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COOK COUNTY, ILLINOIS

RECORDING COVER SHEET

FOR

REDEVELOPMENT AGREEMENT BETWEEN BUSHWOOD, LLC AND THE
VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS IN REGARD TO THE
SALE AND DEVELOPMENT OF 30 WEST MADISON STREET, MAYWOOD,
COOK COUNTY, ILLINOIS, DATED OCTOBER 16, 2006

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REDEVELOPMENT AGREEMENT BETWEEN BUSHWOOD, LLC AND THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS IN REGARD TO THE SALE AND DEVELOPMENT OF 30 WEST MADISON STREET, MAYWOOD, COOK COUNTY, ILLINOIS

This Redevelopment Agreement (the "Agreement") is made as of the 16th day of October, 2006, between Bushwood, LLC, an Illinois limited liability company, (the "DEVELOPER") and the Village of Maywood, an Illinois municipal corporation (the "VILLAGE").

WITNESSETH

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

I. PRELIMINARY STATEMENTS

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

A. The VILLAGE is a home rule municipality pursuant to Section 6 of Article VII of the Constitution of the State of Illinois of 1970.

B. The VILLAGE is the owner approximately 7.5 acres of vacant land located on the south side of Madison Street, bounded on the east by the Des Plaines River and on the west by the Village Hall and is legally described on **EXHIBIT "A"** attached hereto (the "PROPERTY").

C. Pursuant to Ordinance Numbers CO-97-01, CO-97-02, and CO-97-03, adopted March 27, 1997, the VILLAGE approved a tax increment development plan and project, designated the tax increment redevelopment project area and adopted tax increment financing relative to a designated area tax increment financing district known as the "Madison Street/5th Avenue TIF District" within which the proposed PROJECT site is located.

D. The historic use of the PROPERTY was as the Village landfill for incinerator ash from the 1930's through the late 1950's. A clay cap, believed to be three feet deep, was applied in the early 1960's, and landscape waste was placed on top of the landfill for two years during the 1990's pursuant to an agreement with Oak Park and River Forest. Except for the portion of the PROPERTY adjoining the Madison Street frontage, the vast majority of the site is built up to a level of approximately six feet above street level as the result of the landfill operation.

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E. The Illinois Environmental Protection Agency (the "IEPA") and other governmental agencies recommend open space recreational uses for former landfill sites such as the PROPERTY.

F. The VILLAGE and the DEVELOPER have previously entered into a Lease dated January 21, 2003 (the "Existing Lease") and a Redevelopment Agreement dated November 4, 2002 (the "Existing Redevelopment Agreement") relative to the development and use of the PROPERTY.

G. Under the terms of the Existing Redevelopment Agreement, the DEVELOPER has invested a considerable amount of money in redeveloping the PROPERTY as a golf driving range and golf training facility with a parking lot and access road (the "PROJECT" or "RANGE/FACILITY"), which facilities are open to the public.

H. The DEVELOPER now wishes to purchase the PROPERTY from the VILLAGE and the VILLAGE desires to sell the PROPERTY to the DEVELOPER. Towards that end, the parties have entered into a real estate contract relative to the sale of the PROPERTY (the "Real Estate Contract").

I. As part of and concurrent with the sale of the PROPERTY, the parties will terminate the Existing Lease and Existing Redevelopment Agreement, and enter into this Redevelopment Agreement (the "Agreement") relative to certain conditions of the sale of the PROPERTY for the sole and exclusive purpose of allowing the continued development of and use of the PROPERTY by the DEVELOPER as a golf driving range and training facility that is open to the public.

J. The Corporate Authorities have determined that the DEVELOPER's use of the PROPERTY represents a viable, productive use of the PROPERTY in light of the historic use of the PROPERTY and all other relevant considerations. In addition, the Corporate Authorities are of the opinion that the PROPERTY, which had lain vacant and unused prior to DEVELOPER's redevelopment, should continue to be put to productive commercial use and should be sold to DEVELOPER because it is no longer necessary, appropriate, or required for use by the VILLAGE, and because the continued use of the PROPERTY by DEVELOPER is in the best interests of the VILLAGE and will serve the needs of the VILLAGE, increase employment opportunities, stimulate commercial growth and stabilize the tax base.

K. It is in the mutual best interests of the VILLAGE and the DEVELOPER to pursue the sale and continued use and redevelopment of the PROPERTY as proposed in the Existing Redevelopment Agreement and this Agreement.

L. Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) authorize municipalities to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law or by ordinance. The VILLAGE is

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authorized to sell the PROPERTY to the DEVELOPER pursuant to Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1). In addition, the VILLAGE as a "home rule unit" of local government is authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Article VII, Section 10(a) of the Illinois Constitution of 1970.

II. ENVIRONMENTAL CONDITIONS

A. "As-Is, Where-Is". The DEVELOPER shall acquire a fee simple interest in the PROPERTY under the terms of this Agreement and the Real Estate Contract, and the DEVELOPER shall accept the condition of the PROPERTY on an "As-Is, Where-Is" basis, including all environmental contaminants and groundwater, except as is otherwise expressly set forth in this Agreement, without any representations or warranties of any kind, express or implied, either oral or written, made by the VILLAGE or any agent or representative of the VILLAGE with respect to the physical, environmental or structural condition of the PROPERTY, including but not limited to layout, square footage, zoning, use and occupancy restrictions, susceptibility to flooding or with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on, under or affecting the PROPERTY. Except as is otherwise expressly set forth in this Agreement, the VILLAGE has made and continues to make no warranty, guarantee or representation whatsoever and disclaims any implied warranty regarding the fitness for particular purpose, quality or merchantability of the PROPERTY or any portion thereof.

The DEVELOPER agrees to take the PROPERTY "As-Is, Where-Is," including all environmental contaminants and groundwater, and in so agreeing the DEVELOPER acknowledges and represents that it has or will perform its own due diligence by inspecting the PROPERTY and has made or will make such investigation as it deems appropriate into the environmental and other conditions affecting the PROPERTY, including, without limitation, the conditions described above in the preceding paragraph. In so doing, the DEVELOPER represents that it has retained or will retain, at DEVELOPER's sole cost and expense, such experts and agents to assist in such inspection and investigation as it has deemed or will deem appropriate.

B. Retention of Clay Cap. As a condition of the sale, the DEVELOPER shall maintain and leave in place the clay cap, believed to be three feet deep, that was placed over the land fill on the PROPERTY in the 1960's (the "Clay Cap"). Any removal or other action affecting the integrity of the Clay Cap, other than borings necessary for environmental testing purposes, shall take place only with the written consent of the Corporate Authorities of the Village and then, only in full compliance with all governing federal, State, and local environmental regulations.

C. Developer's Environmental Representations and Warranties. The DEVELOPER and DEVELOPER's Affiliates (which shall mean DEVELOPER and its officers, members, managers, servants, agents, successors, assigns, and employees) represent and warrant that they shall:

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1. Maintain the PROPERTY in compliance in all material respects with any applicable law (including but not limited to applicable federal, State, county and Village environmental laws) and be responsible for making any notification or report concerning the PROPERTY to a Governmental Authority required to be made by any applicable law.
2. Not allow the installation of asbestos containing materials or underground storage tanks on the PROPERTY, or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnet and cable, containing PCBs; the DEVELOPER will take all reasonable steps to assure that there will be no spill, discharge, leak, emission, injection, escape, dumping or release of any toxic or hazardous materials or substances by any persons on the PROPERTY.
3. Obtain and maintain in full force and effect all material Governmental Approvals required by any applicable law for operations at the PROPERTY, provided, however, the DEVELOPER shall not enter into negotiations with any Governmental Authority or agency to develop variances or revisions to laws or regulations with respect to the PROPERTY without the Corporate Authorities' prior written approval, which will not be unreasonably withheld.
4. Expediently cure to the reasonable satisfaction of the VILLAGE any material violation of applicable laws at the PROPERTY at DEVELOPER's own expense to the extent such violation is attributable to events or conditions which arose during the term of the Existing Lease or arise during the term of this Agreement, and are the result of the PROJECT or activities on the PROPERTY or are caused by DEVELOPER's Affiliates or any person permitted to use the PROPERTY by DEVELOPER or any third party during the term of the Existing Lease or term of this Agreement except the VILLAGE.
5. Not create or operate at the PROPERTY any landfill or dump or hazardous waste management facility or solid waste disposal facility as defined pursuant to RCRA or any comparable state law. DEVELOPER will take all reasonable steps to assure that there will be no spill, discharge, leak, emission, injection, escape, dumping or release (which shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaking, dumping or disposing into the environment) of any toxic or hazardous material by any person on the PROPERTY.

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6. Not manufacture, use, generate, transport, treat, store, release, dispose or handle any hazardous or toxic material, contaminant or pollutant, as defined by any federal or State environmental laws, at, in under, on or about the PROPERTY except in the ordinary course of its business and in *de minimis* amounts, without the written permission of the Corporate Authorities; the DEVELOPER further covenants and agrees that, throughout the term of this Agreement, all hazardous material which may be used by any person for any purpose upon the PROPERTY shall be used or stored thereon only in a safe manner and in accordance with all applicable standards and laws.
7. Within 72 hours notify the VILLAGE in writing of and provide any reasonably requested documents upon learning of any of the following which arise in connection with the PROPERTY:
- (a) Any allegation of liability for response or corrective action, natural resource damage or other harm pursuant to CERCLA, RCRA or any comparable State law;
 - (b) Any Environmental Claim (which shall mean any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent decree, penalty, fine, lien, proceeding or claim (whether administrative, judicial or private in nature) arising (i) pursuant to, or in connection with an actual or alleged violation of, any environmental law, (ii) in connection with any hazardous material or actual or alleged hazardous material activity, (iii) from any abatement, removal, remedial, corrective or other response action in connection with a hazardous material, environmental law or other order of a Governmental Authority or (iv) from any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment;
 - (c) Any violation of an environmental law or release, threatened release or disposal of a hazardous material, waste or substance;
 - (d) Any restriction on the ownership, occupancy, use or transferability arising pursuant to any (i) release, threatened release or disposal of a hazardous material, waste or substance, or (ii) environmental law; or
 - (e) Any environmental, natural resource, health or safety condition which could materially impair the condition of the PROPERTY or could have a Material Adverse Effect (which shall mean any

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changes or effects that individually or in the aggregate are or are reasonably likely to be materially adverse to (i) the assets, business, operations, income or condition (financial or otherwise) of the DEVELOPER, (ii) transactions contemplated by this agreement, or (iii) the ability of the DEVELOPER to perform their respective obligations under this agreement).

8. Conduct, at DEVELOPER'S expense, expeditiously to the reasonable satisfaction of the Corporate Authorities of the VILLAGE and in accordance with any applicable environmental law, any response action necessary to remove, remediate, clean up or abate any material release, threatened release or disposal of a hazardous material, waste, contaminant, pollution or other dangerous environmental condition or substance to the extent such response action is attributable to events or conditions which arose during the term of the Existing Lease or which arise during the term of this Agreement, except to the extent that any contamination occurs as a result of actions taken after the date of this Agreement by the VILLAGE or any of its Agents and Affiliates.
9. The DEVELOPER shall indemnify and hold the VILLAGE and its officers, elected and appointed officials, including the Mayor and Board of Trustees, employees and agents and successors and assigns, both in their individual and official capacities (hereinafter referred to as "VILLAGE Affiliates") harmless against any claim, suit, loss, liability or damage, including, attorneys' fees and expenses incurred by the VILLAGE and/or VILLAGE Affiliates in defending itself or complying with applicable laws and regulations, arising out of or relating to the disposal or release of any hazardous substance, material, contaminant, or pollutant in, under, on or about the PROPERTY by the DEVELOPER. For additional indemnifications, see Section VII.M.
10. Notify the VILLAGE Manager and VILLAGE attorney by telephone within two hours of DEVELOPER's actual knowledge of the release of hazardous materials, including the extent to which the identity of hazardous material is known, the quantity thereof and the cause(s) of the release, and provide the VILLAGE within 72 hours of the event, with copies of all written notices by DEVELOPER that are reported to or received from a Governmental Authority.
11. Not transport or dispose of any soil or groundwater onto or from the PROPERTY without the prior written consent of the VILLAGE and in compliance with all applicable laws. The VILLAGE shall not be named

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in any document or manifest as the generator or transporter of contaminated soil or water.

III. GENERAL CONDITIONS

A. Termination of Existing Lease and Existing Redevelopment Agreement.

Upon the approval and execution of this Agreement and the Real Estate Contract by the parties and the consummation of the sale and the conveyance of fee simple title of the PROPERTY to the DEVELOPER, the parties shall execute a Certificate of Termination relative to the Existing Lease and Existing Redevelopment Agreement, which shall act to terminate the Existing Lease and Existing Redevelopment Agreement. Said Certificate shall be in substantially the form set forth in EXHIBIT "B" attached hereto and made a part hereof. In such event, the termination of the Existing Lease and Existing Redevelopment Agreement will be accomplished by mutual assent and no payments or other financial obligations on the part of either party, other than a proration of rent for the month in which the sale takes place, shall be triggered by such termination.

B. Right of First Refusal. During the term of this Agreement, the PROPERTY may be sold by the DEVELOPER only on the condition that it continue to be used as a golf driving range and golf training facility or for another use that is in compliance with all federal, State, local and Village law, regulations, and requirements, and only subject to the following:

In the event that the DEVELOPER, subsequent to purchasing the PROPERTY pursuant to the Real Estate Contract, desires to sell the PROPERTY prior to the end of the term of this Agreement, the VILLAGE shall have a right to first refusal to purchase the PROPERTY upon the same terms and conditions as evidenced by an authentic, commercially viable and accepted offer to DEVELOPER from any other party. Upon receipt of such offer, the DEVELOPER shall promptly advise the VILLAGE of the full terms and conditions of such offer and furnish a copy of any written offer submitted. The VILLAGE shall then have sixty (60) days in which to exercise its option to enter into a contract with the DEVELOPER to repurchase the PROPERTY on the same terms and conditions. If the VILLAGE fails to exercise its option, the DEVELOPER shall be free to sell the PROPERTY to such third party. If the VILLAGE does not exercise its option to repurchase the PROPERTY as set forth above, the DEVELOPER is free to sell the PROPERTY, so long as the PROPERTY continues to be used as a golf driving range and golf training facility or for another use that is in compliance with all federal, State, local and Village law, regulations, and requirements. If the DEVELOPER fails to enter into the contract for sale of the PROPERTY with the third party within ninety (90) days after expiration of the right of first refusal on the same terms and conditions that were communicated to the VILLAGE, this right of first refusal shall be reinstated.

Upon expiration of this Agreement, the DEVELOPER is free to sell the PROPERTY, so long as the PROPERTY continues to be used as a golf driving range and golf training facility or for another use that is in compliance with all applicable federal, State, Local and

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VILLAGE law, regulations, and requirements. The duty to use the PROPERTY only in compliance with all federal, State, Local and Village law, regulations and requirements is a covenant that runs with the land and shall survive the termination of this Agreement.

C. Recreation Tax. The VILLAGE has enacted by ordinance a recreation tax or similar tax under its home rule powers (the "Recreation Tax"), that applies to all rentals of golf balls at the Range/Facility which are not subject to any state or local retailers occupation taxes. The DEVELOPER agrees to continue paying to the VILLAGE such Recreation Tax on an annual basis by January 30th of each year [e.g., the Recreation Tax for year 2006 shall be paid by January 30, 2007]. The Recreation Tax shall remain fixed at 1.5% for the first five years of the operation of the Range/Facility (with the first year having been 2004) and thereafter the Tax (using 1.5% as the base rate) may be increased by the VILLAGE in the years 2009, 2014, 2019 and 2024 by up to the percentage increase of the Consumer Price Index (All Urban Consumers - Chicago/12 months percentage change rate) during the year preceding the increase adjustment. For example, if the increase in the applicable CPI rate in 2008 is 2.0%, then the maximum rate of the Recreation Tax for 2009 through 2014 shall be 1.53% ($1.5\% \times 2.0\% + 1.5\% = 1.53\%$). The VILLAGE shall not adopt any other business tax relating to the operation of the Range/Facility during the term of this Development Agreement that is payable solely or primarily by the DEVELOPER or DEVELOPER's customers, unless required by state law or the tax or fee charged or imposed is legally and uniformly assessed against all members of the same class of taxpayers.

[Example: total annual golf ball rentals for year 2006 = \$400,000.00. The Recreation Tax payable to the VILLAGE for year 2006 = $400,000.00 \times 1.5\% = \$6,000.00$]"

The administration and collection of the Recreation Tax shall be subject to the Local Government Taxpayers' Bill of Rights Act (50 ILCS 45/1 et seq.), as amended, and all audit procedures and turn-over of document requirements set forth in said Act shall apply to the DEVELOPER with respect to the payment of any money under this Agreement. Specifically, the DEVELOPER agrees to provide the Village Finance Director, or any auditor of the VILLAGE, with full access to its books and records, tax returns and schedules, contracts and agreements, and other documents relating to the operation of the Range/Facility upon request within a 10-day period to ensure compliance with the terms of this Agreement and any Ordinances approved relative to the Recreation Tax. Copies of any documents or records of the DEVELOPER shall be treated, to the fullest extent provided under law (including the Freedom of Information Act), as confidential, personal information and exempt from disclosure to the public.

D. Continued Use. This Agreement is conditioned on the continued use by DEVELOPER of the PROPERTY as a golf driving range and golf training facility. Failure to so use the PROPERTY in compliance with all federal, State, Local and Village laws and regulations or failure to use the PROPERTY for a period of time exceeding 120 consecutive

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days for reasons other than weather or construction or reconstruction of the facilities shall constitute a default under this Agreement.

The VILLAGE agrees that each year for the time period of November 15 through March 15, the DEVELOPER may erect and operate a temporary dome facility, after Village Board approval of the design of the dome which shall not be unreasonably withheld, for purposes of operating an indoor golf driving range and golf training facility during that time period, provided that the dome structure is constructed in compliance with all federal, State, Local and Village laws and regulations, including but not limited to the applicable state and federal environmental laws and the provisions of this Agreement and the prohibition on disturbing the clay cap. In its construction and operation of the proposed dome, the DEVELOPER agrees that it shall comply with all federal, State, Local and Village laws and regulations and all of the provisions of this Agreement and pay all required fees and permits that are necessary to construct and operate the dome each year.

E. Hours of Operation. The DEVELOPER shall operate only a golf driving range and golf training facility, which shall be open to the public, on the PROPERTY. Hours of operation shall be not earlier than 6:00 a.m., and not later than 11:00 p.m., Monday through Sunday. The DEVELOPER shall not use or convert the PROPERTY, or any portion thereof, for any non-golf related purposes or activities.

F. Community Outreach Programs. The DEVELOPER shall use its best efforts to establish and maintain the following community programs throughout the entire term of this Agreement:

1. Free use of the driving range by the Proviso East High School golf teams;
2. Free introductory golf lessons for Maywood children through the Maywood Park District, the Boys and Girls Club, and local summer camps; and
3. The DEVELOPER shall attempt to hire VILLAGE residents as employees and work with the VILLAGE to publicize and recruit VILLAGE residents to fill such positions.

G. Correction of MWRD Violations. The VILLAGE has been notified in writing by the Metropolitan Water Reclamation District that the potential violations on the VILLAGE'S waste water treatment permit from the Metropolitan Water Reclamation District relative to failures by the DEVELOPER to perform certain actions relative to its ongoing development of the PROPERTY have been corrected by the DEVELOPER. Specifically, the DEVELOPER has put a final surface coat on the parking lot of the facility to the submitted and approved specifications, has established parking lot drainage facilities to the finished grade elevations, and has submitted an application for a final inspection of the operating facility on the PROPERTY and the final inspection has been completed with the PROPERTY passing the inspection.

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H. Condition and Upkeep of Premises. DEVELOPER shall, at its cost, keep the PROPERTY, including all improvements it has made or will make to the PROPERTY and any existing appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will repair or replace all damaged netting, all plumbing fixtures with others of equal quality, and will keep the PROPERTY, including all sidewalks, driveways, parking lots, landscaping, grass, and infrastructure improvements that serve the PROPERTY in a good working order and in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this Agreement at DEVELOPER's expense, and will remove the snow and ice from the sidewalks and driveways located on the PROPERTY. DEVELOPER will collect all golf balls that travel beyond the PROPERTY, and shall collect balls that travel into the Des Plaines River at least three times per year. DEVELOPER, at its own expense, will keep all improvements in compliance with all federal, State, county and Village regulations, laws and ordinances applicable thereto, and keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair.

I. Payment of Fees. The DEVELOPER shall be responsible for payment of all fees and costs associated with obtaining any necessary permits relative to operation of the Range/Facility.

J. Payment of Fees and Costs to Enforce Agreement. The DEVELOPER shall be responsible for and will pay and discharge all reasonable costs attorneys' fees and related expenses that shall be made and incurred by the VILLAGE in enforcing the provisions of this Agreement. The payment obligations of the DEVELOPER under this subsection are not limited in any manner by the reimbursement obligations of the DEVELOPER set forth in Section V(H) below.

K. Binding Agreements. The DEVELOPER shall not permit any management, service, equipment, supply, maintenance, concession, or other agreements relating to the PROPERTY or the Range/Facility to be binding on the VILLAGE due to the termination of the Existing Lease and Existing Redevelopment Agreement.

L. Parking. The DEVELOPER will continue to allow Village Employees and residents, visiting the Village Hall on Village business, to temporarily park in the parking lot on the PROPERTY during the month of December each year for purposes of allowing the public to park close to Village Hall to pay for vehicle stickers so long as such parking does not impair the ability of patrons or employees of the Range/Facility to park for the purposes of using or working at the Range/Facility, as has been its informal practice during the term of the Existing Redevelopment Agreement.

M. Condemnation Funds. A condemnation proceeding captioned Department of Transportation of the State of Illinois v. American National Bank and Trust Co. of Chicago as Trustee u/t/a 118475-06 dated July 8, 1994, et al., No. 02 L 050628, resulted in the taking of a portion of Madison Street by the State of Illinois. Although said condemnation action is complete, the VILLAGE is still entitled to the sum of \$7,500.00 (the

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"Condemnation Funds"), which has been deposited with the Treasurer of Cook County. DEVELOPER acknowledges that the VILLAGE is entitled to the Condemnation Funds and that it shall cooperate and provide any assistance requested by the VILLAGE in obtaining the Condemnation Funds if such Funds are not released to the VILLAGE prior to Closing. The DEVELOPER further acknowledges that if, following Closing, the Condemnation Funds are ordered or directed to be released to the DEVELOPER as the then-current owner, the DEVELOPER shall immediately convey the full amount of the Condemnation Funds released to the DEVELOPER to the VILLAGE.

IV. REPRESENTATIONS AND WARRANTIES BY VILLAGE

The VILLAGE represents and warrants to the DEVELOPER, both as of the date of execution and delivery of this Agreement and as of the date of Closing, and for the term of this Agreement, that to the present knowledge of the Mayor and Board of Trustees:

A. Authority. The VILLAGE has the power and authority to execute, deliver and perform the terms and obligations of this Agreement, including, without limitation, the right and power to sell the PROPERTY to the DEVELOPER.

B. Condition of the Property. The PROPERTY may have been used in the past as a landfill. The historic use of the PROPERTY was as the VILLAGE landfill for incinerator ash from the 1930's through the late 1950's. A clay cap, believed to be three feet deep, was applied in the early 1960's, and landscape waste was placed on top of the landfill for two years during the 1990's pursuant to an agreement with Oak Park and River Forest. Except for the portion of the PROPERTY adjoining the Madison Street frontage, the vast majority of the site is built up to a level of approximately six feet above street level as the result of the landfill operation. There may be the presence of radon, asbestos, underground storage tanks, hazardous materials or other environmental contamination on, in or under the PROPERTY.

C. Retail Sales Tax and Other Taxes. The State of Illinois and the VILLAGE, as a home rule municipality, have full authority to impose on the DEVELOPER the State and Local Retailers' Use, Occupation and Service Taxes, in amounts determined by the State or the VILLAGE from time to time, on the revenues and activities generated by the PROJECT. In addition, the VILLAGE has the right and authority to continue to collect the Recreation Tax as described above and impose such other lawful taxes or fees on the PROPERTY or the revenues generated by the PROJECT provided that the tax or fee charged or imposed is legally and uniformly assessed against all members of the same class of taxpayers.

D. Possession. Upon termination of the Existing Lease, the VILLAGE will have the sole and exclusive right to possession of the PROPERTY, and the VILLAGE agrees to convey sole and exclusive possession of the PROPERTY under the terms of this Agreement and the Real Estate Contract to DEVELOPER at Closing in "AS-IS, WHERE-IS" condition, including all environmental contaminants and groundwater.

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E. Violations of Laws or Ordinances. The Village has been notified, and has in turn notified DEVELOPER, in a letter dated December 8, 2005, that there are certain unresolved issues or conditions existing at the PROPERTY that are in violation of the VILLAGE'S Metropolitan Water Reclamation Board Waste Water Treatment Permit. These conditions include the failure to put a final surface coat on the parking lot to the submitted and approved specifications, failure to establish the parking lot drainage facilities to the finish grade elevations, and failure to apply for and receive the final inspection for the facility operating on the PROPERTY. Other than those violations, the PROPERTY is not in violation of any VILLAGE laws, ordinances or regulations with respect to the PROPERTY, and the VILLAGE has no knowledge of any violations of any laws, ordinances or regulations of any other governmental agency with respect to the PROPERTY.

F. No Individual or Personal Liability. Notwithstanding any other statement in this Agreement, the parties agree that the representations in this Section VI are made on behalf of the VILLAGE, and the Mayor and Board of Trustees are not making such representations personally, are not parties to this Agreement and shall incur no personal liability in conjunction with this Agreement.

G. TIF Law. The VILLAGE certifies that the redevelopment plan set forth herein will not result in the displacement of residents from inhabited units under Section 11-74.4-3(n)(5) of the TIF Act. Notwithstanding any other provision of this Agreement to the contrary, if for any reason the VILLAGE is required by applicable law to make any payment to another taxing district in connection with the private development activities of the DEVELOPER with respect to this Agreement, the amount of such payment shall be a prior charge payable by the DEVELOPER or an offset or lien against the amount or percentage of incremental taxes otherwise to be credited or payable to the DEVELOPER under this Agreement as determined by the Village Manager in his sole discretion. The DEVELOPER agrees that the VILLAGE is not obligated to pay any amount or percentage of incremental taxes generated by the TIF Redevelopment Project Area to the DEVELOPER as part of this Agreement or under the Existing Redevelopment Agreement.

VI. REPRESENTATIONS AND WARRANTIES BY DEVELOPER

The DEVELOPER represents and warrants to the VILLAGE, both as of the date of execution and delivery of this Agreement, as of the date of Closing and for the term of this Agreement, as follows:

A. Financial Resources. The DEVELOPER represents and warrants that it has the financial resources at its disposal necessary to undertake and fulfill all of the obligations and duties set forth under this Agreement, including without limitation the operation of the Range/Facility and to provide the indemnification of the VILLAGE and its Agents and Affiliates as provided for in this Agreement.

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B. Compliance with Laws. The DEVELOPER represents and warrants that the PROJECT and any additional improvements thereto during the term of this Agreement have and shall be constructed, fully completed and maintained in a good and workmanlike manner in accordance with all applicable federal, State and county laws and regulations and the VILLAGE codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and the building, electric, plumbing and fire codes, that are applicable to the PROJECT and the PROPERTY. The DEVELOPER further certifies that:

1. It is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
2. It shall comply with the Illinois Drug Free Work Place Act.
3. It shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
4. It shall comply with the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.)
5. Any construction contracts entered into by the DEVELOPER relating to the construction of the PROJECT or additional improvements thereto shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act and the Illinois Prevailing Wage Act.
6. The DEVELOPER is neither delinquent in the payment of any tax administered by the Illinois Department of Revenue nor delinquent in the payment of any money owed to the VILLAGE.

The DEVELOPER shall comply with all applicable federal laws, State laws and regulations including without limitation, those regulations in regard to all applicable equal employment opportunity requirements, and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The DEVELOPER agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and State statutes, and further agrees to make all required withholdings and deposits therefor. The DEVELOPER agrees to maintain full compliance with changing government requirements that govern or apply to the construction of the PROJECT any additional improvements thereto, and its operation of the Facility. The DEVELOPER understands and agrees that the most recent of such federal, county, State,

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and local laws and regulations will govern the administration of this Agreement at any particular time. Likewise, new federal, county, State and local laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. Any lawsuit or complaint of violation of laws that is received by the DEVELOPER relative to this Agreement shall be immediately forwarded to the Village Manager.

C. Waiver of TIF Benefits. The DEVELOPER shall not seek from the VILLAGE any payment or reimbursements from incremental tax revenues generated by its PROJECT, any additional improvements thereto, or the operation of the Range/Facility on the PROPERTY or payment of any monies from any other funds received by the VILLAGE (including without limitation proceeds of bond issues) as a result of the Madison Street/Fifth Avenue Tax Increment Financing Redevelopment Plan or the PROJECT.

D. Authority. The DEVELOPER hereby represents and warrants that it is a limited liability corporation in good standing and its Members have proper authority to execute this Agreement pursuant to its organization documents.

E. Disclosure. In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the parties, the DEVELOPER or its owner, authorized trustee, corporate officer or official or managing agent shall submit a sworn affidavit to the VILLAGE disclosing the identity of every owner and beneficiary who shall obtain any interest, real or personal, in the PROPERTY, and every shareholder entitled to receive more than 7 ½% of the total distributable income of any corporation after having obtained such an interest in the PROPERTY, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the DEVELOPER or its managing agent that there is no readily known individual who shall obtain a greater than 7 ½% percent interest, real or personal, in the PROPERTY after the sale is consummated. The sworn affidavit shall be substantially similar to the one described in EXHIBIT "C" attached hereto and made a part of this Agreement. Said affidavit shall be updated, as necessary, prior to the Closing.

F. Payment of Taxes and Fees. The DEVELOPER agrees to promptly pay or cause to be paid as the same become due, any and all fees, taxes and governmental charges of any kind that may at any time be lawfully assessed with respect to the PROJECT, any additional improvements thereto, the operation of the Range/Facility, or required under this Agreement. The DEVELOPER certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or any tax or fee administered by the VILLAGE. The DEVELOPER does not owe the VILLAGE any money prior to the execution of this Agreement, other than any amounts that have accrued towards the Recreation Tax imposed by the Village that are not yet payable under the terms of this Agreement and the Ordinance imposing said tax, and knows of no proposed additional tax or assessment against it by any governmental authority, that would be reasonably likely to have a material adverse effect on the business, condition (financial or otherwise) or operations of the DEVELOPER.

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G. Corporate Organization and Individual Commitments. The DEVELOPER is organized as a corporate entity as an Illinois limited liability corporation and shall, on an annual basis, furnish to the VILLAGE a certificate of good standing and an annual report on the Illinois Secretary of State forms. The DEVELOPER shall provide the VILLAGE with a copy of the operating agreement, and any amendments thereto, and further shall provide, on an annual basis, a copy of any required State or County registration certificate (e.g., registration under the Assumed Business Name Act, 805 ILCS 405/1 et seq.) pertaining to the business. Each shareholder, officer, director, member and limited partner of the DEVELOPER must personally and individually guarantee the full and prompt performance of all of the obligations of the DEVELOPER under this Agreement, and further guarantee the full and prompt payment of all of its obligations contained in this Agreement and Exhibits.

H. Reimbursement of Costs. The DEVELOPER shall be responsible for reimbursing the VILLAGE an amount not to exceed \$10,000.00 for expenses and fees (including, engineer's fees, contractual construction management/inspection fees and other consultants' fees and related expenses, but excluding the Village Attorney's fees which shall be paid from TIF funds) that the VILLAGE incurs relative to the consideration, review and approval of the Real Estate Contract, this Agreement, termination of the Existing Lease and Existing Redevelopment Agreement, and other expenses related to the sale of the PROPERTY and any obligations under this Agreement, except for any future consideration of the proposed Dome. The issue of payment of any VILLAGE consultant fees and costs relative to the consideration, construction or operation of the Dome shall be negotiated by the parties at the time the DEVELOPER submits its application for the Dome. The parties shall pay their own customary costs and fees relative to the real estate transaction.

VI. DEFAULT REMEDIES

In the event of a failure by either party to fulfill any of its obligations under this Agreement, or in the event of a material breach of any representation or warranty of either party under this Agreement, which failure or breach continues after a notice and a demand for cure and a 30-day period for cure has passed or within such reasonable time period after notice of the default if either party initiates and actively pursues good faith remedial action to cure the default within the initial 30-day cure period, such party shall be in default, and the non-defaulting party may seek any available and appropriate remedy at law or in equity, including without limitation declaratory and injunctive relief, mandamus, specific performance and rescission. In the event of any litigation to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to recover its costs of litigation, including reasonable attorneys' fees and costs.

VII. ADDITIONAL COVENANTS AND TERMS AGREED TO BY THE PARTIES

A. Entire Agreement. This Agreement, and Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), together with the Real

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Estate Contract, contains the entire agreement and understanding between the parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement, including the Existing Lease and Existing Redevelopment Agreement. Other than the Real Estate Contract, there are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment, or change shall be allowed to this Agreement. Any modification, amendment, or change hereto shall be in writing and approved by the VILLAGE and DEVELOPER.

B. Time. Time is of the essence in the performance of this Agreement. If the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

C. Execution of counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

D. Authority. This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each party. Each of the signatories to this Agreement are the duly authorized representatives of their respective corporate entity and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the corporate authorities of said corporate entity, who have acted by motion or approved a resolution (in the VILLAGE'S case, at an open public meeting) that authorized and directed the representatives to sign this Agreement.

E. No transfers or assignments. This Agreement shall be binding upon and shall inure to the benefit of the parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office or interest, heirs, representatives, and assigns. There shall be no assumption, take-overs, transfers or assignments to a receiver, master, sheriff, trustee in bankruptcy or other assignee, whether voluntary or by operation of law, of this Agreement, any of the DEVELOPER'S interests in the PROPERTY. The DEVELOPER does not have the right or authority to transfer, sublet or assign this Agreement or any interest therein. This is not an executory contract and in the event the DEVELOPER files for or is placed into a bankruptcy proceeding or liquidation or receivership, this Agreement shall automatically terminate and the VILLAGE has the right to re-enter and take sole and exclusive possession of the PROPERTY without the VILLAGE being obligated to pay any compensation, damages or penalties to the DEVELOPER.

F. Notice. All notices and requests, if any, required pursuant to this Agreement shall be sent by certified mail, return receipt requested, by personal service, or by a national overnight/next day delivery courier (e.g., Federal Express) addressed as follows or at such other address as identified by the parties:

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If to the DEVELOPER:

Bushwood, LLC
1200 Greenwood
Maywood, Illinois 60153

with copies to:

Chris E. Kentra
Meckler, Bugler & Tilson
Sears Tower
233 South Wacker Drive
Chicago, Illinois 60606

If to the VILLAGE:

Village Manager
Village of Maywood
40 West Madison Street
Maywood, Illinois 60153

with copies to:

Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive - Suite 1660
Chicago, Illinois 60606
Attn: Michael T. Jurusik, Village Attorney

G. Venue and Law. This Agreement relates to the sale and development of real estate located in the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

H. Captions. The captions at the beginning of the several Sections herein are for convenience only, and shall not affect the construction of this Agreement.

I. Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part was never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law, provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any Exhibit hereto, the terms set forth in this Agreement shall govern and control.

J. Cooperation. The VILLAGE and DEVELOPER agree to fully cooperate with each other and to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the parties as reflected by the terms of this Agreement.

K. Exhibits. True and correct copies of the below-listed Exhibits are attached hereto and made a part of this Agreement or shall be incorporated herein after their approval and execution by the parties:

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1. EXHIBIT "A" - Legal Description of the Property
2. EXHIBIT "B" - Certificate of Termination re Existing Redevelopment Agreement and Existing Lease
3. EXHIBIT "C" - Disclosure Affidavit

L. Effective Date. This Agreement shall be deemed dated and become effective on the date that the last signatory signs this Agreement.

M. Limitation on Liability and Indemnification of VILLAGE. The DEVELOPER waives and releases its right to pursue or seek any punitive damage claim or award against the VILLAGE its officers, officials, trustees, agents, volunteers, representatives and/or employees, arising out of or relating to any breach, violation or termination by the VILLAGE its officers, officials, trustees, agents, volunteers, representatives and/or employees, of any obligation, covenant, or provision of this Agreement, including the termination of the Agreement.

The DEVELOPER further acknowledges to the VILLAGE that DEVELOPER understands that the PROPERTY contained in the past and may currently contain hazardous wastes or substances and that there may be impacted soil and groundwater on the PROPERTY to levels which exceed current acceptable statutory or regulatory limits. The DEVELOPER has previously, and hereby continues to agree, to continue to assume the health and safety risk of creating, being present and operating the PROJECT and Range/Facility on the PROPERTY and as between the DEVELOPER and the VILLAGE Affiliates, assumes full responsibility for the health and safety of the workers and that of others who are present on the PROPERTY during or as a result of the work and the PROJECT and operation of the Range/Facility. The DEVELOPER hereby releases and waives any claims, demands, causes of action, judgments and losses of whatsoever nature which the DEVELOPER might have and hereby holds the VILLAGE and the VILLAGE Affiliates harmless from such claims, demands, causes of action, judgments and losses of whatsoever nature with respect to any injury or damage to the DEVELOPER or DEVELOPER's property which result because of the physical, environmental and structural condition of the PROPERTY. The DEVELOPER will, to the extent that any such legal obligation exists, inform and warn workers and any other person on the PROPERTY of the physical, environmental and structural condition of the PROPERTY and of any potential health and/or safety risk. The DEVELOPER agrees, at its sole cost and expense, to indemnify, defend and hold the VILLAGE and VILLAGE Affiliates harmless against any loss, liability, damage, expenses, demands or claims which may be incurred by or asserted against the VILLAGE and any of the VILLAGE Affiliates arising out of the physical, environmental and structural condition of the PROPERTY.

In addition, the DEVELOPER, its successors and assigns shall defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates and each of them, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and

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claims, and all costs and expenses, including but not limited to attorneys' fees and expenses (collectively, "Losses") pursuant to any federal, State and local laws (including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the VILLAGE and/or VILLAGE Affiliates may incur from or on account of the DEVELOPER's use and access to the PROPERTY, the construction of the PROJECT and any additional improvement thereto, the operations of the golf driving range and golf training facility on the PROPERTY and/or the work, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action and/or any Losses relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of the DEVELOPER's or worker's activities at the PROPERTY or the work. It is expressly understood, agreed upon and the specific intent of this Agreement that the VILLAGE and VILLAGE Affiliates will at no time assume responsibility or liability for the actions of the DEVELOPER or any of the workers or other persons on the PROPERTY using, being present at or working at the golf driving range or training facility or the PROPERTY. As between the VILLAGE and VILLAGE Affiliates and the DEVELOPER, the DEVELOPER shall at all times be held solely responsible to all persons on the PROPERTY present there because of the PROJECT and operations thereon. The DEVELOPER and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the VILLAGE and VILLAGE Affiliates, and each of them, for any claim, suit or action, whether or not well founded in fact or in law, which the DEVELOPER and the workers have, or may have, arising out of the PROJECT, except to the extent that any contamination occurs as a result of actions taken after the date of this Agreement by the VILLAGE or any of its Agents and Affiliates.

N. Changes in Law. After the closing, the DEVELOPER or the VILLAGE shall immediately notify the other party of any change in the condition of the PROPERTY (including the environmental conditions) or change in federal, State, or county law which may significantly affect or prevent the DEVELOPER from operating the Range/Facility or of either party performing its obligations in accordance with the provisions of this Agreement or the Real Estate Contract. If the PROPERTY can no longer be used as a Range/Facility because of such a change in law or due to a change in the condition of the PROPERTY which creates a bona fide public health, safety or welfare risk that cannot be abated, or if the IEPA or USEPA or other applicable federal or State agency, administrative body or Governmental Authority requires, directs or orders the DEVELOPER to abandon and/or vacate all or part of the PROPERTY, or if such abandonment is required for the VILLAGE to be in compliance with any law, then this Agreement shall terminate without any compensation, damages or penalty being paid to the DEVELOPER. In such case, the DEVELOPER, at its cost, may remove the improvements made to the PROPERTY to the extent that it does not adversely affect the environmental condition of the PROPERTY and provided that such removal is permitted by the IEPA or other governmental regulatory agency or Governmental Authority with jurisdiction, and may place the PROPERTY for sale and provide the VILLAGE with the opportunity to exercise its right of first refusal as set forth in Section III.B.

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O. Easements. The parties agree that because the Range/Facility is contiguous to the VILLAGE'S Public Works Facility that it may be necessary from time to time hereafter to execute and deliver easement agreements which will benefit and/or burden the PROPERTY and the duration of any easement granted to the DEVELOPER shall not exceed the term of this Agreement. It is also agreed that it is impossible to specifically identify the location of all required easements at this time. Therefore, the VILLAGE and the DEVELOPER agree to execute and deliver all easement agreements as may be reasonably requested by either of them at any time after the effective date of this Agreement in order to create such easements over, across, to or from the PROPERTY; provided that the easements do not prevent the DEVELOPER from operating the Range/Facility. If work is done in an easement, such as an utility easement, that prevents the DEVELOPER from operating the Range/Facility for a period of time, then reasonable compensation relating to the anticipated business loss sustained by the DEVELOPER shall be paid to the DEVELOPER for the period of time that the Range/Facility was not operating.

P. Compliance with Laws. The DEVELOPER and the VILLAGE shall comply with all applicable provisions of federal, State and local law as applied to this Agreement. The parties agree that the most recent of such State and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new federal, State, county and local laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement.

VIII. EFFECTIVE DATE; TERM

The term of this Redevelopment Agreement shall commence as of the date of the last signatory below, and shall terminate upon the earlier of: (i) notice of termination pursuant to any provision listed above providing for such termination, or (ii) 13 years.

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IN WITNESS WHEREOF, the President and Board of Trustees of the Village of Maywood have approved this Redevelopment Agreement by passage of a Resolution at an open public meeting and the Village President and Village Clerk of the Village of Maywood, pursuant to the authority granted by the passage of said Resolution, have signed this Redevelopment Agreement and Richard L. Hanson, Jr., the authorized Manager/Member of Bushwood, LLC, has signed this Redevelopment Agreement and has had his signature attested by a Notary Public on the date set forth below.

DEVELOPER:

BUSHWOOD, LLC

By: Richard L. Hanson Jr.
Richard L. Hanson, Jr., Manager/Member

Date: 10-11-06

VILLAGE OF MAYWOOD

By: Henderson Yarbrough Sr.
Mayor Henderson Yarbrough, Sr.

Date: 10/16/06

Attest:

By: Readth Esther
Readth Esther, Village Clerk

Date: 10/16/06

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **Richard L. Hanson, Jr., Manager/Member of Bushwood, L.L.C.** is personally known to me to be the same person whose name is subscribed to the foregoing Agreement, and that he appeared before me this day in person and severally acknowledged that he signed and delivered the said Agreement pursuant to authority given for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 11th day of October 2006.

Commission expires 06-20-07.

Sharon B Fineron
 Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 1 AND LOT 3 IN VILLAGE OF MAYWOOD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID LOT 1 THAT PORTION CONDEMNED FOR ROAD PURPOSES IN CASE 02 L 60628, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF SOUTH 19 DEGREES 28 MINUTES 47 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 18.80 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 33 SECONDS WEST, 111.45 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 05 SECONDS WEST, 209.03 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 43 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE, 326.10 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS

PINs: 15-14-203-011 and -013.

Commonly known as: 30 West Madison Street, Maywood, Illinois 60153

Cook County Clerk's Office

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EXHIBIT "B"

CERTIFICATE OF TERMINATION REGARDING THE EXISTING LEASE AND EXISTING REDEVELOPMENT AGREEMENT

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