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under direction, by:  
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Doc#: 0910603099 Fee: \$66.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 04/16/2009 03:34 PM Pg: 1 of 16

[Above space for Recorder's Office]

## COOK COUNTY, ILLINOIS RECORDING COVER SHEET FOR

**Predevelopment Agreement (Southwest Corner of Lake-Cook Road and Wolf Road), Dated March 16, 2009 by and between the Village of Wheeling, Cook And Lake Counties, Illinois, an Illinois municipal corporation and JELMJ, L.L.C., an Illinois limited liability company**

**Common Address: Southwest Corner of Lake-Cook Road and Wolf Road, Wheeling, Illinois**

**PIN: 03-02-100-051**

**After recording return to:  
RECORDER'S BOX 324  
(TPB/JH/1946-080)**

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## **PREDEVELOPMENT AGREEMENT** **(SOUTHWEST CORNER OF LAKE-COOK ROAD AND WOLF ROAD)**

THIS PREDEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this 16<sup>th</sup> day of March, 2009, by and between the Village of Wheeling, Cook and Lake Counties, Illinois, an Illinois municipal corporation (hereinafter referred to as the "Village"), and JELMJ, L.L.C., an Illinois limited liability company (hereinafter referred to as "Owner"). (The Village and Owner being sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties.")

### **WITNESSETH:**

**WHEREAS**, the Village is a home rule municipality pursuant to Section 6 of Article VII of the Constitution of the State of Illinois; and

**WHEREAS**, the State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.*, as from time to time amended (hereinafter referred to as the "Act"); and

**WHEREAS**, pursuant to the Act and Ordinance Numbers 3708, 3709 and 3710, adopted February 10, 2003, as amended by Ordinance Number 3936, adopted January 10, 2005, Ordinance Numbers 4261, 4262 and 4263, adopted November 12, 2007, and Ordinance Numbers 4356, 4357 and 4358, adopted September 2, 2008, the Village approved a tax increment redevelopment plan and project (hereinafter referred to as the "Further Amended TIF Plan"), designated the tax increment redevelopment project area (hereinafter referred to as the "Further Expanded Redevelopment Project Area"), and adopted tax increment financing relative to the Village's North (Milwaukee Avenue/Lake-Cook Road) Tax Increment Financing District (hereinafter referred to as the "North TIF

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District"), said North TIF District being legally described in Exhibit A attached hereto and made part hereof; and

**WHEREAS**, Owner is the fee simple title holder of a portion of the Further Expanded Redevelopment Project Area, as legally described in Exhibit B attached hereto and made part hereof (hereinafter referred to as the "Subject Property"), and desires to redevelop the Subject Property; and

**WHEREAS**, any proposed redevelopment of the Subject Property is negatively impacted by stormwater management and wetlands issues currently affecting the Subject Property; and

**WHEREAS**, because of the governmental regulation of stormwater management and wetlands issues, the Village is in a better position to address certain preliminary matters in relation thereto, so as to better provide for the future redevelopment of the Subject Property; said preliminary matters, and the Village actions required in relation thereto, being set forth on Exhibit C attached hereto and made part hereof (hereinafter referred to as the "Village Actions"); and

**WHEREAS**, it is anticipated that the Village Actions could cost as much as five hundred thousand and no/100 dollars (\$500,000.00); and

**WHEREAS**, the Owner desires to have the Village proceed with the Village Actions, but does not currently have the funds to pay for the cost of the Village Actions; and

**WHEREAS**, any future redevelopment of the Subject Property is anticipated to generate incremental real estate tax revenues for use within the North TIF District; and

**WHEREAS**, pursuant to the Act, the expenses relative to the Village Actions are TIF eligible expenses and can be paid for with incremental real estate tax revenues generated by the North TIF District; and

**WHEREAS**, it is in the best interests of the Village and the North TIF District that the Village proceed with the Village Actions, and initially pay for the cost thereof, subject to placing a lien for such costs incurred against the Subject Property, so as to lay the foundation for the future redevelopment of the Subject Property, all as provided for in this Agreement; and

**WHEREAS**, the Owner has consented to a lien being placed against the Subject Property, by the Village, for the actual costs incurred by the Village in proceeding with the Village Actions; and

**WHEREAS**, the Village is desirous of having the Further Expanded Redevelopment Project Area rehabilitated, developed and redeveloped in accordance with the Further Amended TIF Plan, and particularly the redevelopment of the Subject

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Property as a part thereof, in order to serve the needs of the Village, arrest physical decay and decline in the Further Expanded Redevelopment Project Area, increase employment opportunities, stimulate commercial growth and stabilize the tax base of the Village and in furtherance thereof, the Village is willing to undertake certain incentives, under the terms and conditions hereinafter set forth, to assist such development;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Village and Owner agree as follows:

1. **RECITALS:** The recitals, as set forth above, are incorporated herein by reference.
2. **VILLAGE OBLIGATIONS:** The Village:
  - A. Shall proceed with the Village Actions in relation to the Subject Property, with the cost thereof not to exceed five hundred thousand and no/100 dollars (\$500,000.00);
  - B. Shall provide the Owner with copies of any and all documents prepared by the Village or received by the Village relative to the Village Actions;
  - C. Shall work with the Owner on the drafting of a formal tax increment financing redevelopment agreement (hereinafter referred to as the "Redevelopment Agreement"), relative to a redevelopment project to be constructed on the Subject Property (hereinafter referred to as the "Project");
  - D. Shall record completed lien claim documents against the Subject Property, from time to time, upon the expenditure of any funds by the Village in furtherance of the Village Actions relative to the Subject Property (hereinafter referred to as the "Liens"), with said Liens to be in the form attached hereto as Exhibit D and made part hereof; and
  - E. Shall release the Liens on the Subject Property in accordance with the provisions of Section 4A below.
3. **OWNER OBLIGATIONS:** The Owner:
  - A. Shall provide the Village with any and all documentation requested by the Village so as to allow the Village to proceed with the Village Actions;

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- B. Shall work with the Village in regard to the drafting of the Redevelopment Agreement relative to the Project;
- C. Hereby consents to the Village and its officers, agents, employees and contractors entering upon the Subject Property as necessary to complete the Village Actions; and
- D. Hereby consents to the Village placing the Liens against the Subject Property as the Village expends funds in relation to the Village Actions, in an amount not to exceed five hundred thousand and no/100 dollars (\$500,000.00).

## 4. LIENS:

- A. The Liens shall be released without any further action on the part of the Owner, and without payment to the Village of the amount of said Liens, if:
  - i. The Owner and the Village enter into the Redevelopment Agreement relative to the Project within two (2) years from the date of final execution of this Agreement; and
  - ii. Construction of the Project is commenced within one (1) year of the Village's final approval of the Project as contemplated by the Redevelopment Agreement.
- B. The Village agrees to subordinate its Liens to any mortgage Owner wishes to place upon the Subject Property, and to execute any documents reasonably required relative to any such subordination, so long as said mortgage does not exceed the fair market value of the Subject Property less one hundred twenty-five percent (125%) of the amount of the Liens
- C. In the event the Liens are not released pursuant to subsection A above, the amount due under the Liens shall not be due and payable to the Village until the Subject Property is sold; however, interest shall accrue against said Liens, from the date of the recording of each of the Liens, at the rate of nine percent (9%) per year.

## 5. ADDITIONAL COVENANTS, UNDERTAKINGS AND AGREEMENTS:

- A. This Agreement incorporates all agreements and understandings of the Parties hereto as of the date of its execution, concerning the Village Actions and the Subject Property. Each Party acknowledges

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no representations or warranties have been made which have not been set forth herein.

- B.** Time is of the essence in the performance of this Agreement.
- C.** For the purposes of any of the provisions of this Agreement, neither the Village, Owner, nor any of their respective successors and assigns, as the case may be, shall be considered in breach of, or default of, its obligations under this Agreement in the event of any delay caused by acts of God or *force majeure*, nor shall the Village or Owner be considered in breach of or default in its obligations under this Agreement in the event of any delay resulting from the conduct of any judicial, administrative or legislative proceedings challenging the authority or right of the Village to act under the Further Amended TIF Plan, any of the ordinances referenced herein, or perform under this Agreement. The Village shall diligently contest any such proceedings and any appeals therefrom. The Village may settle a contested proceeding at any point, so long as the settlement results in the Village's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional obligations under this Agreement unless consented to by Owner. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Parties shall be extended for the period of the delay.
- D.** Owner recognizes and agrees that the Village has discretion with regard to the approval of the terms of any Redevelopment Agreement relating to the Subject Property, and failure on the part of the Village to approve any Redevelopment Agreement shall not be deemed a default by the Village under this Agreement nor give rise to any claim against or liability to the Village pursuant to this Agreement.
- E.** All notices and requests, if any, required pursuant to this Agreement shall be sent by certified mail return receipt requested, or by personal service, addressed as follows:

If to Owner: JELMJ, L.L.C.  
 c/o Mark Smith  
 968 South Milwaukee Avenue  
 Wheeling, Illinois 60090

with copy to: Michael A. Durlacher  
 Attorney at Law  
 105 West Adams, 28<sup>th</sup> Floor

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Chicago, Illinois 60603

If to Village: Mark Rooney  
Village Manager  
Village of Wheeling  
255 West Dundee Road  
Wheeling, Illinois 60090

with copy to: James V. Ferolo  
Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606-2903

- F. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- G. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- H. This Agreement shall be binding upon the Parties hereto and their respective grantees, heirs, successors, administrators, permitted assigns or other successors in interest.
- I. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement.
- J. This Agreement shall be recorded by the Village at the expense of the Owner.

VILLAGE OF WHEELING,  
an Illinois municipal corporation

By: [Signature]  
Dean Arcy's Village President

ATTEST:

[Signature]  
[Signature] Village Clerk

JELMJ, L.L.C.,  
an Illinois limited liability company

By: [Signature]  
Name: Mark Smith  
Its Manager



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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Dean Arcaris and Elaine Simpson, personally known to me to be the Village President and Village Clerk of the Village of Wheeling, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Wheeling, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Wheeling, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Wheeling, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Wheeling, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 14th day of March, 2009.

[Signature]  
Notary Public



My Commission Expires: 10/2/10



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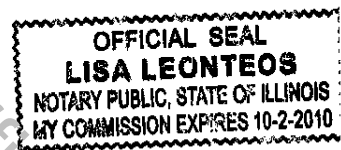
STATE OF ILLINOIS     )  
   ) SS  
 COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Mark Smith is personally known to me to be one of the managers of JELMJ, L.L.C., and also known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, and that he/she appeared before me this day in person and severally acknowledged that, as such manager, he/she signed and delivered the signed instrument, pursuant to authority given by said Illinois limited liability company, as his/her free and voluntary act, and as the free and voluntary act and deed of said Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 13<sup>th</sup> day of March, 2009.

[Signature]  
 Notary Public

My Commission Expires: 10/2/10



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## Exhibit A

### Further Expanded Redevelopment Project Area

That part of Section 2, Township 42 North, Range 11, East of the 3rd Principal Meridian described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 2; thence West along the North line of said Northeast Quarter, 1296.60 feet; thence Southerly along a line hereinafter referred to as Line "A", 974.00 feet to a point 926.93 feet due South of the North line of said Section 2 and 1009.80 feet West of the East line of said Section 2, said point being the Place of Beginning; thence Southerly along the Westerly line of Cook County Forest Preserve, 322.76 feet; thence Southerly along said Westerly line, 376.55 feet; thence Westerly to a point on the South line of Lot 3 in G. Hechinger's Farm Subdivision and its intersection with the Easterly right of way line of Milwaukee Avenue recorded in June 16, 1994 as Document No. 3556168 in Lake County, Illinois; thence Southerly to the Northwest corner of Equestrian Grove Subdivision recorded in November 6, 1995 as Document No. 95761684; thence Easterly along the North line of said Subdivision, 152.57 feet; thence Southerly to a point on the North line of Forest Edge Addition to Wheeling Subdivision recorded December 1, 1953 as Document No. 15782079 and its intersection with the extension of the East line of Lot 1 of Equestrian Grove Subdivision; thence Easterly to the Northwest corner of Lot 19 of Forest Edge Addition to Wheeling Subdivision; thence Southeasterly to the Southwest corner of said Lot; thence Southeasterly to the Northwest corner of Lot 9 of said Subdivision; thence Southeasterly to the Southwest corner of said Lot; thence Southeasterly to the Southwest corner of Lot 4 of Kraus' Subdivision recorded October 21, 1960 as Document No. 17996913; thence Westerly to the Northwest corner of Outlot 1 of Shadow Bend Phase II Subdivision recorded May 19, 1973 as Document 22320740 and corrected June 22, 1973 as Document No. 22372150; thence Southeasterly to a point on the Easterly right of way line of Milwaukee Avenue recorded March 25, 1981 as Document No. 25816992 and its intersection with the extension of the South right of way line of Strong Avenue; thence West to a point on the South right of way line of Strong Avenue and its intersection with the extension of the East line of Lot 15 of Wm. Zelosky's Milwaukee Avenue Addition to Wheeling Subdivision recorded February 13, 1925 as Document No. 8773829; thence Northwesterly to the Southeast corner of said Lot; thence Northeasterly to the Northeast corner of said Lot; thence Easterly to a point on the center line of vacated alley recorded May 7, 2002 as Document No. 0020519802 and its intersection with a line hereinafter referred as Line "B", a straight line between Northeast corner of Lot 15 of said Subdivision and Southwest corner of Lot 10 (before said alley vacation) of said Subdivision; thence Northerly along said center line to a point on the South right of way line of Mayer Avenue and its intersection with said center line; thence West to the Northwest corner of Lot 80 of Wm. Zelosky's Milwaukee Avenue Addition to Wheeling Subdivision; thence West to a point on the North line of Lot 81 of said Subdivision and its intersection with the Westerly right of way line of Wolf Road; thence Northerly to the Southeast point of Lot 9 of Wolf Pointe Subdivision recorded December 3, 1997 as Document No. 97734683; thence Northerly to the Southeast point of Lot 8 of said Subdivision; thence Northerly to the Northeast point of Lot 1 of Picardy Place Subdivision recorded July 10, 1991 as Document No. 91342748;

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thence Northerly to the Southeast corner of Lot 39 of said Subdivision; thence Northerly to the Northeast point of Outlot A of said Subdivision; thence Northerly to the Northeast corner of Outlot E of Picardy Place Unit No. 2 Subdivision recorded April 14, 1993 as Document No. 93273829; thence Northerly to the Southeast corner of Lot 70 of said Subdivision; thence Northerly to the Northeast corner of said Lot; thence West to a point on North line of said Subdivision and its intersection with the West line of East 812.00 feet of Lot 2 in G. Hechinger's Farm Subdivision in Section 2; thence Northerly 643.76 feet along said West line; thence Westerly 512.00 feet along the South right of way line of Diversion Channel recorded December 26, 1986 as Document 86619028; thence South to a point on the East line of West Half of Northwest Quarter of Section 2 and its intersection with the North line of South 160 feet of said Lot; thence West to a point on said North line and its intersection with West line of East 1524 feet of said Lot; thence South 100.00 feet to a point on the South line of said Lot; thence West 100.00 feet along said South line; thence North 300.00 feet along the West line of East 1624 feet of said Lot; thence West 300.00 feet along the North line of South 300 feet of said Lot; thence North to the Northeast Corner of Northgate Industrial Center Subdivision recorded February 16, 1978 as Document No. 24329400; thence Westerly along the South line of Lot 2 in Wieland Subdivision recorded October 3, 1997 as Document No. 97734683 to the Southwest corner of said Lot; thence Northerly along the Westerly line of said Lot to the Northwest corner of said Lot; thence Easterly along the South right of way line of Lake Cook Road to the Northeast corner of said Lot; thence Easterly to a point on the Easterly right of way line of Milwaukee Avenue recorded June 16, 1994 as Document No. 3556168 in Lake County, Illinois and its intersection with the Southerly right of way line of Lake Cook Road in said Document; thence Easterly along said Southerly right of way line to an intersection with the herein described Line "A"; thence Southerly along said Line "A" to the Place of Beginning, in Cook County, Illinois;

(Except that part described as follows: Commencing at the intersection of the North line of the Northeast Quarter of Section 2, Township 42 North, Range 11, East of the 3rd Principal Meridian and the Centerline of Milwaukee Avenue as existed on November 1, 1999; thence South 21 Degrees 37 Minutes 26 Seconds East along said Centerline, a distance of 1039.57 feet (1036.89 feet deeded); thence South 88 Degrees 6 Minutes 28 Seconds West, a distance of 74.69 feet to the Point of Beginning of the hereinafter described tract of land; thence continuing South 88 Degrees 6 Minutes 28 Seconds West, a distance of 357.06 feet to the Easterly right of way line of Wolf Court as existed on November 1, 1999; thence North 5 Degrees 44 Minutes 45 Seconds East along said Easterly right of way line, a distance of 590.24 feet; thence North 68 Degrees 21 Minutes 9 Seconds East, a distance of 50.93 feet to the Westerly right of way line of said Milwaukee Avenue; thence South 22 Degrees 51 Minutes 05 Seconds East along said Westerly right of way line, a distance of 293.27 feet; thence South 26 Degrees 18 Minutes 38 Seconds East along said Westerly right of way line, a distance of 143.40 feet; thence South 20 Degrees 28 Minutes 32 Seconds East along said Westerly right of way line, a distance of 208.66 feet to the Point of Beginning, containing 2.809 acres, more or less, in the Village of Wheeling, Cook County, Illinois);

#### Street Location:

The North (Milwaukee Avenue/Lake-Cook Road) TIF District Redevelopment Project Area includes certain land parcels within an area generally described as follows:

Certain properties located in an approximate area, inclusive of certain parcels located

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between Wolf Road and Milwaukee Avenue, that are generally located either west of the Des Plaines River or adjacent to land excluded from the Redevelopment Project Area that are located west of the Des Plaines River; south of Lake-Cook Road; east of and adjacent to certain land bounded by Northgate Parkway; and alternatively north of Meadow Lane (exclusive of the single-family residential located on Meadow Lane), Mayer Avenue and Strong Avenue (inclusive of only tax parcels adjacent to Milwaukee Avenue);

Along with:

Lot 1 in Wisland Subdivision of parts of Lots 1, 2 and 15 in the Subdivision of Section 3, Township 42 North, Range 11, East of the Third Principal Meridian; Lots 2 through 9, inclusive, in Northgate Industrial Center Subdivision of part of Lot 2 in the Subdivision of Section 3, Township 42 North, Range 11, East of the Third Principal Meridian, and also part of Lots 1 and 2 in Subdivision of G. Hechinger's Farm, being a subdivision in Sections 1, 2 and 3, Township 42 North, Range 11, East of the Third Principal Meridian, and also Lot 1 in Guardite Co.'s Resubdivision of Lots 1, 2 and 3 and that part of Lot 4 lying South of a line described as follows: Commencing at a point 2.42 chains North of the Southwest corner of the Northeast  $\frac{1}{4}$  of Section 3, Township 42 North, Range 11, East of the Third Principal Meridian; thence North  $88^{\circ} 00' 20''$  East 40.58 chains to the East line of Section 3, all in Owners Division of Buffalo Creek Farm, according to the plat thereof recorded as Doc. No. 9195785, in Section 3, Township 42 North, Range 11, East of the Third Principal Meridian; all in Cook County, Illinois; along with those portions of Northgate Parkway located adjacent thereto;

P.I.N.s: 03-02-100-050; 03-03-203-002, -003, -004, -005, -006, -007, -008 and -009;

Street Location: Properties along the East side of Northgate Parkway, from Lake-Cook Road South to just South of Quail Hollow Drive, Wheeling, Illinois, consisting of 567 and 667 Northgate Parkway, Wheeling, Illinois.

Along with:

All that area bounded by the following described line:

Beginning at the Northwest corner of Lot 1 in Prairie Park at Wheeling Subdivision of part of the Northwest  $\frac{1}{4}$  of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian; thence West along the North line of Lot 2 in the Subdivision of G. Hechinger's Farm, a subdivision of part of the Northwest  $\frac{1}{4}$  of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, to its intersection with the East line of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian; thence South along the East line of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, to a point located 160 feet North of the South line of Lot 2 in the Subdivision of G. Hechinger's Farm, aforesaid; thence West along a line parallel with the South line of Lot 2 in the Subdivision of G. Hechinger's Farm, aforesaid, a distance of 200 feet; thence South along a line parallel with the East line of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, a

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distance of 160 feet to the South line of Lot 2 in the Subdivision of G. Hechinger's Farm, aforesaid; thence West along the South line of Lot 2 in the Subdivision of G. Hechinger's Farm, aforesaid, a distance of 100 feet; thence North, along a line parallel with the East line of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, a distance of 300 feet; thence West along a line parallel with the South line of Lot 2 in the Subdivision of G. Hechinger's Farm, aforesaid, a distance of 300 feet to the West line of Lot 2 in the Subdivision of G. Hechinger's Farm, aforesaid (said West line also being the East line of the Metropolitan Water Reclamation District of Greater Chicago's Diversion Channel); thence North along said West line of Lot 2 in the Subdivision of G. Hechinger's Farm, aforesaid (and the East line of the Metropolitan Water Reclamation District of Greater Chicago's Diversion Channel) to the Northwest corner of said Lot 2; thence West along a line parallel with the Westerly extension of the South line of Lot 2 in the Subdivision of G. Hechinger's Farm, aforesaid, a distance of 100 feet to the Northeast corner of Outlot 1 in Northgate Industrial Center Subdivision of part of the Northwest  $\frac{1}{4}$  of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian; thence West along the North line of Outlot 1 in Northgate Industrial Center Subdivision, aforesaid, to its intersection with the West line of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian; thence South along the West line of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, to its intersection with the South line of Lot 14 in the Subdivision of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian; thence East along the South line of Lot 14 in the Subdivision of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian and the South line of Outlot D in Picardy Place Unit No. 2, a Subdivision of part of the Northwest  $\frac{1}{4}$  of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, to the Southwest corner of Lot 20 in Picardy Place, a subdivision of part of the Northwest  $\frac{1}{4}$  of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian; thence North along the West lines of Lots 20, 21, 22 and 23 in Picardy Place, aforesaid, and the West lines of Lots 52, 53 and 54 in Picardy Place Unit No. 2, aforesaid, to the Northwest corner of Lot 54 in Picardy Place Unit No. 2, aforesaid; thence East along the North line of Lot 54, the Easterly extension of the North line of Lot 54 and the North line of Lot 55 in Picardy Place Unit No. 2, aforesaid, to the Southwest corner of Lot 1 in Prairie Park at Wheeling Subdivision, aforesaid; thence North along the West line of Lot 1 in Prairie Park at Wheeling Subdivision, aforesaid, to the point of beginning, being the Northwest corner of Lot 1 in Prairie Park at Wheeling Subdivision, aforesaid; all being located in the Northwest  $\frac{1}{4}$  of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian; all in Cook County, Illinois;

P.I.N.s: 03-02-100-021, -022, -027, -031, -032, -036,  
-037, -038, -039, -043 and -049; 03-02-103-034;

Common Addresses: 2, 5, 6, 7, 8, 9, 11, 13 and 200 Meadow Lane; 250 Northgate Parkway; and 1 and 109 Meyerson Way, Wheeling, Illinois.

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## Exhibit B

### Subject Property

LOT 2 IN WIELAND SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 2 AND 3, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED OCTOBER 3, 1997 AS DOCUMENT 97734683, IN COOK COUNTY, ILLINOIS;

P.I.N. 03-02-100-051;

Common Address. Southwest Corner of Lake-Cook Road and Wolf Road,  
Wheeling, Illinois.

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## Exhibit C

### Village Actions

1. Village to supply funding for the following.
  - a. Wetland/governmental application preparation/submittal
  - b. Market study
  - c. Traffic study
  - d. TIF analysis
  - e. Governmental impact study
  - f. Geotechnical soil study
  - g. Engineering review including
  - h. Hydraulic modeling analysis for diversionary channel
  - i. Bridge design for structure over diversionary channel
  - j. Roadway surveying of perimeter pavement
  - k. Boundary survey of Village owned property
  - l. Other analysis as deemed necessary

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## Exhibit D

### Lien

I, MARK ROONEY, Village Manager of the Village of Wheeling, Cook and Will Counties, Illinois, hereby certify that pursuant to the provisions of the Predevelopment Agreement between the Village of Wheeling and JELMJ, L.L.C., recorded on \_\_\_\_\_, 200\_\_, as document no. \_\_\_\_\_ (hereinafter the "Predevelopment Agreement") the Village has expended the amount of \$\_\_\_\_\_ relative to the Village Actions as defined in said Predevelopment Agreement, in furtherance of the development of the following described property:

LOT 2 IN WIELAND SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 2 AND 3, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED OCTOBER 3, 1997 AS DOCUMENT 97734683, IN COOK COUNTY, ILLINOIS;

P.I.N. 03-02-100-051;

Common Address: Southwest Corner of Lake-Cook Road and Wolf Road, Wheeling, Illinois.

That by reason of the foregoing, and pursuant to the provisions of said Predevelopment Agreement, a lien in the amount of \$\_\_\_\_\_ is hereby declared against the aforementioned real estate.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

VILLAGE OF WHEELING,  
an Illinois municipal corporation

By: \_\_\_\_\_  
Mark Rooney, Village Manager

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public