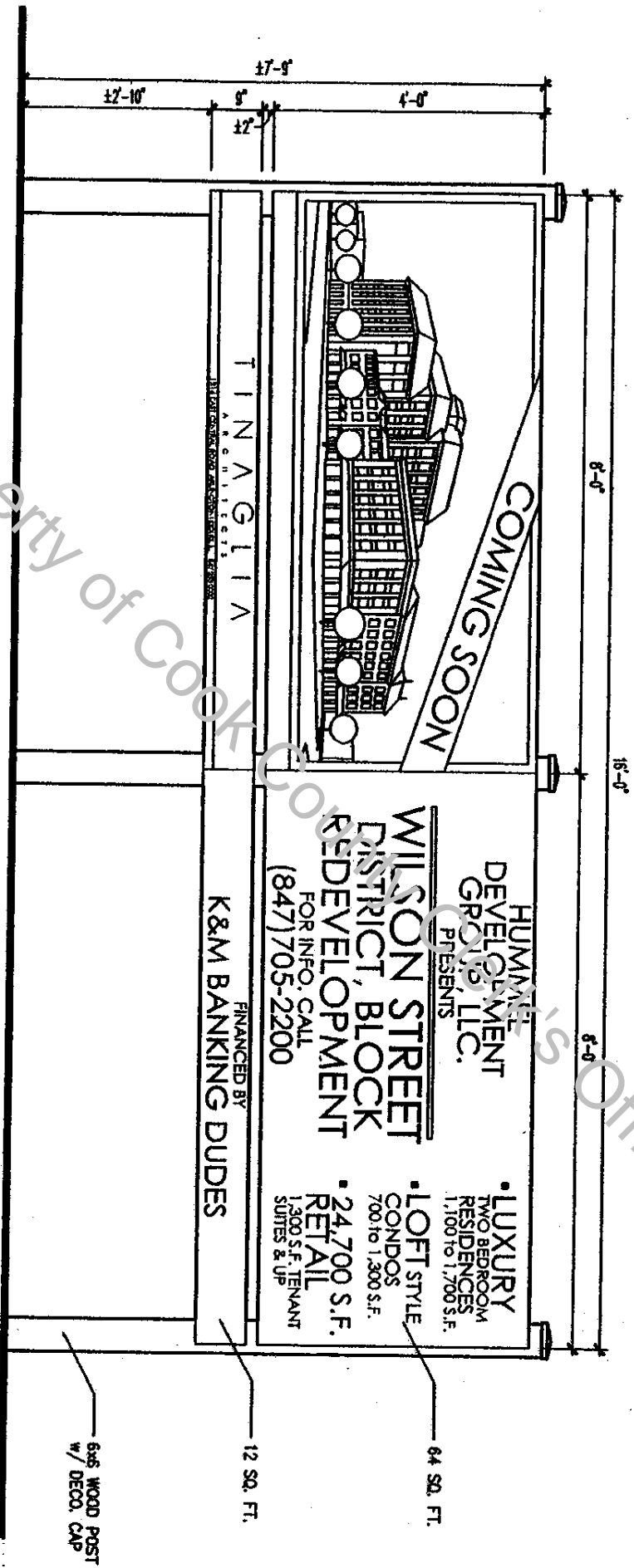


Exhibit E

<p>STATE OF ILLINOIS                  DEPARTMENT OF REVENUE                  OFFICE OF TAX SERVICES                  TAXPAYER SERVICE CENTER                  1501 EAST WASHINGTON STREET                  SPRINGFIELD, ILLINOIS 62761                  TEL: 217-243-3000                  WWW.IFSTAX.COM</p>	
<p><b>HUMMEL DEVELOPMENT GROUP, L.L.C.</b>                  145 WEST PALMER ROAD                  PALMER LINDSEY ADD</p>	
<p><b>BLOCK 431</b>                  WILSON STREET (EAST)                  PLUM GROVE RD &amp; WILSON ST.</p>	
<p><b>CONSTRUCTION FENCE/SIGNAGE</b></p>	
<p>JOB NO. 283303</p>	<p>SHEET NO. CF.1</p>

# UNOFFICIAL COPY

CONSTRUCTION SIGN "A" [DOUBLE SIDED]



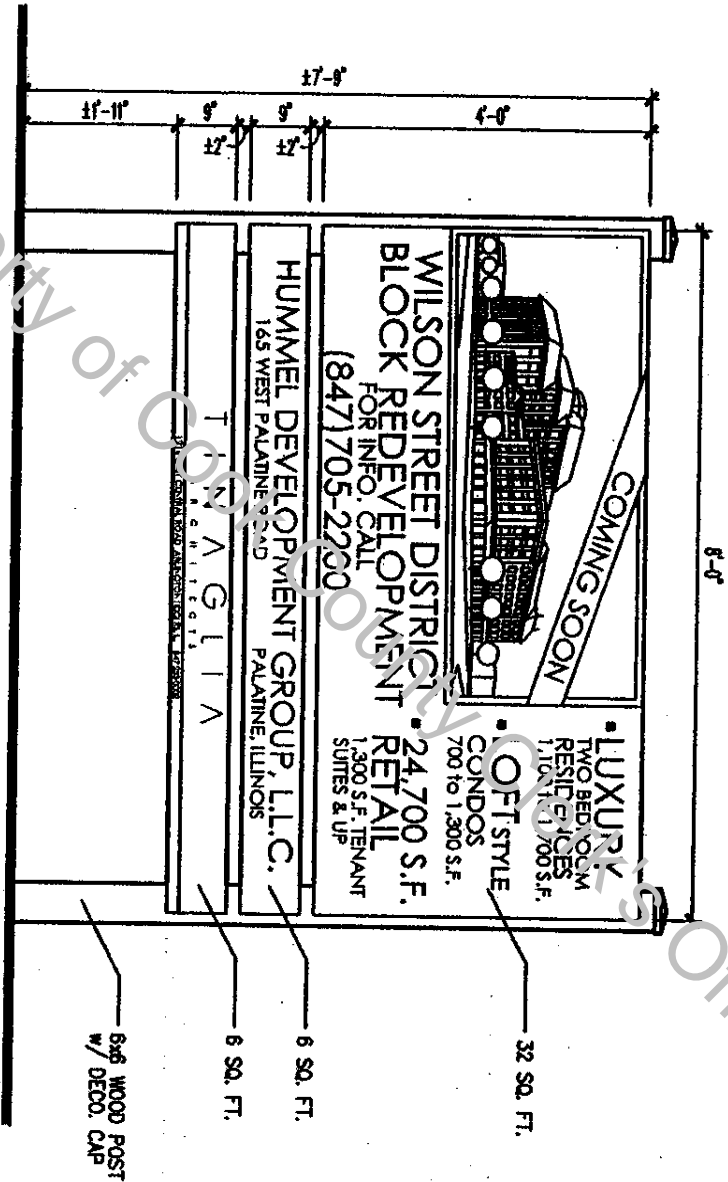
76 SQ. FT. SIGN FACE  
 152 SQ. FT. TOTAL

6x6 WOOD POST  
 w/ DECO. CAP

12 SQ. FT.

64 SQ. FT.

# UNOFFICIAL COPY



CONSTRUCTION SIGN "B" [SINGLE SIDED]

44 SQ. FT. SIGN FACE TOTAL



UNOFFICIAL COPY

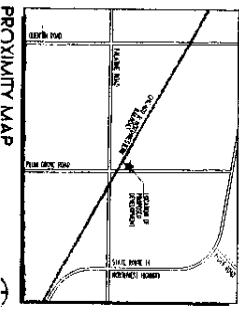
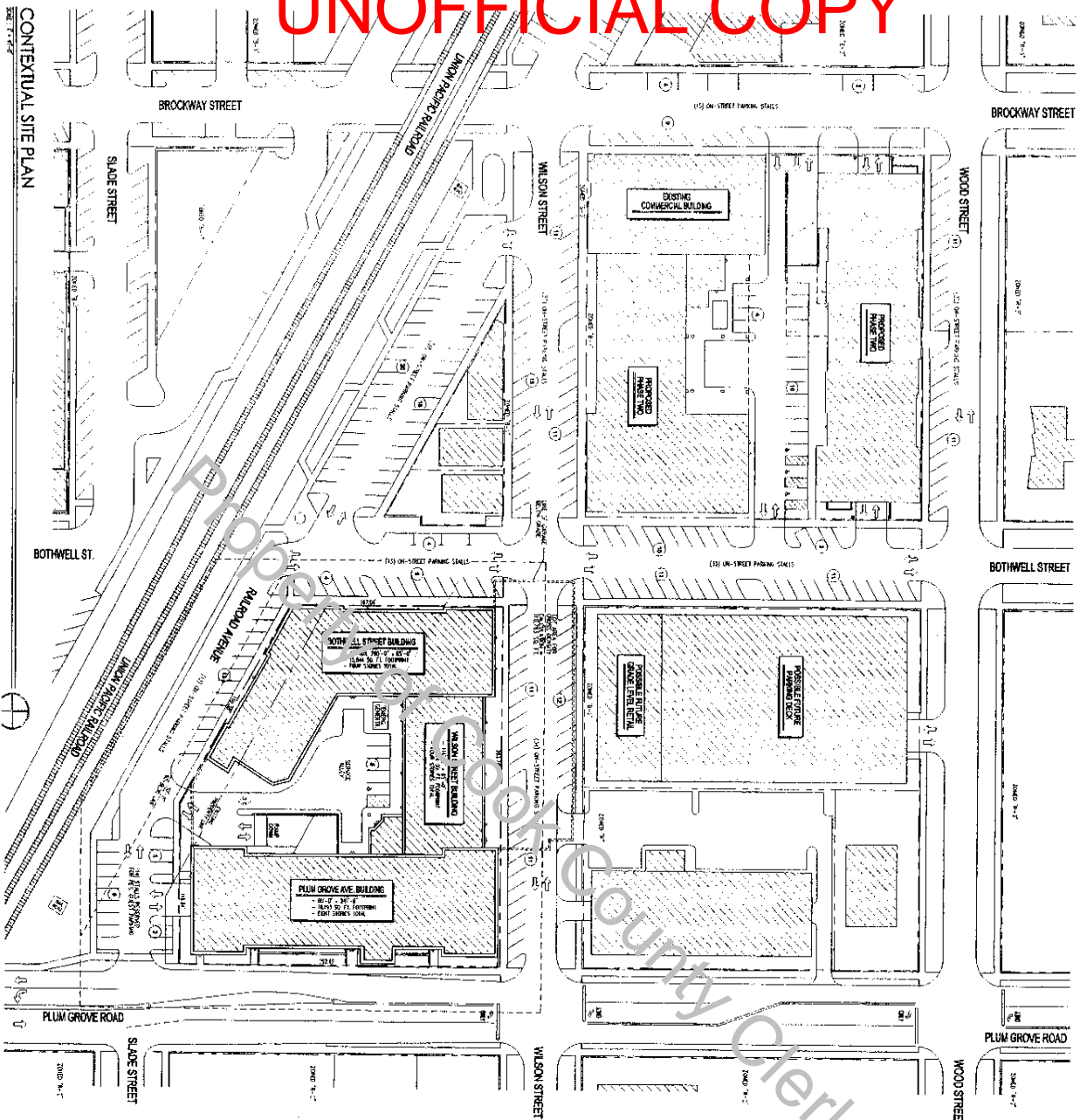


Exhibit F

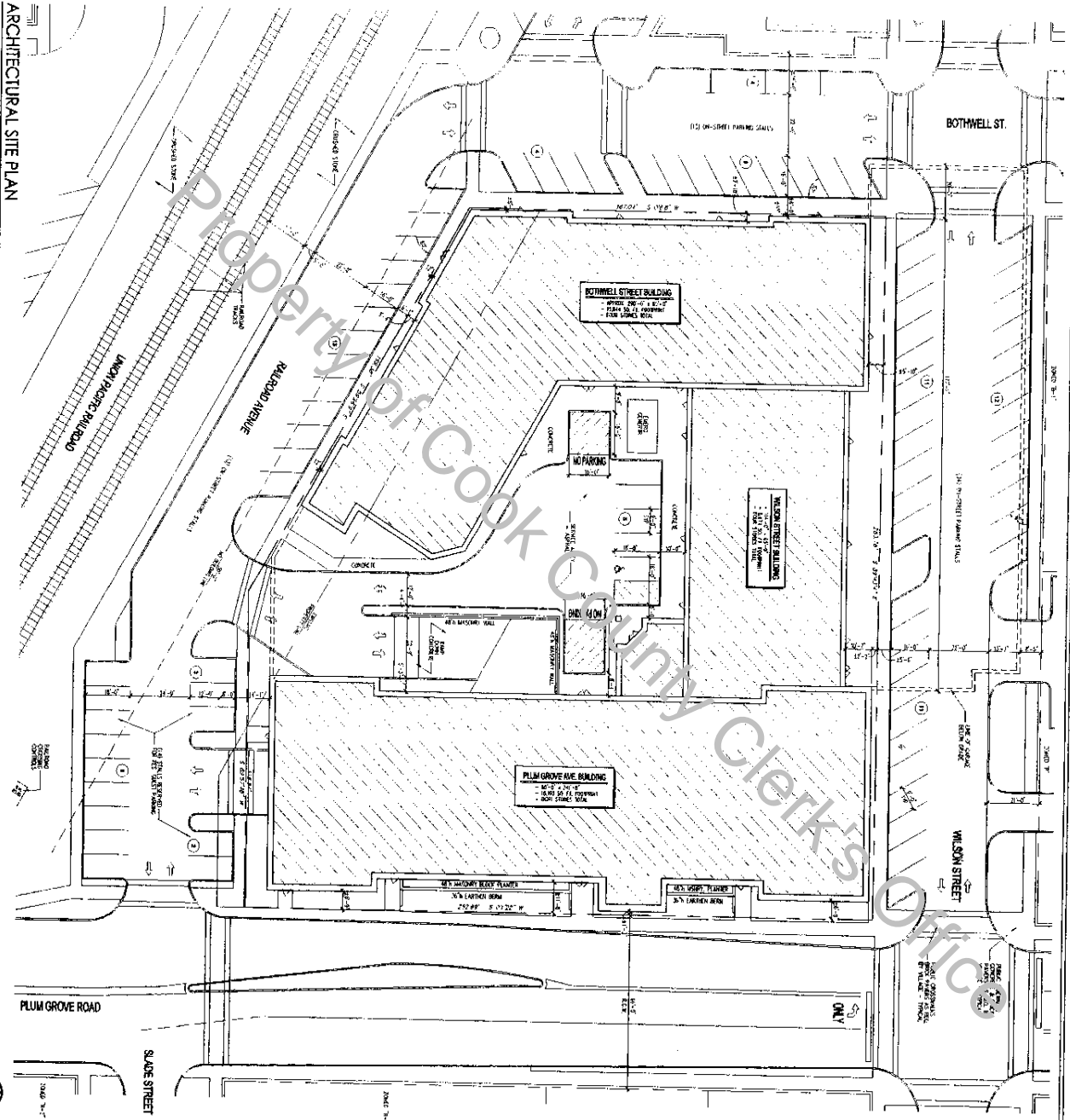
**PROJECT DATA**

**BLOCK #31**  
**WILSON STREET DISTRICT**  
**PLUM GROVE AVE & WILSON STREET**  
**BLK 007 REDEVELOPMENT**  
PALMATE, ILLINOIS

EST. LOT AREA	15,224 SQ. FT.
PROP. LOT AREA	61,145 SQ. FT.
ZONING	7-B-1 CENTRAL BUSINESS
<b>PLUM GROVE AVENUE BUILDING</b>	50' 0" x 241' 8" (12,248 SQ. FT.) (53) STALLS
<b>WILSON STREET BUILDING</b>	114' 6" x 451' 6" (51,600 SQ. FT.) (110) STALLS
<b>BOTHWELL STREET / RAILROAD AVENUE BUILDING</b>	APPROX. 290' 0" x 65' 0" (19,050 SQ. FT.) (10) STALLS
<b>UNDERGROUND PARKING</b>	256' 0" x 301' 6" (77,136 SQ. FT.) (140) STALLS
<b>GROSS FLOOR AREA</b>	4,000 SQ. FT. (1ST FLOOR) 11,500 SQ. FT. (2ND FLOOR) 5,000 SQ. FT. (3RD FLOOR) 32,000 SQ. FT. (4TH FLOOR) 4,128 SQ. FT. (5TH FLOOR) 11,879 SQ. FT. (TOTAL GROSS FLOOR AREA)
<b>DENSITY</b>	141 UNITS PER ACRE (129 UNITS PER ACRE)
<b>PARKING COMPUTATIONS</b>	(54) UNITS x 1.3 = 70.2 STALLS (120) UNITS x 2.0 = 240 STALLS RETAIL / COMMERCIAL 18,350 SQ. FT. = (61) STALLS PROPOSED RESIDENTIAL PARKING (97) SPACES INDUSTRIAL OFFICE AT GRADE (11) SPACES SURFACE PARKING ALONG FAIRFORD AVE. (17) SPACES TOTAL PARKING AVAILABLE 386 SPACES TOTAL PARKING AVAILABLE 12,350 SQ. FT. / (65) STALLS = 17,282 PARKING RATIO
<b>OVERALL RESIDENTIAL PARKING RATIO</b>	(3) SPACES
<b>SURFACE PARKING IN ALLEY</b>	(3) SPACES
<b>WILSON STREET</b>	(1) SPACES
<b>SLIDE STREET</b>	(5) SPACES
<b>TOTAL PARKING AVAILABLE</b>	386 SPACES

<p>SHEET NO. 1.P</p> <p>JOB NO. 283303</p>	<p><b>CONTEXTUAL SITE PLAN</b></p>	<p><b>BLOCK #31</b> WILSON STREET DISTRICT PLUM GROVE AVE &amp; WILSON ST.</p>	<p><b>HUMMEL DEVELOPMENT GROUP, L.L.C.</b> 145 WEST PALMATE ROAD PALMATE, ILLINOIS 60427</p>	<p>PAULIA ARCHITECTS, INC. 1214 EAST CENTRAL ROAD, SUITE 300 AURORA, ILLINOIS 60005 VOICE: 630.255.9322 FAX: 630.255.9323 www.paulia.com</p>
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# UNOFFICIAL COPY

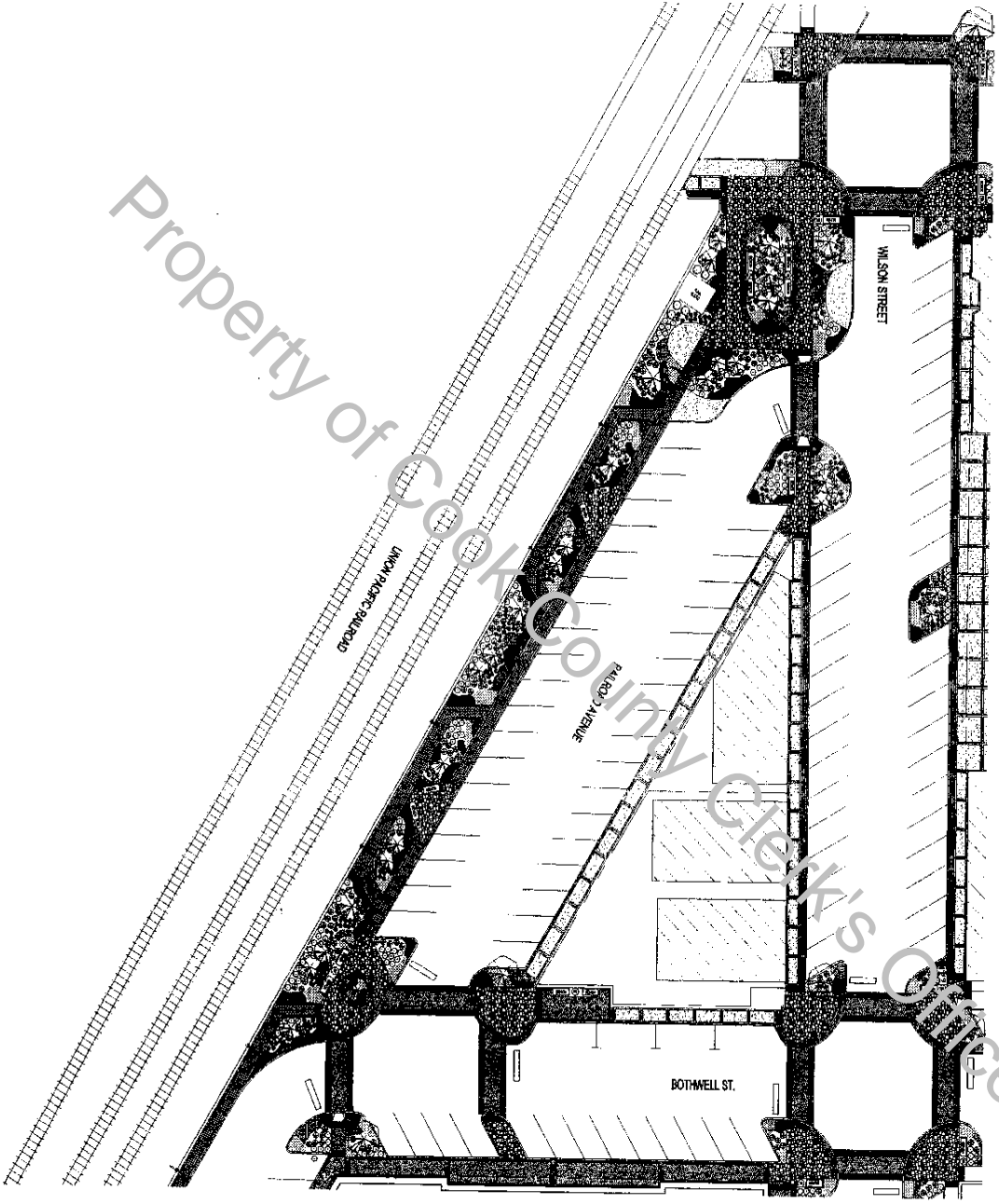


ARCHITECTURAL SITE PLAN

NOTES:  
 1. DEVELOPER SHALL COORDINATE LANDSCAPING WITH ARCHITECT AND ENGINEER.  
 2. SEAS & CONDITIONS SHALL BE PROVIDED IN SEPARATE DETAIL AS NECESSARY.

<p>TRAVATA ARCHITECTS, INC.                  1718 EAST CENTRAL ROAD, SUITE 200                  AUBURN HIGHLANDS 1, AUSTIN                  TEXAS 78751-3002                  PHONE: 512.251.2500                  WWW.TRIVATA.COM</p>		<p><b>TINAGLIA</b>                  ARCHITECTS</p>		<p>CLIENT:  <b>HUMMEL DEVELOPMENT GROUP, L.L.C.</b>                  145 WEST PALM BEACH ROAD                  PALM BEACH, FLORIDA 33407</p>	
<p>PROJECT:  <b>BLOCK #31</b>                  WILSON STREET DISTRICT                  PLUM GROVE AVE. &amp; WILSON ST.</p>		<p>DATE: 08/28/18                  DRAWN BY: KCI                  CHECKED BY: KCI                  DATE: 08/28/18</p>		<p>ARCHITECTURAL SITE PLAN</p>	
<p>JOB NO.: <b>2833303</b></p>		<p>SHEET NO.: <b>1.Pb</b></p>		<p>DATE: 08/28/18</p>	

# UNOFFICIAL COPY



LAMPLIGHTERS BLOCK - LANDSCAPING / PAVING PLAN

Property of Cook County Clerk's Office

FINAGLIA ARCHITECTS INC  
 1214 EAST CENTRAL ROAD, SUITE 200  
 ARLINGTON HEIGHTS, IL 60005  
 PHONE: 847.259.5200  
 FAX: 847.259.5202  
 WWW.FINAGLIA.COM

**FINAGLIA**  
 ARCHITECTS INC

CLIENT  
**HUMMEL  
 DEVELOPMENT  
 GROUP, L.L.C.**  
 145 WEST PALM BEACH ROAD  
 PALM BEACH, FL 33480

PROJECT  
**LAMPLIGHTERS BLOCK**  
 WILSON STREET DISTRICT  
 PALM GROVE RD. & WILSON ST.

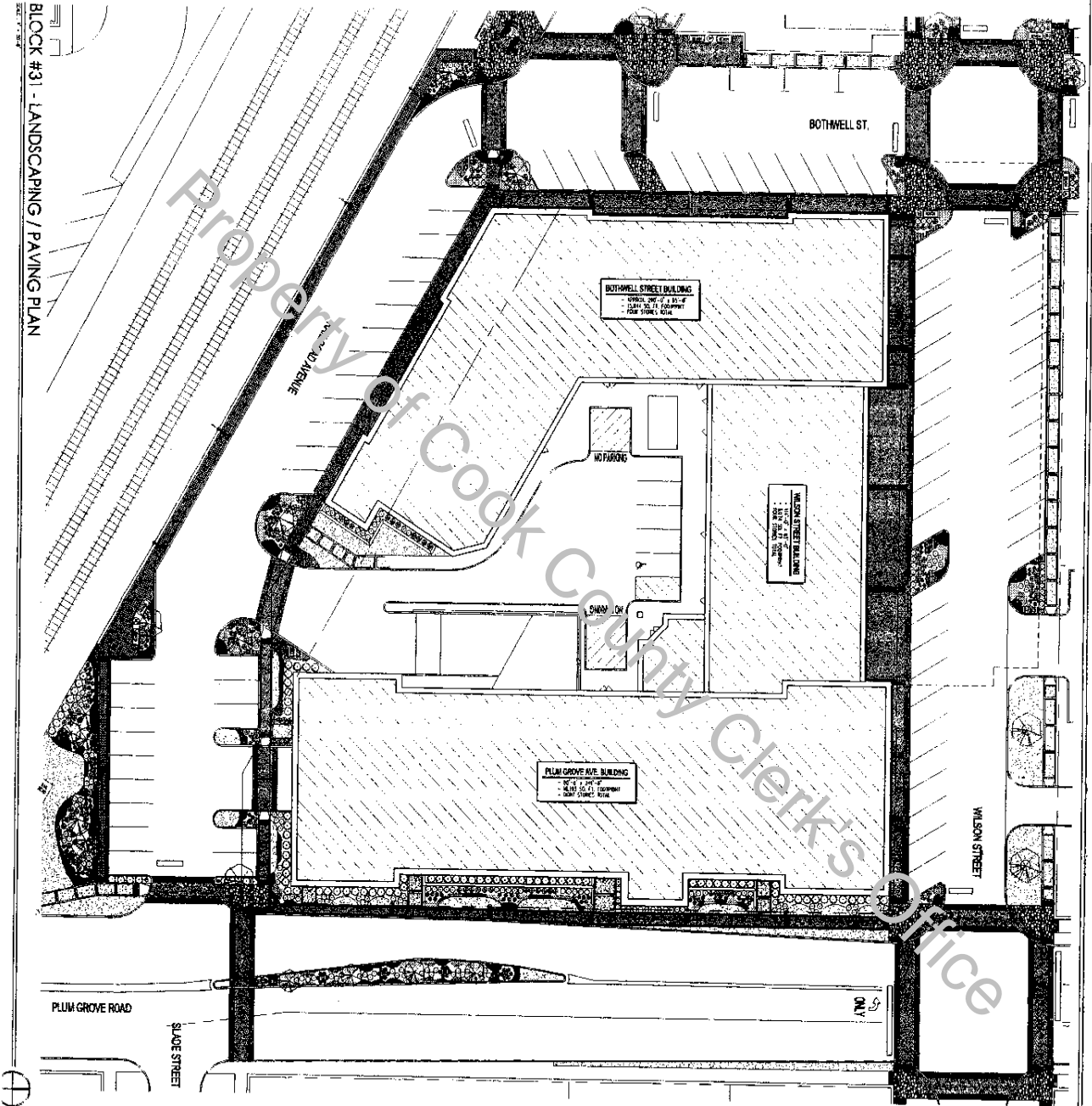
DATE: 08/11/14  
 DRAWN BY: [blank]  
 CHECKED BY: [blank]  
 APPROVED BY: [blank]

NO.	REVISIONS	DATE	BY
1	ISSUED FOR PERMIT	08/11/14	[blank]
2	REVISION	08/11/14	[blank]
3	REVISION	08/11/14	[blank]
4	REVISION	08/11/14	[blank]
5	REVISION	08/11/14	[blank]
6	REVISION	08/11/14	[blank]
7	REVISION	08/11/14	[blank]
8	REVISION	08/11/14	[blank]
9	REVISION	08/11/14	[blank]
10	REVISION	08/11/14	[blank]

JOB NO. **2833303**

SHEET NO. **1** OF **1** Pd

# UNOFFICIAL COPY

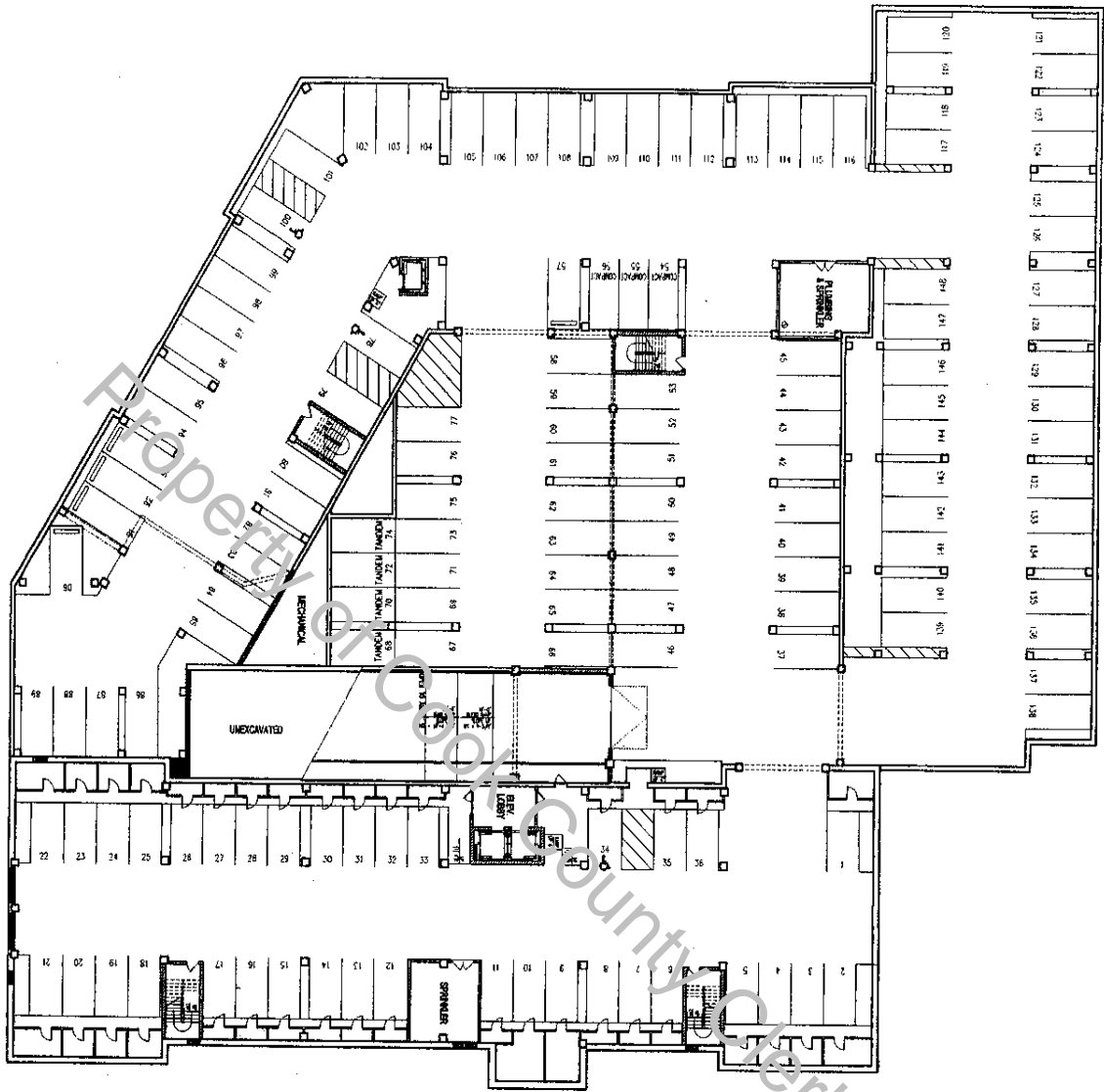


BLOCK #31 - LANDSCAPING / PAVING PLAN

<p>TRAGLIA ARCHITECT, INC. 1214 SUTHERLAND ROAD, SUITE 200 AUBURN HEIGHTS, IL 60005 VOICE: 647.233.0001 FAX: 647.233.8843 WWW.TRAGLIA.COM</p>		<p><b>TINAGLIA</b> ARCHITECTS</p>		<p>CLIENT: <b>HUMMEL DEVELOPMENT GROUP, L.L.C.</b> 165 WEST PALM BEACH ROAD PALM BEACH, FLORIDA 33407</p>		<p>PROJECT: <b>BLOCK #31</b> WILSON STREET DISTRICT PLUM GROVE RD. &amp; WILSON ST.</p>		<p>DRAWING TITLE: <b>LANDSCAPE &amp; PAVING PLAN</b></p>		<p>DATE: 08/21/13 DRAWN BY: JAC CHECKED BY: JAC</p>		<p>JOB NO.: <b>2833003</b></p>		<p>SHEET NO.: <b>1.Pc</b></p>	
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# UNOFFICIAL COPY

UNDERGROUND GARAGE PLAN



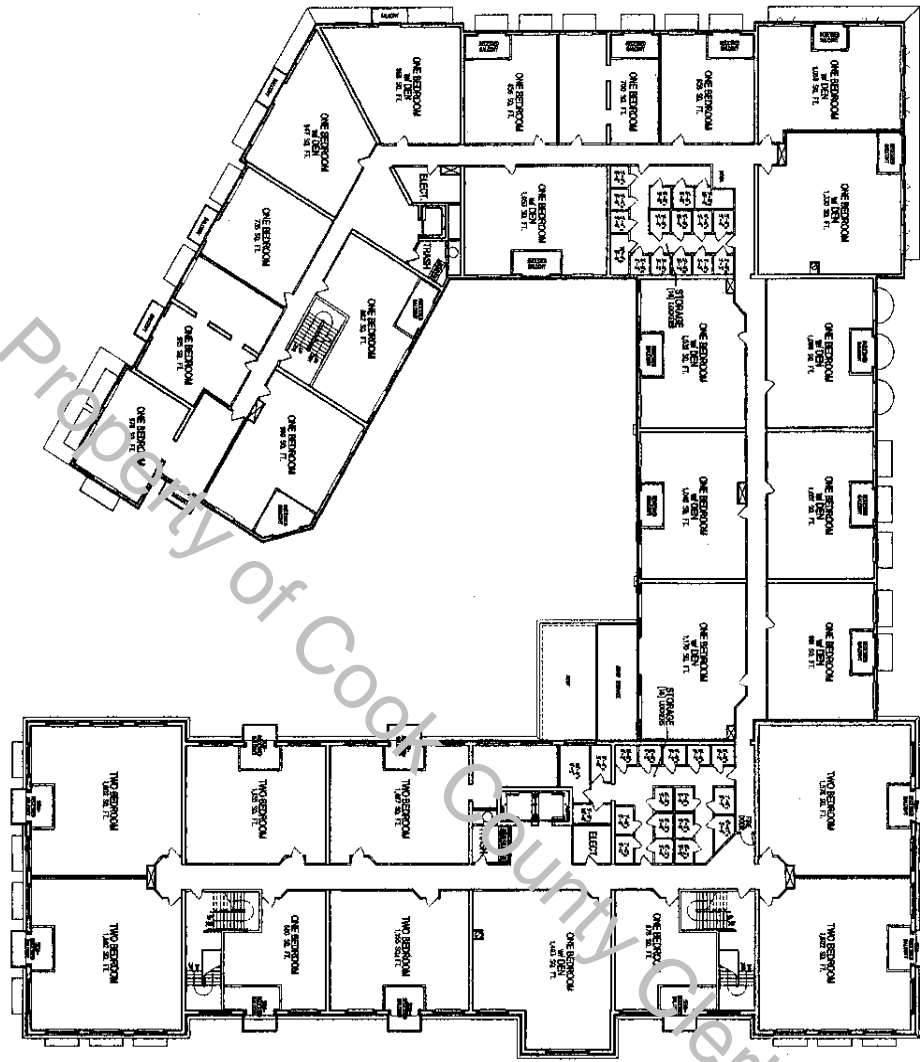
Property of Cook County Clerk's Office

<p>SHEET NO. 2.P</p>	<p>JOB NO. 283303</p>	<p><b>UNDERGROUND GARAGE PLAN</b></p>	<p><b>BLOCK #31</b></p> <p>WILSON STREET PROJECT FLUOR CORP. BLD. &amp; WILSON ST.</p>	<p><b>HUMMEL DEVELOPMENT GROUP, L.L.C.</b></p> <p>145 WEST PALM BEACH PALM BEACH, FL 33480</p>	<p><b>TINAGLIA</b></p>
<p>TRACOLA ARCHITECTS P.A.C. 1711 W. WASHINGTON AVE. SUITE 200 ARABINGTON SPRINGS, FL 33509 PHONE: 407.281.0000 FAX: 407.281.5000 WWW.TRACOLA.COM</p>					



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SECOND FLOOR PLAN  
SHEET 04.1.P



UNIT BREAKDOWN			
UNIT STYLE	NUMBER	TOTAL	
ONE BEDROOM	8	2	10
ONE BEDROOM w/ DEN	11	1	12
TWO BEDROOM	7	7	7
TWO BEDROOM w/ DEN	0	0	0
TOTAL	19	10	29

Property of Cook County Clerk's Office

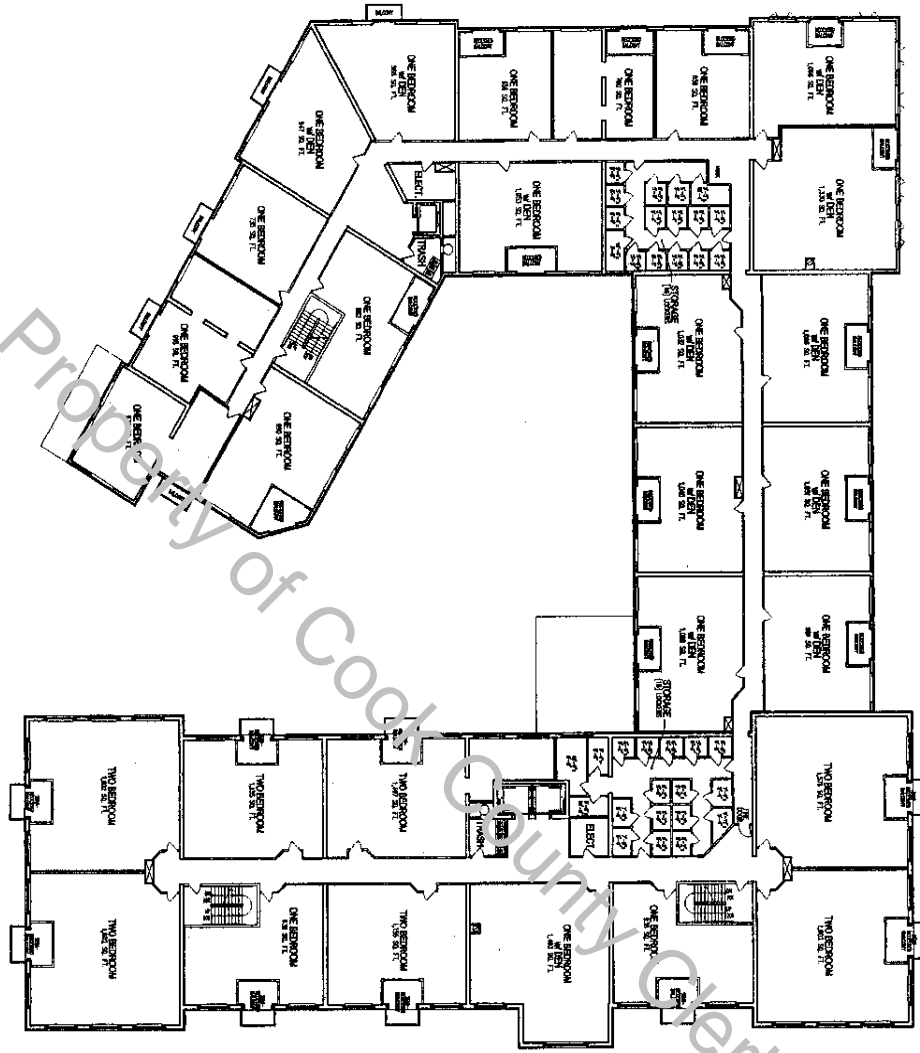
<p>PROJECT: <b>Block #31</b> WILSON STREET (INDENTED) PLUMB (GROUP) RD. &amp; WILSON ST.</p>	<p>CLIENT: <b>HUMME DEVELOPMENT GROUP, L.L.C.</b> 145 WEST PALM BEACH ROAD PALM BEACH, FL 33411</p>	<p>DATE: 08/28/2018 DRAWN BY: [Name] CHECKED BY: [Name]</p>	<p>NO. REVISED DATE BY</p> <ol style="list-style-type: none"> <li>1. INITIALS DATE BY</li> <li>2. REVISIONS DATE BY</li> <li>3. REVISIONS DATE BY</li> <li>4. REVISIONS DATE BY</li> <li>5. REVISIONS DATE BY</li> <li>6. REVISIONS DATE BY</li> <li>7. REVISIONS DATE BY</li> </ol>	<p>TRACOR ARCHITECTS, INC. 1214 EAST CENTRAL BOULEVARD - SUITE 200 ALABAMA BEACHES, FL 32008 VOICE: (407) 283-0000 FAX: (407) 283-0000 www.tracor.com</p>
<p>PROJECT: <b>Block #31</b> WILSON STREET (INDENTED) PLUMB (GROUP) RD. &amp; WILSON ST.</p>		<p>DATE: 08/28/2018 DRAWN BY: [Name] CHECKED BY: [Name]</p>		<p>TRACOR ARCHITECTS, INC. 1214 EAST CENTRAL BOULEVARD - SUITE 200 ALABAMA BEACHES, FL 32008 VOICE: (407) 283-0000 FAX: (407) 283-0000 www.tracor.com</p>
<p>PROJECT: <b>Block #31</b> WILSON STREET (INDENTED) PLUMB (GROUP) RD. &amp; WILSON ST.</p>		<p>DATE: 08/28/2018 DRAWN BY: [Name] CHECKED BY: [Name]</p>		<p>TRACOR ARCHITECTS, INC. 1214 EAST CENTRAL BOULEVARD - SUITE 200 ALABAMA BEACHES, FL 32008 VOICE: (407) 283-0000 FAX: (407) 283-0000 www.tracor.com</p>

SHEET NO. **4.P**

JOB NO. **283303**

# UNOFFICIAL COPY

THIRD FLOOR PLAN  
SCALE: 1/8" = 1'-0"



UNIT BREAKDOWN			
	LOFT	LUXURY	TOTAL
ONE BEDROOM	8	2	10
ONE BEDROOM w/ DEN	11	1	12
TWO BEDROOM	---	7	7
TWO BEDROOM TWO STORY	---	---	---
TOTAL	19	10	29

TRAVELA ARCHITECTS INC.  
1214 EAST CENTRAL BOULEVARD, SUITE 200  
AMERSON HEIGHTS, IL 60005  
VOICE - 847.283.0002  
FAX - 847.283.0004  
WWW.TRAVELA.COM

**HUMMEL DEVELOPMENT GROUP, LLC.**  
15 WEST PALMERE ROAD  
PLAINFIELD, IL 60547

**BLOCK #31**  
WILSON STREET DISTRICT  
PLAINFIELD, ILLINOIS

**THIRD FLOOR PLAN**

NO.	REVISION	DATE	BY
1	ISSUE FOR PERMITS	09/11/08	MSJ
2	ISSUE FOR CONSTRUCTION	02/23/09	MSJ
3	ISSUE FOR OCCUPANCY	03/18/09	MSJ
4	ISSUE FOR FINISHES	11/18/09	MSJ
5	ISSUE FOR OCCUPANCY	11/18/09	MSJ
6	ISSUE FOR OCCUPANCY	11/18/09	MSJ
7	ISSUE FOR OCCUPANCY	11/18/09	MSJ

JOB NO. 283303

SHEET NO. 5.P



# UNOFFICIAL COPY

FOURTH FLOOR PLAN



UNIT BREAKDOWN			
UNIT STYLE	LOFT	LUXURY	TOTAL
ONE BEDROOM	8	2	10
ONE BEDROOM W/ LOFT	8	1	9
TWO BEDROOM	7	7	14
TWO BEDROOM TWO STORY	1	0	1
TOTAL	18	10	28

TRAVILLA ARCHITECTS - INC.  
 2116 EAST CENTRAL ROAD, SUITE 200  
 ALABAMA BEARING & BROS  
 MOBILE, AL 36688  
 Phone: 904.252.2222  
 Fax: 904.252.2222  
 www.travilla.com

CLIENT  
**HUMMEL  
 DEVELOPMENT  
 GROUP, L.L.C.**  
 165 WEST PALM BEACH ROAD  
 PALM BEACH, FL 33480

PROJECT  
**BLOCK #31  
 WILSON STREET DISTRICT  
 PALM BEACH, FL 33480**

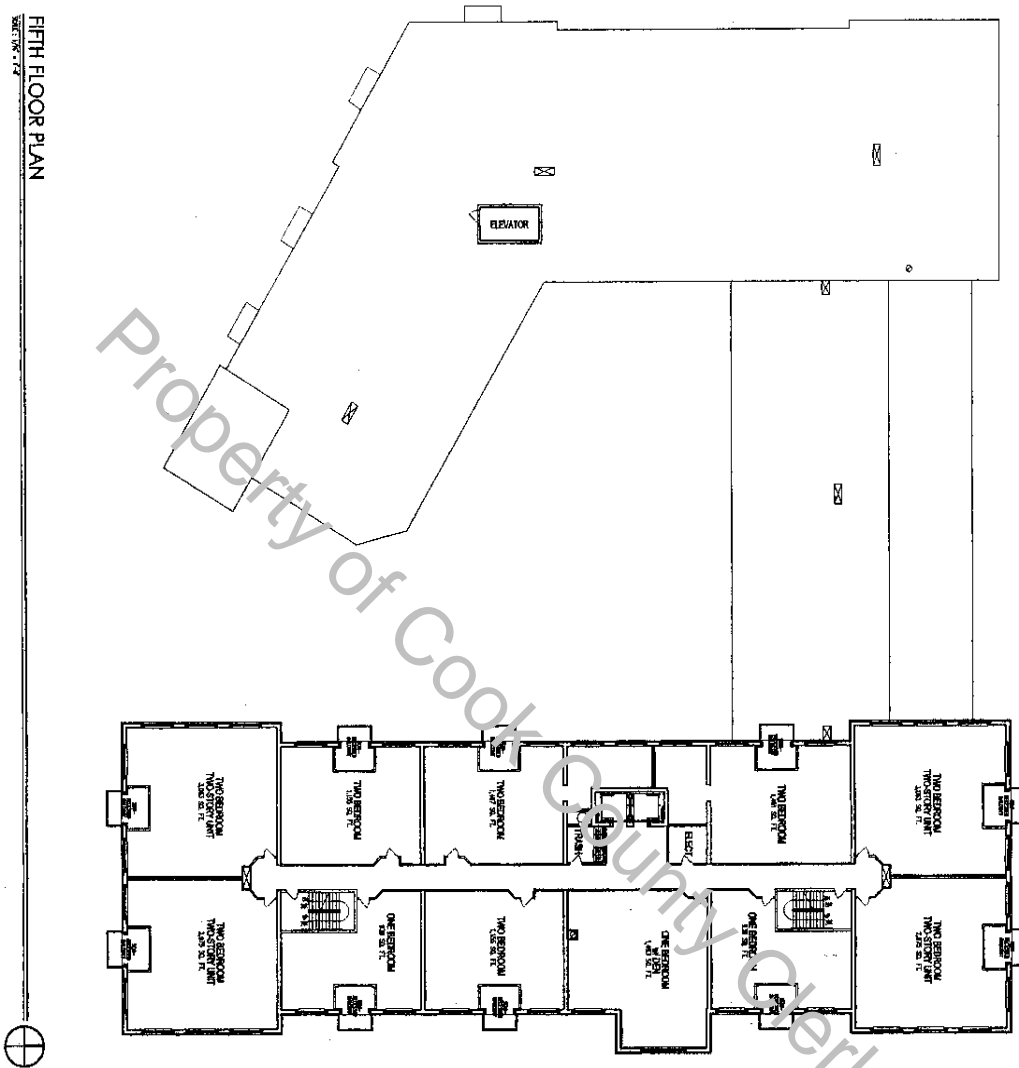
FOURTH  
 FLOOR PLAN

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY	11/14/08	MEB
2	REVISION	11/14/08	MEB
3	REVISION	11/14/08	MEB
4	REVISION	11/14/08	MEB
5	REVISION	11/14/08	MEB
6	REVISION	11/14/08	MEB
7	REVISION	11/14/08	MEB

JOB NO. **283303**  
 SHEET NO. **6.P**

# UNOFFICIAL COPY

FIFTH FLOOR PLAN  
DATE: 06-17-12



UNIT BREAKDOWN			
UNIT TYPE	LUXURY	TOTAL	
ONE BEDROOM	2	2	
ONE BDRM. w/ DEN	1	1	
TWO BEDROOM	4	4	
TWO BDRM. TWO STY.	4	4	
TOTAL	11	11	

TINAGLIA ARCHITECTS INC.  
1216 EAST CENTRAL ROAD - SUITE 200  
ARLINGTON HEIGHTS, IL 60005  
PHONE - 847 253 0022  
FAX - 847 253 3343  
www.tinaglia.com

**TINAGLIA**

OWNER:  
**HUMMEL DEVELOPMENT GROUP, LLC.**  
155 WEST PALM BEACH ROAD  
PALM BEACH, FL 33480

PROJECT:  
**BLOCK #31**  
WILSON STREET DISTRICT  
FLAM GROVE RD. & WILSON ST.

DATE: 06-17-12

NO. OF SHEETS: 2833303

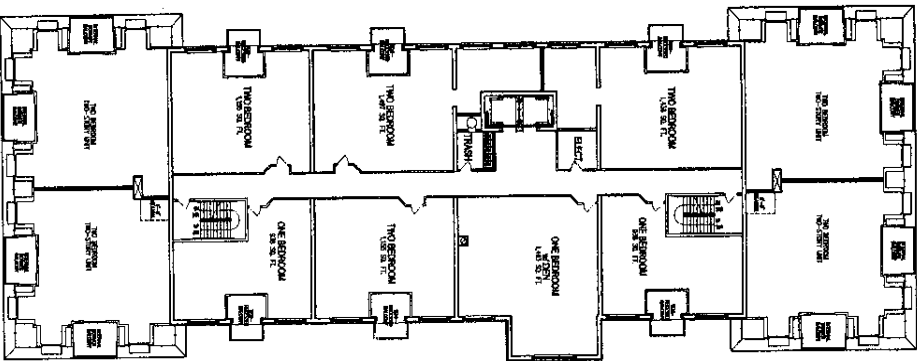
NO.	NAME	DATE	BY
1	WALKER	07/26/12	WJ
2	DESIGN DEVELOPMENT	07/27/12	WJ
3	DESIGN DEVELOPMENT	07/27/12	WJ
4	DESIGN DEVELOPMENT	07/27/12	WJ
5	DESIGN DEVELOPMENT	07/27/12	WJ
6	DESIGN DEVELOPMENT	07/27/12	WJ
7	DESIGN DEVELOPMENT	07/27/12	WJ
8	DESIGN DEVELOPMENT	07/27/12	WJ

JOB NO. **2833303**

SHEET NO. **7.P**

# UNOFFICIAL COPY

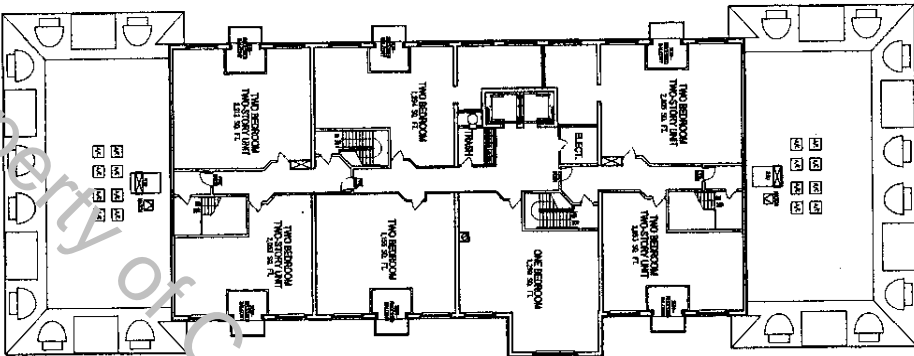
SIXTH FLOOR PLAN



UNIT BREAKDOWN

UNIT STYLE	LUXURY	TOTAL
ONE BEDROOM	2	2
ONE BEDRM w/ DEN	1	1
TWO BEDROOM	4	4
TWO BEDRM TWO STORY	---	---
<b>TOTAL</b>	<b>7</b>	<b>7</b>

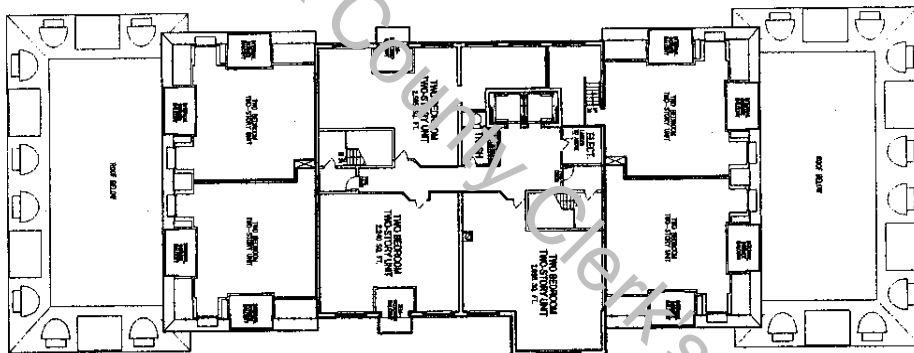
SEVENTH FLOOR PLAN



UNIT BREAKDOWN

UNIT STYLE	LUXURY	TOTAL
ONE BEDROOM	1	1
ONE BEDRM w/ DEN	---	---
TWO BEDROOM	2	2
TWO BEDRM TWO STORY	4	4
<b>TOTAL</b>	<b>7</b>	<b>7</b>

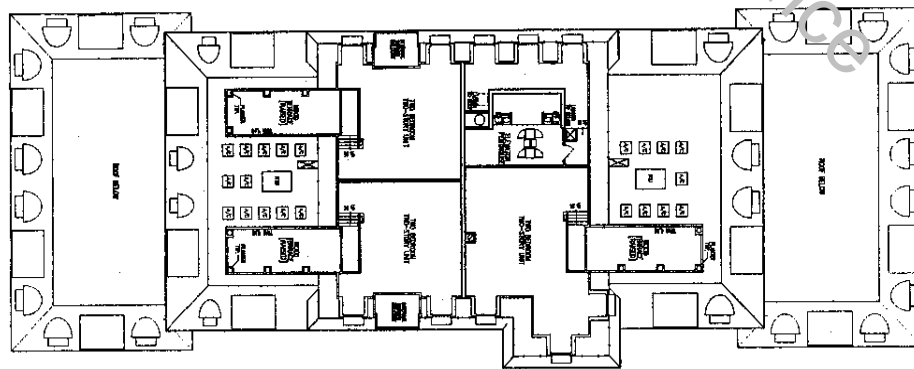
EIGHTH FLOOR PLAN



UNIT BREAKDOWN

UNIT STYLE	LUXURY	TOTAL
ONE BEDROOM	---	---
ONE BEDRM w/ DEN	---	---
TWO BEDROOM	3	3
TWO BEDRM TWO STORY	---	---
<b>TOTAL</b>	<b>3</b>	<b>3</b>

EIGHTH FLOOR ATTIC PLAN



TRAVEL ARCHITECTS - INC.  
 1714 EAST CENTRAL ROAD, SUITE 200  
 ARLINGTON, ILLINOIS 60004  
 VOICE: 647.253.0002  
 FAX: 647.253.0002  
 www.travelarchitects.com

OWNER  
**HUMME DEVELOPMENT GROUP, L.L.C.**  
 165 WEST PALMER ROAD  
 PALMER, ILLINOIS 60067

PROJECT  
**BLOCK #31**  
 WILSON STREET DISTRICT  
 PLUM GROVE RD. & WILSON ST.

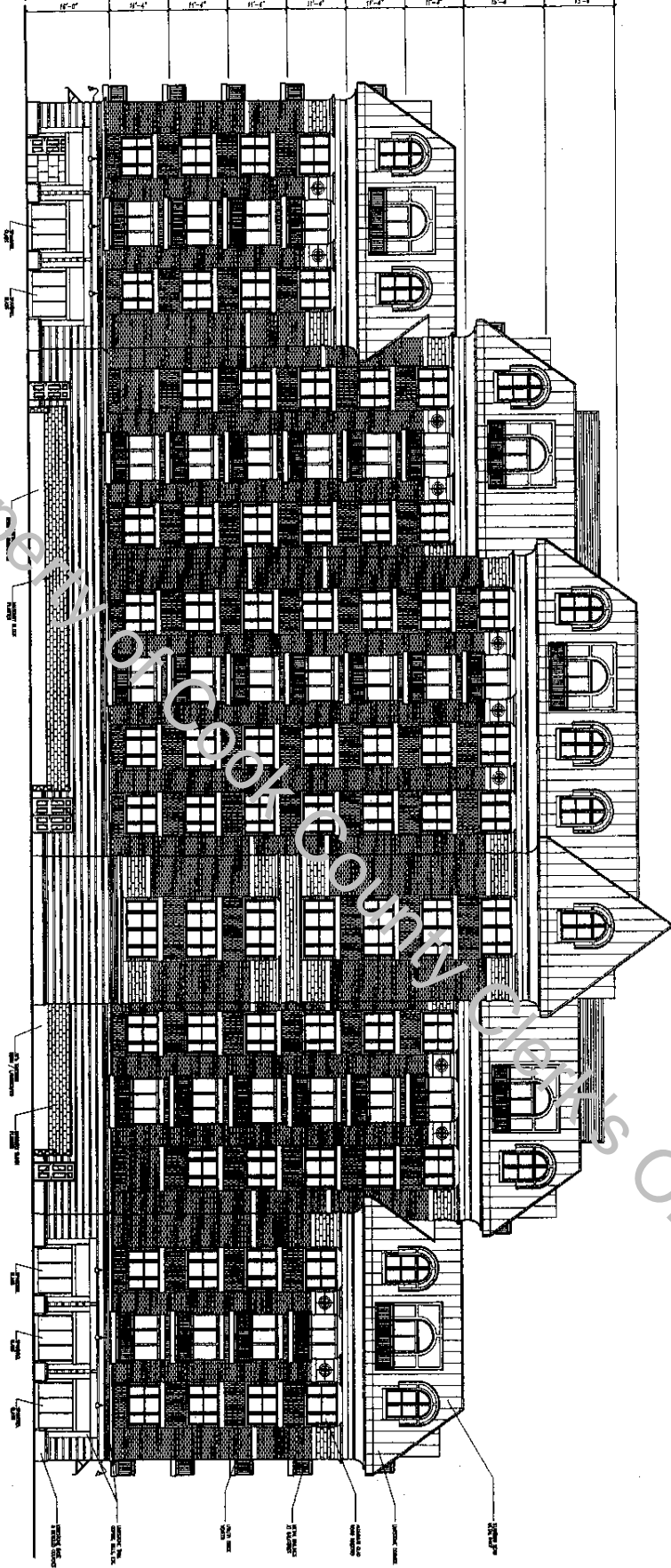
DRAWING TITLE  
**6th / 7th / 8th FLOOR PLAN**

NO.	REVISION	DATE	BY	CHK
1	ISSUED FOR PERMITS	03/14/18	WJG	WJG
2	ISSUED FOR PERMITS	03/14/18	WJG	WJG
3	ISSUED FOR PERMITS	03/14/18	WJG	WJG
4	ISSUED FOR PERMITS	03/14/18	WJG	WJG
5	ISSUED FOR PERMITS	03/14/18	WJG	WJG
6	ISSUED FOR PERMITS	03/14/18	WJG	WJG
7	ISSUED FOR PERMITS	03/14/18	WJG	WJG

JOB NO. **2833903**  
 SHEET NO. **8.P**

UNOFFICIAL COPY

PUM GROVE ROAD ELEVATION - ALTERNATE #1



Property of Scott County Planning Office

TRAVAGLIA ARCHITECTS - INC.  
 1314 EAST CENTRAL ROAD - SUITE 200  
 MANKATO, MINNESOTA 56008  
 PHONE: 507-251-0200  
 FAX: 507-251-0202  
 WWW.TRAVAGLIA.COM

TRAVAGLIA

CLIENT  
 HUMMEL  
 DEVELOPMENT  
 GROUP, L.L.C.  
 16 WEST PALMER ROAD  
 PALMER, MINNESOTA 56057

PROJECT  
 BLOCK #31  
 WILSON STREET CORNER  
 PUM GROVE ROAD & WILSON ST.

DRAWING TITLE  
 EXTERIOR  
 ELEVATIONS

REVISIONS

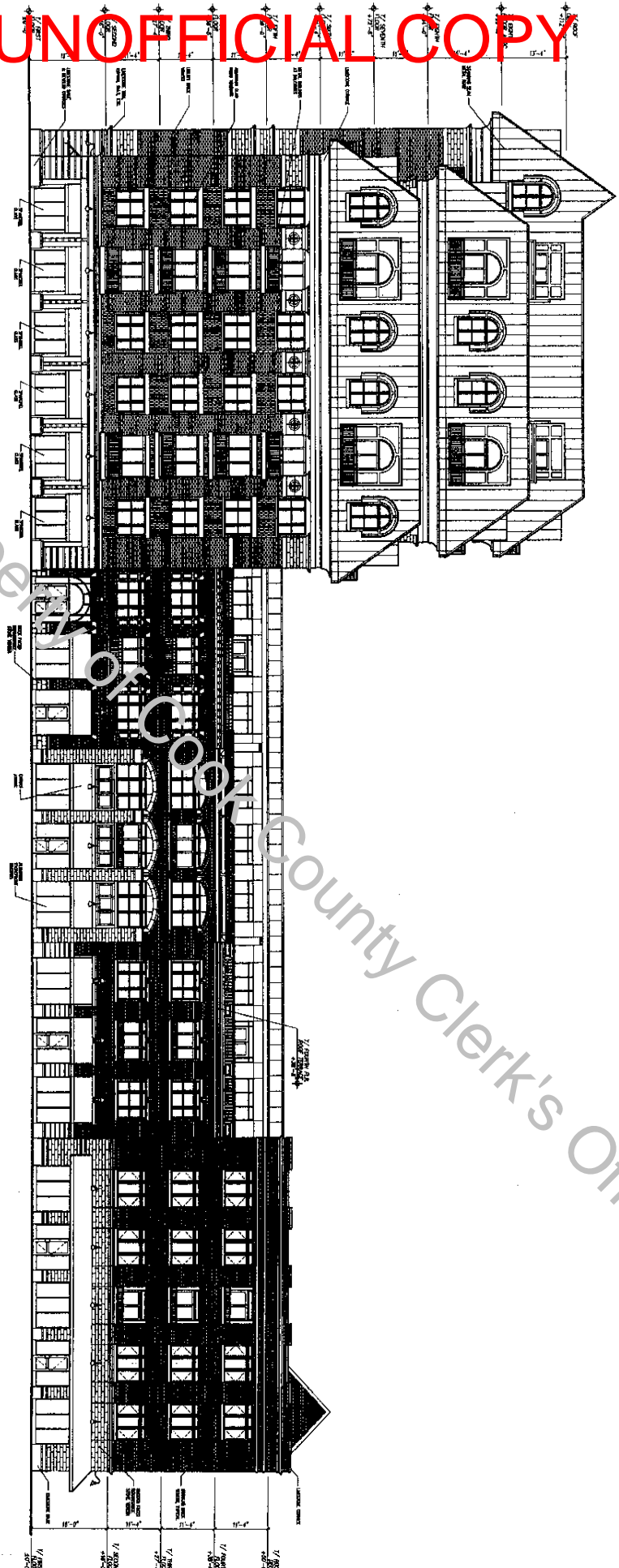
NO.	DESCRIPTION	DATE	BY	CHK'D
1	ISSUED FOR PERMITS	11/14/13	MDI	MDI
2	ISSUED FOR PERMITS	11/14/13	MDI	MDI
3	ISSUED FOR PERMITS	12/24/13	MDI	MDI
4	ISSUED FOR PERMITS	11/14/13	MDI	MDI
5	ISSUED FOR PERMITS	12/24/13	MDI	MDI
6	ISSUED FOR PERMITS	11/14/13	MDI	MDI
7	ISSUED FOR PERMITS	12/24/13	MDI	MDI

JOB NO. 283303

SHEET NO. 9.P

UNOFFICIAL COPY

NORTH / WILSON STREET ELEVATION



Property of Cook County Clerk's Office

© 2011 HUNNEBACH ARCHITECTS, INC.

HUNNEBACH ARCHITECTS, INC.  
 1714 EAST CENTRAL BOULEVARD, SUITE 200  
 AMBINGTON HEIGHTS #4, 40003  
 VOICE: 847.283.3000  
 DATA: 847.283.3003  
 www.hunnebach.com

V.I.N.A.G.O.L.L.I.

CLIENT  
 HUMME  
 DEVELOPMENT  
 GROUP, LLC,  
 145 WEST PALMER ROAD  
 PALM BEACH, FLORIDA 33407

PROJECT  
 BLOCK #31  
 WILSON STREET DISTRICT  
 PALM GROVE BO. & WILSON ST.

DATE  
 08/28/09

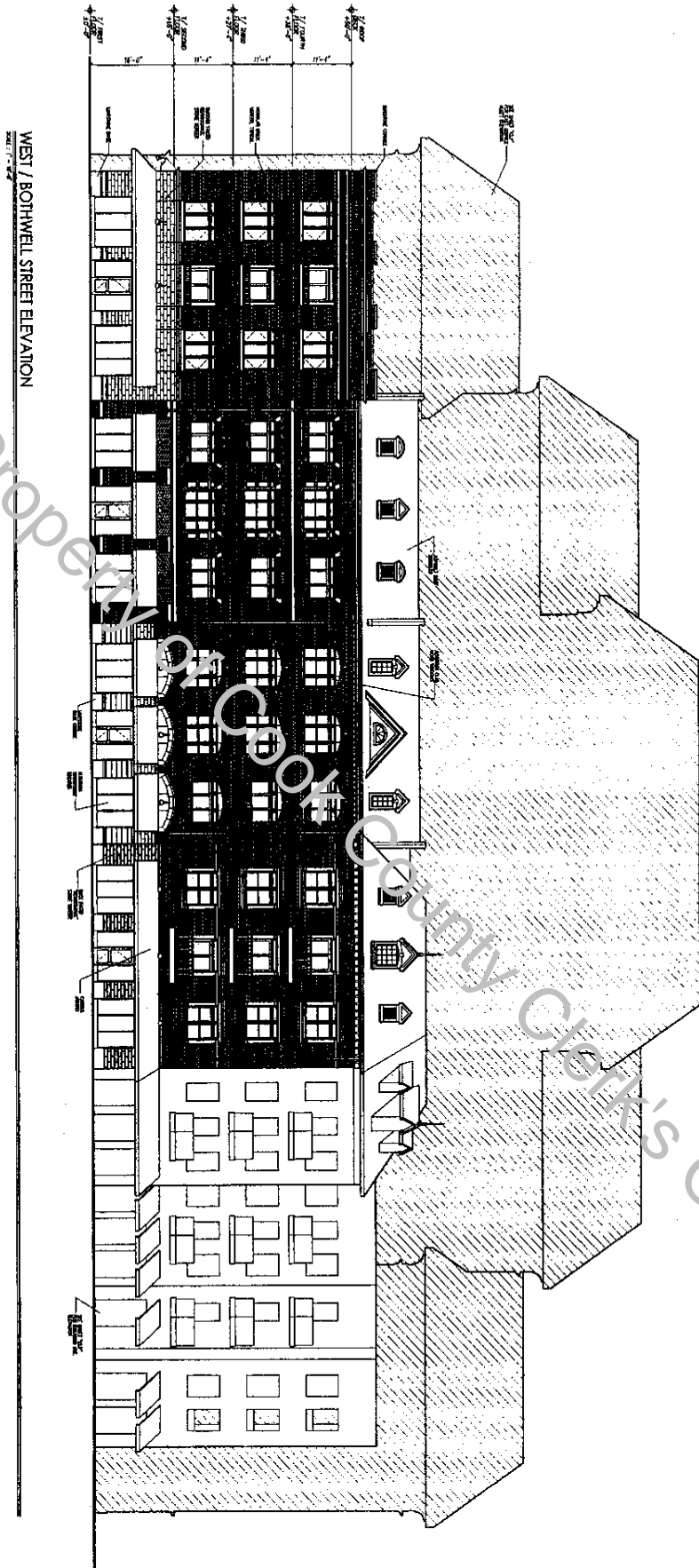
EXTERIOR  
 ELEVATIONS

NO.	REVISION/DATE	DATE	BY
1	ISSUED FOR PERMITS	08/28/09	MM
2	ISSUED FOR PERMITS	08/28/09	MM
3	ISSUED FOR PERMITS	08/28/09	MM
4	ISSUED FOR PERMITS	08/28/09	MM
5	ISSUED FOR PERMITS	08/28/09	MM
6	ISSUED FOR PERMITS	08/28/09	MM
7	ISSUED FOR PERMITS	08/28/09	MM

JOB NO. 2833303

SHEET NO. 10.P

# UNOFFICIAL COPY



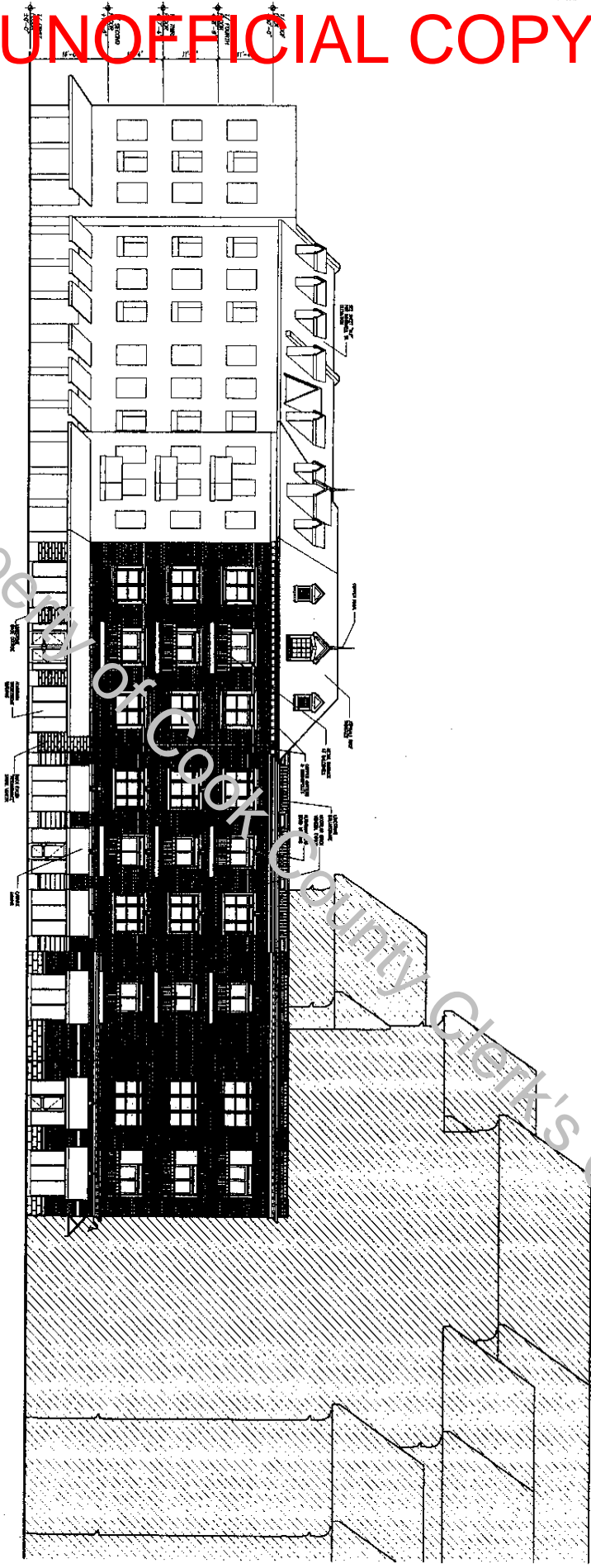
WEST / BOTHWELL STREET ELEVATION

Property of Cook County Clerk's Office

<p>TRINAGLIA ARCHITECTS, INC. 1714 EAST CENTRAL ROAD, SUITE 300 AURORA, ILLINOIS 60018 VOICE - 630.253.0202 FAX - 630.253.0245 WWW.TRINAGLIA.COM</p>		<p>PROJECT <b>BLOCK #31</b> WILSON STREET DISTRICT FLYING GEORGE CO. &amp; WILSON ST.</p>		<p>DATE <b>2012.02.01</b></p>	
<p>CLIENT <b>HUMMEL DEVELOPMENT GROUP, L.L.C.</b> 145 WEST PALM DRIVE PALM BEACH, FLORIDA 33480</p>		<p>DATE <b>02/01/12</b></p>		<p>DATE <b>02/01/12</b></p>	
<p>DESCRIPTION <b>EXTERIOR ELEVATIONS</b></p>		<p>DATE <b>02/01/12</b></p>		<p>DATE <b>02/01/12</b></p>	
<p>JOB NO. <b>283303</b></p>		<p>DATE <b>02/01/12</b></p>		<p>DATE <b>02/01/12</b></p>	
<p>SHEET NO. <b>11.P</b></p>		<p>DATE <b>02/01/12</b></p>		<p>DATE <b>02/01/12</b></p>	

UNOFFICIAL COPY

SOUTHWEST / RAILROAD AVENUE ELEVATION  
 2021.11.15



Property of GCH Security Clerk's Office

BRADDA ARCHITECTS INC  
 1314 EAST CENTRAL ROAD - SUITE 200  
 ARLINGTON HEIGHTS - IL 60005  
 VOICE - 847.253.0000  
 FAX - 847.253.0000  
 WWW.BRADDA.COM



CLIENT  
**HUMMEL  
 DEVELOPMENT  
 GROUP, L.L.C.**  
 165 WEST PALM LANE ROAD  
 PALM LANE CROSSINGS

PROJECT  
**BLOCK #31**  
 WILSON STREET DISTRICT  
 PALM GROVE RD. & WILSON ST.

EXTERIOR  
 ELEVATIONS

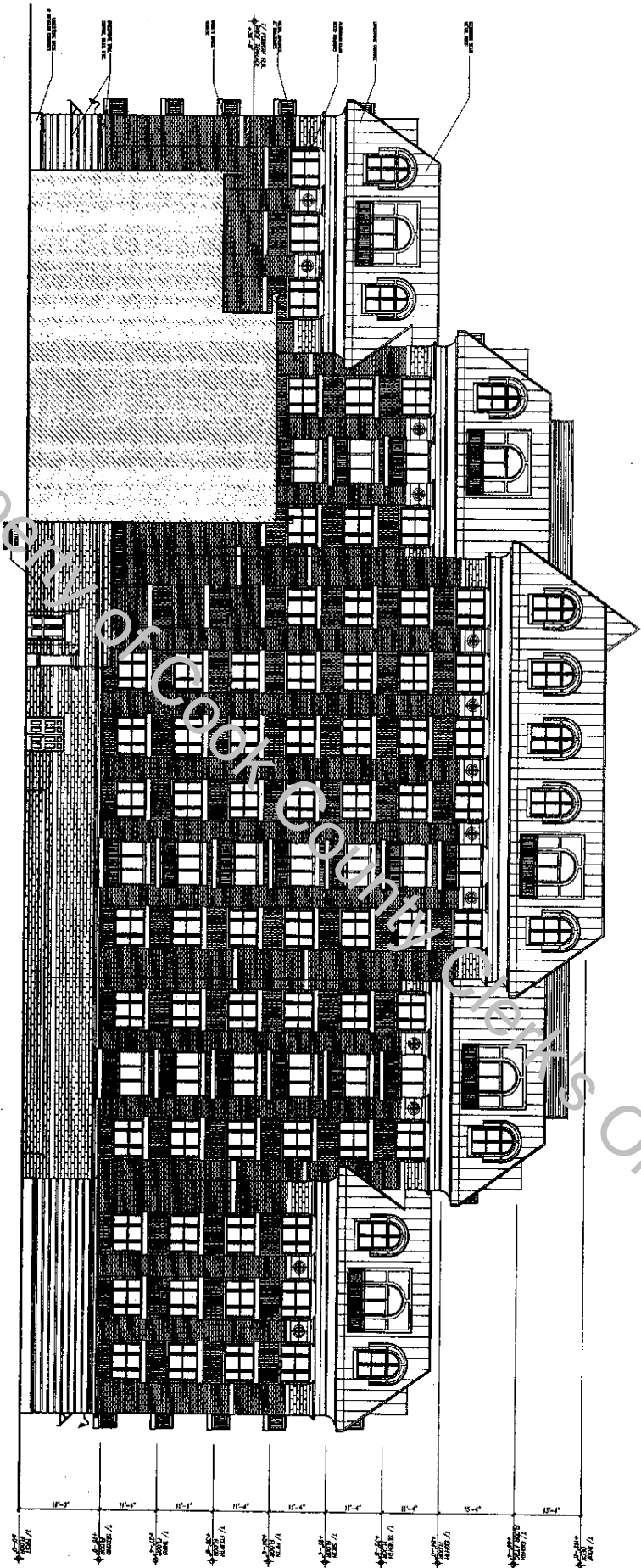
NO.	DESCRIPTION	DATE	BY
1	ISSUE FOR PERMIT	11.15.20	AKS
2	ISSUE FOR PERMIT	12.08	AKS
3	ISSUE FOR PERMIT	02.22.21	AKS

JOB NO. 2833303

SHEET NO. 12.P

# UNOFFICIAL COPY

AST SERVICE ALLEY ELEVATION



Property of **City of Raleigh** Planning Office

THAVOLA ARCHITECTS, INC.  
 1214 EAST CENTRAL ROAD, SUITE 200  
 RALEIGH, NC 27605  
 PHONE: 478.283.3000  
 FAX: 478.283.3000  
 www.thavola.com

HUNMEL  
 DEVELOPMENT  
 GROUP, LLC  
 165 WEST PALM BEACH ROAD  
 PALM BEACH, FL 33411

BLOCK #31  
 WILSON STREET, DORSETT  
 PLUM CROFT RD. & WILSON ST.  
 DORSETT, VA

EXTERIOR  
 ELEVATIONS

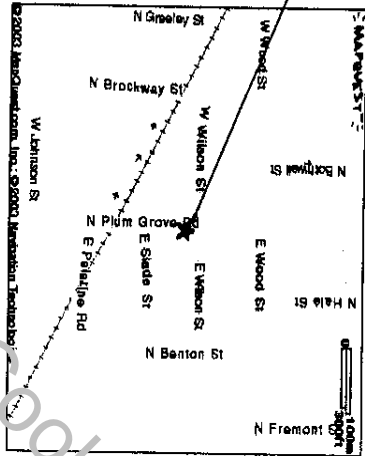
NO.	REVISION/DATE	BY	CHKD.
1	ISSUED FOR PERMIT	MM	MM
2	REVISION/DATE	MM	MM
3	REVISION/DATE	MM	MM
4	REVISION/DATE	MM	MM
5	REVISION/DATE	MM	MM
6	REVISION/DATE	MM	MM
7	REVISION/DATE	MM	MM

JOB NO. 2833303  
 SHEET NO. 13.P  
 OF



# UNOFFICIAL COPY

## ENGINEERING IMPROVEMENT PLANS BLOCK 31 OF PALATINE



PROJECT SITE

**JOB BENCHMARK:**  
SOUTH EAST FLANGE BOLT OF FIRE HYDRANT ON  
THE NORTH EAST CORNER OF SMITH AND SLADE  
STREETS. USGS ELEVATION 748.48

**OWNER:**  
R.L. HUMMEL  
801 E. BURNETT RD.  
ISLAND LAKE, IL 60042

**SURVEYOR:**  
PRECISION LAND SURVEYORS, INC.  
603 E. BURNETT ROAD STE. B  
ISLAND LAKE, IL 60042

**ENGINEER:**  
847-487-0500

THIS IS TO CERTIFY THAT TO THE BEST OF MY KNOWLEDGE  
THESE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED  
IN ACCORDANCE WITH THE PROFESSIONAL PRACTICE AND MEET THE  
REQUIREMENTS AND APPROVAL OF THE VILLAGE OF  
PALATINE, IL.



SHEET NO.	TITLE
1	COVER SHEET
2	EXISTING CONDITIONS AND DEMOLITION
3	EXCAVATION PLAN
4	IMPROVEMENTS AND GEOMETRY PLAN
5	GRADING PLAN
6	UTILITY PLAN
7	NOTES AND SPECIFICATIONS
8	DETAILS
8	PLAT OF SURVEY

### LEGEND

EXISTING	PROPOSED

PRECISION LAND  
SURVEYORS, INC.  
SURVEYORS AND  
ENGINEERS  
603 E. BURNETT RD. STE. B  
ISLAND LAKE, IL 60042  
TEL: (847) 487-0500

**BLOCK 31  
PALATINE, IL.**

PREPARED FOR  
**HUMMEL  
DEVELOPMENT  
GROUP L.L.C.**  
601 E. BURNETT RD  
ISLAND LAKE, IL 60042

NO.	DATE	REVISION

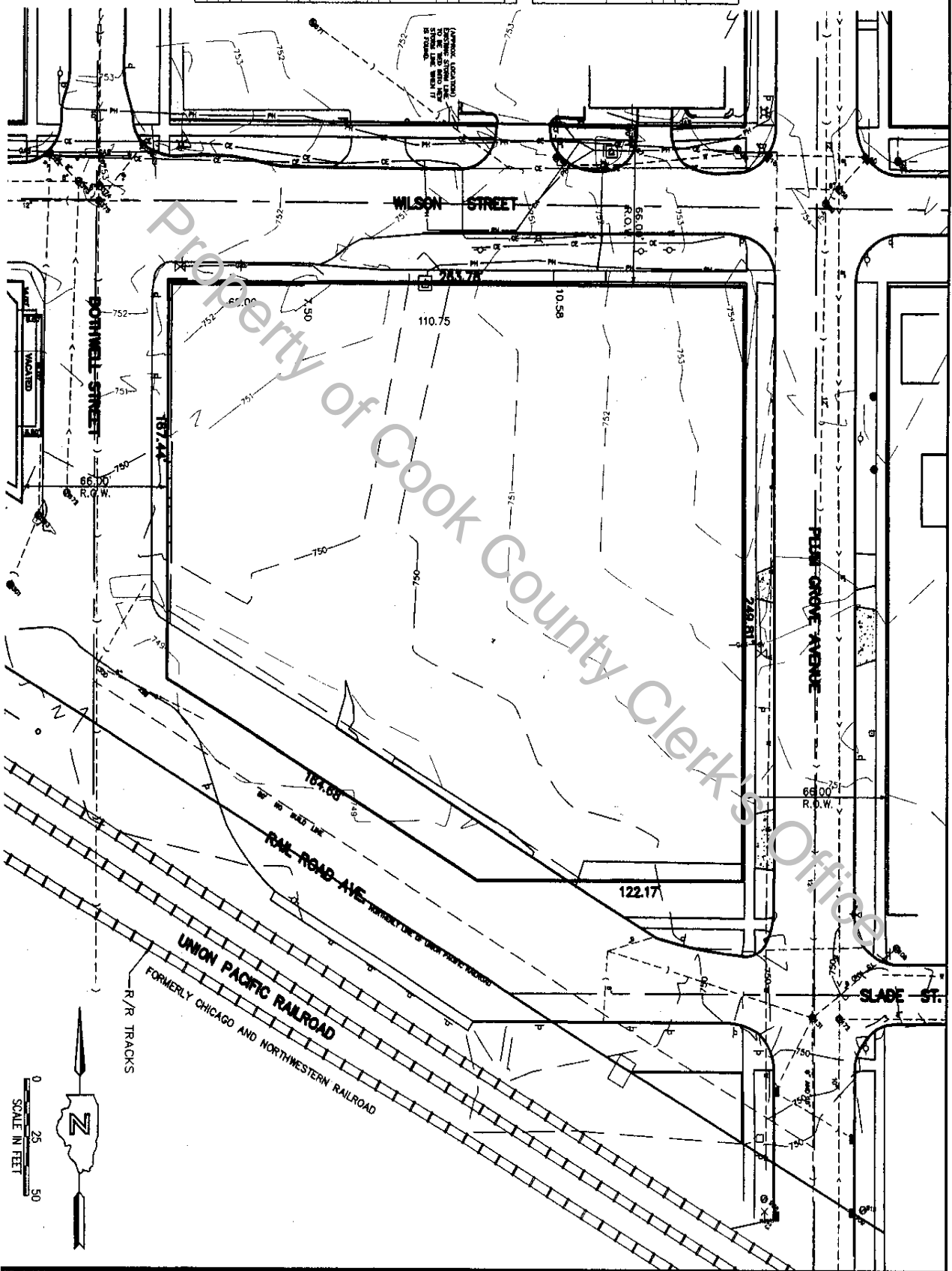
COVER SHEET  
1 OF 9

UNOFFICIAL COPY

PROPERTY INFORMATION	
OWNER	HUMMEL DEVELOPMENT GROUP L.L.C.
ADDRESS	601 E. BURNETT RD. ISLAND LAKE, IL 60042
PROJECT NAME	BLOCK 31 PALATINE, IL.
DATE	NOVEMBER 2011
SCALE	AS SHOWN
PREPARED BY	PRECISION LAND SURVEYORS, INC.
CHECKED BY	DAVID L. HANSEN
DATE	NOVEMBER 2011

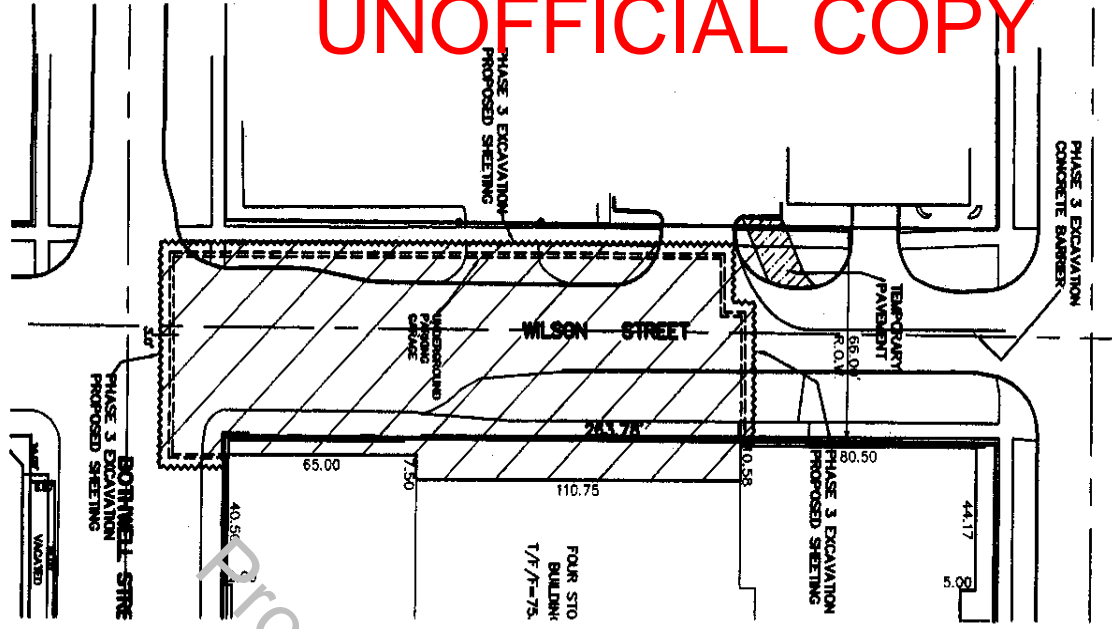
NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT
1	LOT 1	110.75	10.58
2	LOT 2	122.17	11.75
3	LOT 3	107.42	10.25
4	LOT 4	107.42	10.25
5	LOT 5	107.42	10.25
6	LOT 6	107.42	10.25
7	LOT 7	107.42	10.25
8	LOT 8	107.42	10.25
9	LOT 9	107.42	10.25
10	LOT 10	107.42	10.25
11	LOT 11	107.42	10.25
12	LOT 12	107.42	10.25
13	LOT 13	107.42	10.25
14	LOT 14	107.42	10.25
15	LOT 15	107.42	10.25
16	LOT 16	107.42	10.25
17	LOT 17	107.42	10.25
18	LOT 18	107.42	10.25
19	LOT 19	107.42	10.25
20	LOT 20	107.42	10.25
21	LOT 21	107.42	10.25
22	LOT 22	107.42	10.25
23	LOT 23	107.42	10.25
24	LOT 24	107.42	10.25
25	LOT 25	107.42	10.25
26	LOT 26	107.42	10.25
27	LOT 27	107.42	10.25
28	LOT 28	107.42	10.25
29	LOT 29	107.42	10.25
30	LOT 30	107.42	10.25
31	LOT 31	107.42	10.25
32	LOT 32	107.42	10.25
33	LOT 33	107.42	10.25
34	LOT 34	107.42	10.25
35	LOT 35	107.42	10.25
36	LOT 36	107.42	10.25
37	LOT 37	107.42	10.25
38	LOT 38	107.42	10.25
39	LOT 39	107.42	10.25
40	LOT 40	107.42	10.25
41	LOT 41	107.42	10.25
42	LOT 42	107.42	10.25
43	LOT 43	107.42	10.25
44	LOT 44	107.42	10.25
45	LOT 45	107.42	10.25
46	LOT 46	107.42	10.25
47	LOT 47	107.42	10.25
48	LOT 48	107.42	10.25
49	LOT 49	107.42	10.25
50	LOT 50	107.42	10.25



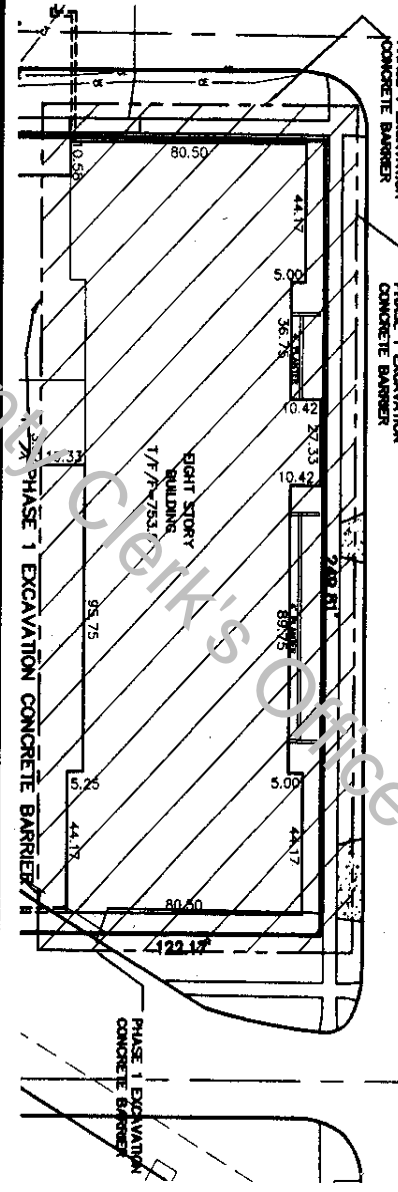
EXISTING CONDITIONS SHEET 2 OF 9	PREPARED FOR <b>HUMMEL DEVELOPMENT GROUP L.L.C.</b> 601 E. BURNETT RD ISLAND LAKE, IL. 60042	<b>BLOCK 31 PALATINE, IL.</b>	PRECISION LAND SURVEYORS, INC. SURVEYORS AND ENGINEERS 603 E. BURNETT RD. STE. B ISLAND LAKE, IL. 60042 TEL. (847) 487-0800
	DATE: 11/15/11 DRAWN BY: [blank] CHECKED BY: [blank]	PROJECT NO.: [blank] SHEET NO.: [blank]	SCALE: AS SHOWN

# UNOFFICIAL COPY

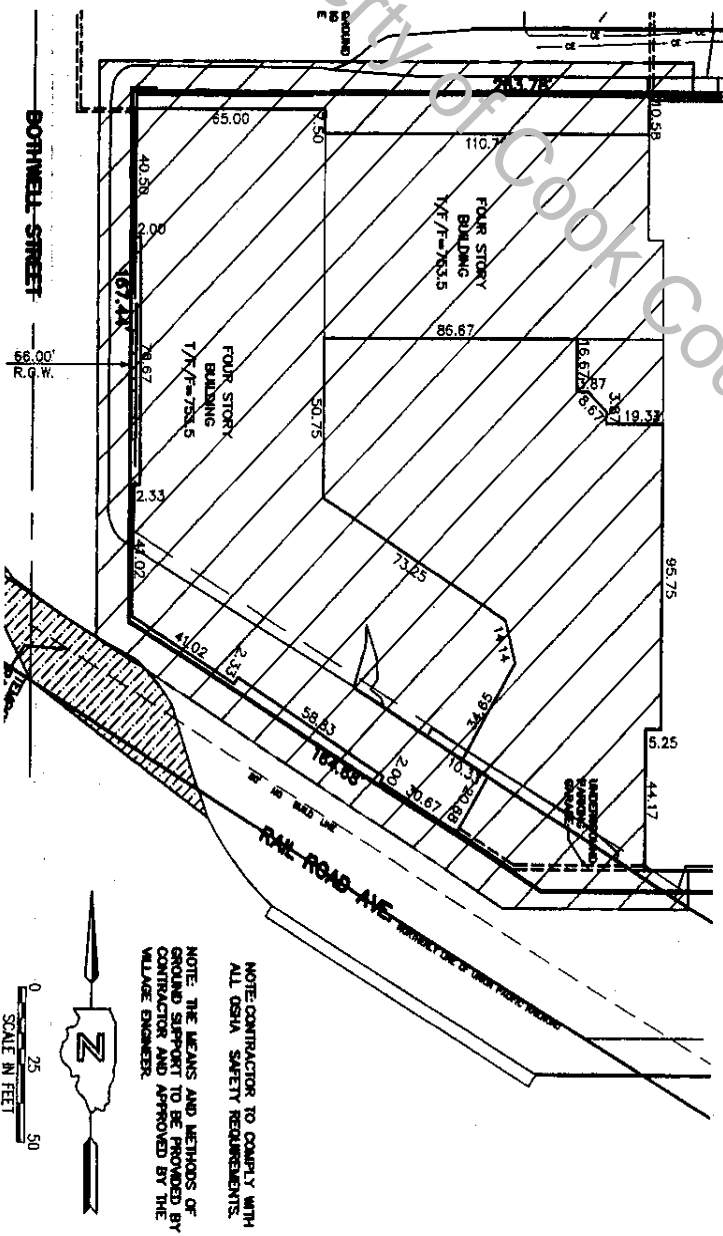
## PHASE 3



## PHASE 1

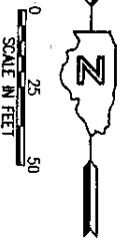


## PHASE 2



NOTE: CONTRACTOR TO COMPLY WITH ALL OSHA SAFETY REQUIREMENTS.

NOTE: THE MEANS AND METHODS OF GROUND SUPPORT TO BE PROVIDED BY CONTRACTOR AND APPROVED BY THE VILLAGE ENGINEER.



NO.	DATE	DESCRIPTION

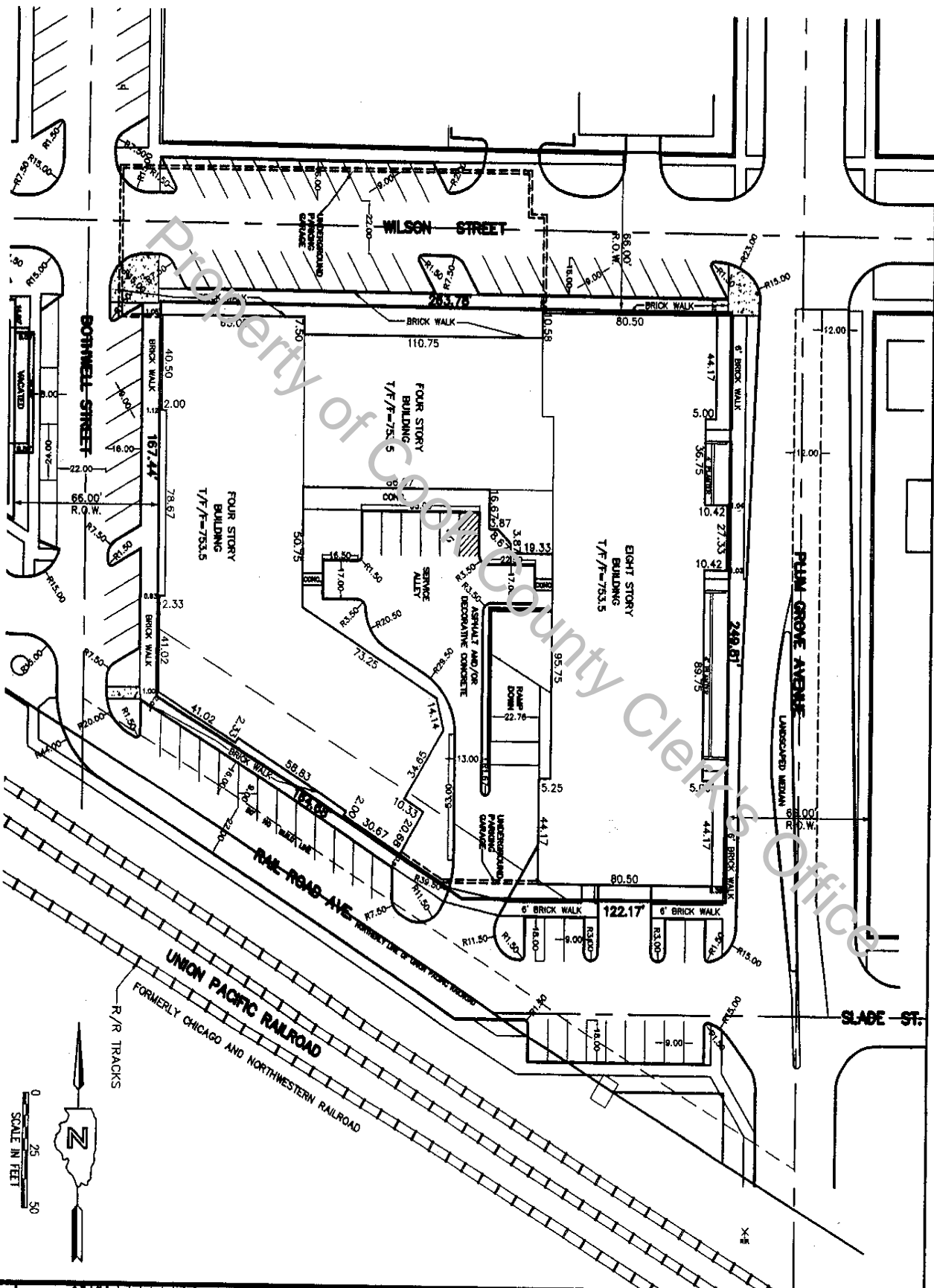
EXCAVATION PLAN

PREPARED FOR  
**HUMMEL DEVELOPMENT GROUP L.L.C.**  
601 E. BURNETT RD  
ISLAND LAKE, IL. 60042

**BLOCK 31 PALATINE, IL.**

**PRECISION LAND SURVEYORS, INC.**  
SURVEYORS AND ENGINEERS  
603 E. BURNETT RD., 3RD F  
ISLAND LAKE, IL. 60042  
TEL. (815) 887-0500

# UNOFFICIAL COPY



NO.	DATE	DESCRIPTION
1	11-15-00	PRELIMINARY PLAN
2	12-15-00	FINAL PLAN

**PREPARED FOR**  
**HUMMEL**  
**DEVELOPMENT**  
**GROUP L.L.C.**  
 601 E. BURNETT RD  
 TOLAND ILL 60043

**BLOCK 31**  
**PALATINE, IL.**

PRECISION LAND  
 SURVEYORS, INC.  
 SURVEYORS AND  
 ENGINEERS  
 803 E. BURNETT RD. STE. 8  
 PALATINE, ILL. 60067  
 TEL. (847) 487-0000