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RESTATED REDEVELOPMENT AGREEMENT FOR  
PRAIRIE PARK DEVELOPMENT

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**RESTATED REDEVELOPMENT AGREEMENT FOR THE PRAIRIE PARK  
DEVELOPMENT  
COMPRISING A PART OF THE NORTH TIF DISTRICT OF THE  
VILLAGE OF WHEELING, COOK AND LAKE COUNTIES,  
ILLINOIS**

THIS AGREEMENT is between and among the Village of Wheeling, Cook and Lake Counties, Illinois, a municipal corporation (hereinafter referred to as the "Village"), Wheeling Prairie LLC, an Delaware Limited Liability Company (hereinafter referred to as "Developer") and MB Financial Bank, N.A. (hereinafter referred to as the "Bank") and is dated this 23<sup>rd</sup> day of September, 2010.

**WITNESSETH:**

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

**I. PRELIMINARY STATEMENTS**

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

- A. The Village is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the "Act").
- C. Pursuant to the Act and Ordinance Numbers 3708, 3709 and 3710, adopted February 10, 2003, (as further supplemented and amended, the "TIF Ordinances"), the Village approved a tax increment redevelopment plan and project (as subsequently amended the "TIF Plan"), designated a tax increment redevelopment project area known as the "North (Milwaukee Avenue/Lake-Cook Road) Tax Increment Financing District" (as subsequently amended and expanded, the "Redevelopment Project Area") and adopted tax increment allocation financing for the Redevelopment Project Area.
- D. Pursuant to the Act and Ordinance Number 3936, adopted January 10, 2005, and Ordinance Numbers 4261, 4262 and 4263, adopted November 12, 2007, the Village amended the TIF Plan, altered the exterior boundaries and added additional territory to the Redevelopment Project Area and adopted tax increment allocation financing for said additional territory in the Redevelopment Project Area.

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- E. Pursuant to the Act and Ordinance Numbers 4356, 4357, and 4358 adopted September 2, 2008, the Village approved a further amendment to the TIF Plan, altered the exterior boundaries of and added additional territory to the Redevelopment Project Area and adopted tax increment allocation financing for said additional territory in the Redevelopment Project Area. The legal description of the Redevelopment Project Area as originally designated and as subsequently amended and expanded are attached hereto as Exhibit 1.
- F. The Developer is or was the fee owner of certain real property located within the Redevelopment Project Area, said property being legally described as EXHIBIT "2" attached hereto and made a part hereof (hereinafter referred to as the "Developer Parcel").
- G. Pursuant to its home rule powers and in accordance with the Act, the Village on April 2, 2004 entered into a Redevelopment Agreement with the Developer ("the Redevelopment Agreement"), which outlined the development of a multi building condominium development which consisted of a total of three hundred six (306) dwelling units in five (5) buildings, as more fully shown on the Final PUD Plans, as hereinafter defined, attached hereto as EXHIBIT "3" and made a part hereof (hereinafter referred to as the "Project") within the Redevelopment Project Area and provided for the Village's reimbursement of certain Redevelopment Project Costs from Incremental Property Taxes, as such terms are defined below, incurred by Developer in connection with the Project.
- H. In regard to the Project, the Developer sought and received approval for a condominium planned unit development on April 14, 2003, pursuant to Ordinance 3720, entitled, "An Ordinance Granting Rezoning from 1-1,1-3 and R-1 to PD-4"; Ordinance 3721, entitled, "An Ordinance Granting Planned Unit Development Final Plan, Special Use, Site Plan and Appearance Approval for a Planned Unit Development"; and Resolution 03-190, entitled, "A Resolution Approving the Final Plat of Prairie Park at Wheeling Subdivision", copies of which are attached hereto and made part hereof as EXHIBITS "4", "5" and "6", respectively (collectively, the "PUD Ordinances").
- I. As of the date hereof, the Developer has (1) constructed Buildings 1 and 2 sold all of the units in those buildings; (2) constructed Buildings 4 and 5 but has not sold all of the units in those buildings (hereinafter referred to as "Building 4" and "Building 5", respectively); (3) not commenced construction of Building 3 (hereinafter referred to as "Building 3") or the Project Infrastructure, as defined below. All of the buildings and related infrastructure are depicted on the Final PUD Plans.
- J. Developer has expended approximately \$80 million to date. Of those expenditures, approximately \$11 million are anticipated to be Redevelopment Project Costs, as hereinafter defined.

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- K. While the Developer has received a loan from the Bank relative to the purchase of the Developer Parcel, and the construction of the Project, the Developer has advised the Village that due to the down turn in the economy and specifically in the real estate market, without additional financial assistance from the Village, the Developer will be unable to complete the Project in accordance with the Final PUD Plans. Further, the Developer and certain of its affiliates have defaulted on loans relating to the Project.
- L. The Bank has agreed to forbear on foreclosure of the outstanding loans under the terms set forth in Section VII of this Agreement and in an amended and restated forbearance agreement to be entered with the Developer and certain Developer related parties on or before the Effective Date of this Agreement.
- M. The Village is desirous of having the Redevelopment Project Area rehabilitated, developed and redeveloped in accordance with the TIF Plan, and particularly is desirous of completing the Project as a part thereof, in order to serve the needs of the Village, arrest physical decay and decline in the 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 facilitate and assist in the completion of the Project.
- N. Pursuant to its home rule powers and in accordance with the Act, the Village and the Developer on June 15, 2006 executed a First Amendment to the Redevelopment Agreement (the "First Amendment to the Redevelopment Agreement").
- O. Pursuant to its home rule powers and in accordance with the Act, the Village and the Developer on February 9, 2009, entered into a Second Amendment to the Redevelopment Agreement (the "Second Amendment to the Redevelopment Agreement").
- P. Pursuant to its home rule powers and in accordance with the Act, the Village and the Developer on June 15, 2009, entered into a Third Amendment to the Redevelopment Agreement (the "Third Amendment to the Redevelopment Agreement"). The Redevelopment Agreement, the First Amendment to the Redevelopment Agreement, the Second Amendment to the Redevelopment Agreement, and the Third Amendment to the Redevelopment Agreement are attached hereto as EXHIBIT "8" and made a part hereof (collectively, the "Original and Amended Agreement").
- Q. Pursuant to the Original and Amended Agreement, the Village has reimbursed Developer Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00) to date for Redevelopment Project Costs incurred by Developer in connection with the Project (the "Initial Reimbursement Amount").
- R. Due to the slowdown in the real estate market and economy and in order to ensure

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timely completion of the Project, Developer is seeking further reimbursement of Redevelopment Project Costs incurred in connection with the Project in the amount of Six Million and 00/100 dollars (\$6,000,000). The Village had determined that sufficient Area-wide Incremental Property Taxes and Incremental Property Taxes, as each are hereinafter defined, exist to support this additional request, and, subject to verification, that Developer has incurred sufficient Redevelopment Project Costs in excess of the Initial Reimbursement Amount to support the additional request for reimbursement.

## II. DEFINITIONS

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

- A. **"Agreement"** means this Redevelopment Agreement, effective as of the Effective Date.
- B. **"Area wide Incremental Property Taxes"** means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon the Redevelopment Project Area, which taxes are actually collected and which are attributable to the increase in the equalized assessed valuation ("EAV") for the Redevelopment Project Area over and above the base EAV of the Redevelopment Project Area all as determined by the County Clerk of the County of Cook, Illinois, pursuant to and in accordance with the Act, the IDF Ordinances and this Agreement, and which are received by the Village after the Effective Date of this Agreement less the amounts necessary to make the Priority Payments.
- C. **"Bond Proceeds"** shall have the meaning attributed to the term in Section V.C.3(i).
- D. **"Change in Law"** means the occurrence, after the Effective Date, of an event described below in this definition, provided (1) such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement and (2) such event is not caused by the Party relying thereon.

Change in Law means any of the following: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation (other than by the Village or with respect to those made by the Village, only if they violate the terms of this Agreement); (ii) the order or judgment of any federal or state court, administrative agency or other governmental body (other than the Village); or (iii) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village, or, with respect to those made by the Village, only if they violate the terms of this Agreement). Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license,

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

- E. **"Code"** means the United States Internal Revenue Code of 1986, as amended.
- F. **"Corporate Authorities"** means the President and Board of Trustees of the Village of Wheeling, Illinois.
- G. **"Dedicated Account"** means that certain account of Developer at the Bank, deposits into which are irrevocably pledged to the Bank as collateral for loans made by the Bank relating to the Project.
- H. **"Developer"** means Wheeling Prairie LLC, a Delaware Limited Liability Company, or any successor or assignee in interest.
- I. **"Effective Date"** means the date on which this Agreement is fully executed and delivered by both Parties, with said date being inserted in the opening paragraph of this Agreement.
- J. **"Final PUD Plans"** mean the Village approved site plan, elevations and engineering plans for the Project as approved by Village Ordinance 3721.
- K. **"Final Permit Plans"** means the plans for one or more portion of the Project for which a building permit has been issued by the Village.
- L. **"Subordinate Incremental Property Taxes"** means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon the Developer Parcel, which taxes are actually collected and which are attributable to the increase in the EAV of the Developer Parcel over and above the EAV of the Developer Parcel at the time of the initial formation of the North TIF District (i.e., February 10, 2003), all as determined by the County Clerk of the County of Cook, Illinois, pursuant to and in accordance with the Act, the TIF Ordinances and this Agreement, and which are received by the Village after the Effective Date of this Agreement.
- M. **"Party"** means the Village, the Bank and/or Developer and their respective successors and/or assigns as permitted herein, as the context requires.
- N. **"Person"** means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.
- O. **"Priority Payments"** means amounts necessary to make regularly scheduled principal and interest payments due and owing after the Effective Date on the



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following Village debt obligations: (1) those certain \$19 million Tax Increment Revenue Bonds, Series 2005 as authorized under Ordinance Number 4007; (2) those certain \$8 million General Obligation Bonds, Series 2004A, as authorized under Ordinance Number 3855; and (3) that certain \$1,155,475 General Obligation Bonds, Series 2003B, as authorized under Ordinance Number 3752; provided that the amounts reserved for debt obligation 0(2) shall equal thirty seven and one half percent (37.5%) of each principal and interest payment due.

- P. **"Project"** shall have the meaning as set forth in Section I.G above.
- Q. **"Project Infrastructure"** means the club house, the ringroad and certain remaining site improvements as more fully described and identified on EXHIBIT "9."
- R. R. Redevelopment Project Costs shall have the meaning attributed to the term under the Act.
- S. **"Successor Mortgage Party"** means the Bank or assignee, successor or nominee thereof that takes title to the Developer Parcel and/or Project, or any portion thereof, pursuant to a foreclosure or deed in lieu of foreclosure or any successor to such party, including their successors.
- T. **"Title Company"** means Chicago Title Insurance Company.
- U. **"Uncontrollable Circumstance"** means any event which materially changes the ability of the applicable Party relying thereon to carry out its obligations under this Agreement:
1. is beyond the reasonable control of and without the fault of the Party relying thereon; and
  2. is one or more of the following events:
    - i. a Change in Law;
    - ii. insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
    - iii. epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;
    - iv. governmental condemnation or taking other than by the Village;
    - v. strikes or labor disputes, or work stoppages not initiated by the Developer or any entity controlled by or under common control with the Developer;

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- vi. shortage or unavailability of essential materials (which shall not include suspension or limitation of disbursement of loan proceeds due to a Developer default), which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
- vii. unknown or unforeseeable geo-technical or environmental conditions, including storm water management issues as reasonably agreed upon by the Parties ;
- viii. major environmental disturbances;
- ix. material vandalism;
- x. terrorist acts; or
- xi. litigation brought by or against third parties (but excluding affiliated and/or related parties of the Parties) including but not limited to actions pertaining to evictions.

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

For each day that the Village, the Bank or Developer is delayed in its performance under this Agreement by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day; provided, however, the collective extension of dates due to Uncontrollable Circumstances shall not exceed one hundred eighty (180) days. Any extension of time beyond the collective one hundred eighty (180) day period shall be agreed to by the Parties in writing. Any Party claiming an Uncontrollable Circumstance of a duration of five (5) days or more shall notify the other Parties to this Agreement of such claim within five (5) days of the first day of the start of the Uncontrollable Circumstance.

- V. **"Village Code"** means the Municipal Code of the Village of Wheeling, as may be amended from time to time.

### III. CONSTRUCTION

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

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



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

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- I. The Preliminary Statements set forth in Section I are incorporated herein and made a part hereof.
- J. The Original and Amended Agreement is superseded by this Agreement and shall have no further force or effect. The foregoing shall not be construed in any way to affect or modify the validity or effect of the PUD Ordinances as applied to the Developer Parcel and Project.

## IV. CERTAIN CONDITIONS PRECEDENT

- A. On or before September 30, 2010, Developer shall have delivered to the Village's economic consultant an itemized list and, as applicable, documentary backup requested by the Village of any and all Redevelopment Project Costs incurred in the past and to be incurred to complete the Project (including but not limited to lien waivers, cancelled checks, paid invoices and evidence of wires) and the Village's chosen economic consultant shall have certified, in his discretion, that the Developer has incurred at least Ten Million Five Hundred Thousand Dollars and No/100 (\$10,500,000) in Redevelopment Project Costs (the "Certificate").
- B. On or before September 30, 2010, Developer shall have delivered to the Village and the Bank a general contractor bid from Smith Family Construction for the completion of the Project Infrastructure. In addition, on or before September 30, 2010, the Bank shall have delivered evidence of at least one (1) other bid for the completion of the Project Infrastructure to the Village. Concurrently with the delivery of the bid, Developer shall also deliver a reasonably detailed Project Infrastructure budget which shows hard and soft costs to be incurred in order to substantially complete the Project Infrastructure and which is reasonably acceptable to the Village and the Bank. Subject to Village and Bank approval, Developer shall be permitted to move dollars between Project Infrastructure budget line items.
- C. On or before September 30, 2010, Developer shall have delivered to the Village and the Bank a construction schedule for the Project Infrastructure that is reasonably acceptable to the Village and the Bank (hereinafter the "Project Schedule"). The construction schedule shall include the Developer's best estimate of the projected date of substantial completion of the Project Infrastructure.
- D. On or before September 30, 2010, Developer shall have delivered to the Village and the Bank a marketing plan for the sale of the units in the Project that is reasonably acceptable to the Village and the Bank.
- E. Developer shall diligently pursue and use reasonable efforts to timely satisfy the above conditions, but if such conditions are not so satisfied or waived by the Village, then the Village may terminate this Agreement by giving written notice thereof to the other Parties subject to the Bank's right to cure Developer's failure to satisfy the conditions above and complete the Project Infrastructure, as

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set forth in Section XII.A. If the Certificate is not issued on or before September 30, 2010, then the Bank may terminate this Agreement by giving written notice thereof to the other Parties. Uncontrollable Circumstances shall not excuse the failure to deliver, or extend the time period for delivery of, the Certificate. In the event that the Village and/or the Bank elect to terminate this Agreement, pursuant to the provisions of this Section IV, then this Agreement shall be deemed null and void and of no force or effect and the Village, the Bank and Developer shall not have any obligations liability with respect thereto. In the event of a termination of this Agreement, all obligations that exist under the PUD Ordinances shall remain in full force and effect. Upon written request from Developer, the Village and the Bank shall certify to Developer that Developer has timely satisfied the conditions of this Section IV provided that Developer has in fact timely performed such obligations to the Village and the Bank's reasonable satisfaction.

## V. UNDERTAKINGS ON THE PART OF THE VILLAGE

Upon complete satisfaction of conditions set forth in Section IV.A through IV.D, the Village shall undertake the following:

- A. The Village will assist Developer in securing and obtaining, in an expeditious manner, all governmental approvals, consents, permits, licenses and authorizations reasonably necessary or required for the Project. Developer, however, shall remain primarily responsible for securing all of its necessary approvals, consents, permits, licenses and authorizations.
- B. The Village shall issue, where appropriate, and will reasonably assist Developer to obtain, such building permits, driveway permits, curb cut permits, licenses and other permits as Developer may require to cause the construction of the Project including the Project Infrastructure, provided the Project complies with the applicable ordinances of the Village and other governmental bodies having jurisdiction.
- C. Provided that the Certificate has been issued and provided that all other applicable conditions precedent to payment set forth herein have been met to the reasonable satisfaction of the Village, the Village shall reimburse the Developer for such Redevelopment Project Costs in the total amount of Six Million and 00/100 Dollars (\$6,000,000.00) (the "Funding Cap") over and above the Four Million Five Hundred Thousand Dollars and 00/100 Dollars (\$4,500,000.00) reimbursed to date, to be paid as follows:

### 1. REIMBURSEMENT UPON COMPLETION OF PROJECT INFRASTRUCTURE

- i. The Village will reimburse Developer from Bond Proceeds, as defined below, for previously incurred Redevelopment Project Costs but only in an amount equal to the amount of Project

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Infrastructure hard and soft construction costs actually incurred by the Developer and consistent with the Project Infrastructure budget. The calculation of Project Infrastructure soft costs shall not include attorneys' fees. The calculation of Project Infrastructure soft costs shall include interest on the loan extended by the Bank to complete the Project Infrastructure for the period starting on the first day that funds are drawn on such loan until the date of substantial completion of the Project Infrastructure (the "Interest Period"). In no event, however, shall the Interest Period exceed the number of days set forth in the Project Schedule for construction plus ninety (90) days. Substantial completion shall mean that the conditions set forth in Section V.C.1(iii)(e) have been satisfied. The interest rate during the Interest Period shall be five and one-half percent (5.5%) compounding on an annual basis. The amount that the Village is obligated to reimburse the Developer pursuant to this Section V.C.1(i) shall in no event exceed Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) (such amount, the "First Payment"). The First Payment shall be made to the Dedicated Account within ten (10) business days of satisfaction of the conditions precedent set forth in Section V.C.1(iii).

- ii. [Intentionally omitted]
- iii. The Village shall not be obligated to make the First Payment until the following conditions have been satisfied in the reasonable discretion of the Village:
  - (a) The Village shall have received the Certificate in an amount of at least the First Payment plus the Initial Reimbursement Amount;
  - (b) The Project Infrastructure shall have been bid out to at least two general contractors, one of which is Smith Family Construction, and Developer shall have entered into a guaranteed maximum price general contract, approved by the Bank as to form and substance and the Village as to consistency with price, the Project Infrastructure budget and the Project Schedule, for the completion of the Project Infrastructure; provided however, that, while in no way affecting the maximum amount of the First Payment, increases in the costs of or change orders to the Project Infrastructure shall not be grounds for the Village to claim non-satisfaction of this condition.
  - (c) All plans and specifications for the Project Infrastructure submitted for governmental approvals and permits shall substantially conform to the Final PUD Plans;
  - (d) Developer has delivered to the Village evidence that it has expended funds

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in an amount equal to or greater than the First Payment amount; such evidence shall include but not be limited to invoices, cancelled checks, lien waivers, and owner's and general contractor's sworn statements;

- (e) Developer has substantially completed the Project Infrastructure in accordance with the Final PUD Plans and the Final Permit Plans as evidenced by: (a) issuance of a certificate of occupancy for the clubhouse by the Village; and (b) receipt by the Village of an architect's certificate attesting to substantial completion for the clubhouse and an engineer's certificate of substantial completion for the ring road and other improvements identified on EXHIBIT "9." Issuance of the certificate of occupancy shall be subject to the Village's customary requirements for issuing certificates of occupancy;
- (f) Developer has completed the Project Infrastructure in accordance with Project Schedule or an amended Project Schedule as approved by the Village and the Bank; and
- (g) No uncured default by Developer and the Bank exists under this Agreement.

## 2. RE IMBURSEMENT UPON UNIT SALES

- i. In addition to the First Payment and provided that the conditions set forth in Sections V.C.1(iii) and as set forth below in this Section V.C.2(ii) have been met, the Village will reimburse Developer for previously incurred Redevelopment Project Costs in an amount equal to Thirty Thousand and no/100 Dollars (\$30,000) per unit closed for closings occurring between the Effective Date and the last day of the twenty-fifth (25<sup>th</sup>) month after the Effective Date (the collective amount paid during such period, hereinafter the "Second Payment") and thereafter in an amount per unit closed after such 25-month period equal to the difference between Six Million and 00/100 Dollars (\$6,000,000.00) minus the First Payment and the Second Payment divided by the number of unsold units in Building 4 and Building 5. After the completion of the Project Infrastructure in accordance with Section V(C)(1) above, the per unit payments shall be paid to Developer on a per dwelling unit basis, upon the issuance of an occupancy permit and the closing of the unit for which payment is sought. It is acknowledged that the Village may make one or more "per dwelling unit" payments concurrently with the First Payment provided that all conditions precedent have been satisfied. The Village shall make such payments to the Dedicated Account, within seven (7) days of receipt of written documentation evidencing the closing for each dwelling unit. The Village shall make such payments from any excess Bond Proceeds until such



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excess Bond Proceeds are exhausted. After exhaustion of the Bond Proceeds, the only source of funds for each "per dwelling unit" payment will be Subordinate Incremental Property Taxes less a pro-rata portion of the Subordinate Incremental Property Taxes (i.e., an amount equal to: Subordinate Incremental Property Taxes for a given tax year divided by Area-wide Incremental Property Taxes for that same tax year and then multiplied by Area-wide Incremental Taxes for that same tax year) necessary to make the Priority Payments (the "Non-Bond Revenue Source"). All of the Non-Bond Revenue Source, when collected, shall be allocated to and shall be paid to the Treasurer of the Village for deposit by the Treasurer into the 2010 Subordinate Lien Developer Tax Allocation Fund, as defined below. The Village shall not pledge, expand, or dedicate any Non-Bond Revenue Source other than for "per dwelling unit" payments after the Effective Date unless the Bank and Developer consent in writing.

- ii. The Village shall not be obligated to make any "per dwelling unit" payment until the following conditions have been satisfied in the reasonable discretion of the Village: (i) Developer has substantially completed the Project Infrastructure substantially in accordance with the Final PUD Plans and strictly in accordance with the Final Permit Plans as evidenced by: (a) issuance of a certificate of occupancy for the clubhouse by the Village; (b) receipt by the Village of an architect's certificate attesting to substantial completion for the clubhouse and an engineer's certificate of substantial completion for the ring road. Issuance of the certificate of occupancy shall be subject to the Village's customary requirements for issuing certificates of occupancy; (ii) all of the improvements set forth on EXHIBIT "9" have been completed by the Developer; (iii) the Certificate has been issued in an amount of at least the First Payment, the Initial Reimbursement Amount, any previously paid amounts on a "per dwelling unit basis" and the requested "per dwelling unit" payment amount; and (iv) sufficient Incremental Property Taxes exist to make the requested "per dwelling unit" payment.

### 3. REVENUE BOND REQUIREMENT

- i. **Revenue Bonds.** In order to fund the First Payment, the Village, at its option, shall endeavor to issue one or more series of tax increment revenue bonds in the amount required to yield up to Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) in net proceeds, (after provision for debt service coverage, capitalized interest, debt service reserve fund, and closing costs) (collectively, the "Bonds") at such time as a determination has been made by the Village's financial consultant



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that the Bonds are marketable (such ordinance authorizing such bond issuance, the "Bond Ordinance"). The Village shall thereafter issue said Bonds, provided there is a buyer therefore and provided that the interest rate does not exceed nine percent (9%). Junior lien bonds shall be underwritten or purchased by a qualified investment banker underwriter. The Village, Bank and Developer will make all reasonable efforts, including issuing multiple series of Bonds, to ensure that the Bonds will be exempt from federal taxation under the Code. If the Village is unable to sell tax increment revenue bonds sufficient to provide net proceeds in the amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00), within ninety (90) days of the Effective Date of this Agreement, at the Village's option, the Village may terminate this Agreement. Upon termination, the Village's obligations under this Agreement to make any payment shall become null and void and the Bank's obligations to the Developer shall become null and void. The Developer's obligations or any subsequent owner's obligations to construct the Project, including the Project Infrastructure, pursuant to the PUD Ordinances shall remain in full force and effect. The PUD Ordinances shall remain in full force and effect after any termination of this Agreement.

The proceeds from the sale of the Bonds ("Bond Proceeds") will be used by the Village first to reimburse Developer for previously incurred Redevelopment Project Costs in an amount equal to the First Payment Amount. To the extent there are excess Bond Proceeds after the First Payment Amount has been made, such excess amounts shall be used to further reimburse Developer for previously incurred Redevelopment Project Costs in accordance with the schedule set forth in Section V.C.2 until the Bond Proceeds are exhausted.

The only source of repayment for the Bonds will be Area-wide Incremental Property Taxes. All of the Area-wide Incremental Property Taxes, when collected, shall be allocated to and shall be paid to the Treasurer of the Village for deposit by the Treasurer into the junior lien bond and interest account of the special tax allocation fund for the Redevelopment Project Area (the "Tax Allocation Fund").

- ii. **Bond Provisions.** The following provisions shall apply if the Bonds are issued:
- (a) **Trustee.** If so provided in a Bond Ordinance, the Bond Proceeds may be held by a trustee for the bond holders ("Trustee").
  - (b) **Bond Proceeds.** (1) The Bond Proceeds shall be deposited, held,

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invested, reinvested and disbursed as provided in the Bond Ordinance. Developer understands and agrees that the Village alone shall deliver to any Trustee a direction as to the investment of funds on deposit in the funds and accounts established by or pursuant to the Bond Ordinance; and (2) except in the event of fraud or gross negligence, the Village shall have no responsibility whatsoever to the Developer with respect to any investment of funds made under the Bond Ordinance, including any loss of all or a portion of the principal invested or any penalty for liquidation of investment. Any such loss may diminish the amounts of Bond Proceeds available to reimburse Developer for previously incurred Redevelopment Project Costs.

- D. Any Successor Mortgage Party designated in writing by the Bank shall be deemed to be the party that incurred Redevelopment Project Costs in connection with the Project for the purposes of receiving the First Payment and/or the Accrued Payments if the First Payment and/or the Accrued Payments has not been made and the Successor Mortgage Party has taken title to the Developer Parcel, the Project and/or any portion thereof. Upon the Village's approval, in its sole discretion, any Successor Mortgage Party designated in writing by the Bank shall be deemed to be the party that incurred Redevelopment Project Costs in connection with the Project and entitled to receive "per dwelling unit" payments if any payments are due and owing at the time such party is designated by the Bank.

## VI. UNDERTAKINGS ON THE PART OF DEVELOPER

- A. Upon complete satisfaction of all conditions in Section IV, Developer shall undertake and diligently complete the following:
1. the Project Infrastructure substantially in accordance with the Final PUD Plans, the budget and the Project Schedule and strictly in accordance the Final Permit Plans;
  2. the marketing and sale of the remaining units in the Project in accordance with the marketing plan delivered to the Village and the Bank or an amended marketing plan approved by the Bank;
  3. any remaining Project improvements as referenced in Section V.C.2(i);
  4. All additional environmental remediation work necessary as discovered by the Developer and as required by law for construction of the Project Infrastructure; and
  5. Developer shall be responsible for the payment of any fees or charges imposed upon the Developer and/or the Village by the Metropolitan Water Reclamation District of Greater Chicago ("MWRD") as a result of any Ordinance adopted by the MWRD and applicable to the Project. The Village at this time is unaware of any additional MWRD fees due and owing relative to the Project. However any additional fees required by

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MWRD in the future will remain the responsibility of the Developer. Developer shall provide to the Village and the Bank an executed release from the Prairie Park HOA, in a form satisfactory to the Village and the Bank, releasing the Developer, the Bank and the Village from any and all claims related to the Project.

6. The Developer shall pay the Prevailing Wage, as that term is defined by the Illinois Prevailing Wage Act, in effect as of the Effective Date for all labor done to complete the remaining improvements being constructed as part of the Project, including but not limited to the Project Infrastructure.

B. The Developer shall complete construction of Building 3 within five (5) years of the Effective Date of this Agreement. In the event that the Developer fails to complete construction of Building 3 within such time frame, the Village or its assignee may purchase a portion of the Developer Parcel (the "Option Parcel") in accordance with that certain Option Agreement attached hereto as EXHIBIT "10." Completion of construction of Building 3 shall be deemed to have occurred upon the issuance by the Village of the first certificate of occupancy for a dwelling unit in Building 3. Notwithstanding anything to the contrary herein, the Village's sole remedy under this Agreement for Developer's failure to construct Building 3 shall be to exercise its option to purchase the Option Parcel pursuant to the Option Agreement. Nothing in the foregoing sentence shall be construed in any way to limit the Village's rights and remedies, however, under the PUD Ordinances or the Village Code as to any part of the Project, including Building 3; provided, however, the Village waives any right of specific performance to compel the construction of Building 3.

## VII. UNDERTAKINGS ON THE PART OF THE BANK

A. The Bank and Developer will enter into an Amended and Restatement of Forbearance Agreement (the "Restated Forbearance Agreement").

B. So long as no "Default Permitting Exercise of Remedies" (as defined on EXHIBIT "11" attached hereto) has occurred, the Bank will forbear from exercising its remedies under the loan documents evidencing and securing the Bank's loan to the Developer (the "Loan Documents") for a period of twenty-five (25) months (the "Forbearance Period") from the date the Effective Date of this Agreement; provided, however, that in the event that Developer fails to sell at least ten (10) additional units in the Project between the Effective Date and the date which expires eighteen (18) months thereafter, the Forbearance Period will terminate at the end of such eighteen (18) month period and the Bank shall have the right to enforce all of its rights and remedies under the Loan Documents. In the event that a Successor Mortgage Party takes title to the Developer Parcel, the Project and/or any portion thereof, the Village's obligations under this Agreement to make any further "per unit" payments under Section V.C.2 of this Agreement, other than Accrued Payments (defined below), shall terminate and this Agreement shall terminate as of the date that the Successor Mortgage Party takes title. If the

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Project Infrastructure has begun at the time of the Default Permitting Exercise of Remedy, the Village's obligation to make the First Payment, when the Project Infrastructure is complete, and any payments due pursuant to Section V.C.2 for units sold up to the date of a Successor Mortgage Party taking title (such payments, the "Accrued Payments"), shall survive any termination of this Agreement. Commencement of construction of the Project Infrastructure shall be deemed to have occurred upon the pouring of the foundation for the clubhouse.

C. The Forbearance Period shall be subject to extension beyond twenty-five (25) months for a period not later than forty-eight (48) months from the Effective Date upon the following terms and conditions:

1. No Default Permitting Exercise of Remedies (as defined on EXHIBIT "11" attached hereto) occurs and has not been waived by the Bank;
2. the Forbearance Period shall be extended on the basis of one (1) month for every two (2) sales of Units sold pursuant to Binding Sales Contracts (as defined in the Forbearance Agreement) from and after the date hereof. As an example, if ten (10) Units are sold between the Effective Date and twenty-five (25) months thereafter, the Forbearance Period will be extended for five (5) additional months.
3. During the Forbearance Period, the Bank will fund an amount up to, but not exceeding, \$90,000 per month in project overhead (the "Overhead Payments") actually expended or due from Developer for the Project pursuant to a monthly operating budget for the Project an estimate of which is attached hereto as EXHIBIT "12." Only Overhead Payments set forth in the final, Bank-approved monthly budget shall be disbursed, and amounts may be adjusted between line items as agreed to by the Bank and the Developer.
4. The annual rate of interest on the Bank's loan facility to Developer for funds advanced prior to the Effective Date shall be reduced to three and one quarter percent (3.25%) and remain at the new rate during the term of this Agreement. Funds advanced from and after the Effective Date shall bear interest at the rate of three and one quarter percent (3.25%) per annum, except that funds lent to construct the Project Infrastructure shall bear interest at a rate of five and one half percent (5.5%) per annum.
5. Should the Bank take title to the Project and or Developer Parcel prior to the forty-eight (48) months from the Effective Date, the Bank will not auction off more than a total of eight (8) units during the period expiring forty-eight (48) months from the Effective Date; provided, however, the Bank shall be entitled to dispose of the Project, the indebtedness secured by the Project or its collateral interests in the Project other than through an auction. An auction shall be what is commercially known as a real estate auction. The Bank agrees that any new developer to whom the Bank

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wishes to transfer any portion of the Project shall: (i) be of good reputation in the industry; (ii) experienced in the development, marketing and sale of residential condominium projects in the Midwest region of at least 100 units that are similar in quality to the Project; and (iii) have sufficient sources of funding to timely complete Building 3.

- D. The Village acknowledges that concurrently herewith, the Developer and the Bank are entering into a Deed in Lieu of Foreclosure Agreement pursuant to which the Developer will deposit a deed conveying the portion of the Developer Parcel still owned by Developer to the Bank's designee in escrow with the Title Company under which the deed will be recorded if a Default Permitting Exercise of Remedies under the Restated Forbearance Agreement occurs.

## VIII. MUTUAL ASSISTANCE PROVISION

- A. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement.
- B. Provided the Developer is in compliance with this Agreement, the Village agrees that it will not revoke or amend the TIF Plan, the ordinance adopted by the Village relating to the TIF Redevelopment Plan or this Agreement if such revocation or amendment would prevent the development or financing of the Project by the Developer in accordance with this Agreement.

## IX. ADDITIONAL COVENANTS, UNDERTAKINGS AND AGREEMENTS OF THE PARTIES

- A. This Agreement incorporates all agreements and understandings of the Parties hereto as of the date of its execution, concerning the Project. Each party acknowledges that 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, the Parties and their respective successors and assigns, as the case may be, shall not be considered in breach of, or default in, its obligations under this Agreement in the event of any delay, or prohibition of any Party from performing its obligations under this Agreement, resulting from the conduct of any judicial, administrative or legislative proceedings, or caused by litigation or proceedings challenging the authority or right of the Village to act under the TIF Plan, any of the ordinances referenced herein, or perform under this Agreement. The Village shall diligently contest any such proceedings and any appeals there from. The Village may settle a contested proceeding at any point, so long as the settlement results in the Village's ability to fully and timely perform pursuant to



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this Agreement and so long as any such settlement does not impose additional obligations on Developer or the Bank, increase Developer or the Bank's obligations under this Agreement, diminish the ability of Developer or the Bank to receive reimbursement of Redevelopment Project Costs as and when due, or to diminish Developer's ability to make payments to the Bank under the Loan Documents. 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 subject to the 180-day limitation set forth in Section II. Developer and the Bank recognize and agree that the Village has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of the final development plan, excavation permits, grading permits, building permits and occupancy permits, and legally permissible failure on the part of the Village to grant or issue any required permit shall not be deemed as the cause of a default by Developer under this Agreement or give rise to any claim against or liability to the Village pursuant to this Agreement. The Village agrees, however, that such approvals and permits shall not be unreasonably withheld, delayed or conditioned, and the Village shall comply with all applicable local, state and federal regulations regarding such approvals.

- D. The Village represents and warrants to the Bank that as of the date hereof and to its actual knowledge after diligent inquiry:
1. The Project (except Building 3 and the Project Infrastructure) has been completed substantially in accordance with the Final PUD Plans and the Final Permit Plans, all Village-issued government approvals, permits pertaining to the Project and all applicable ordinances, rules and regulations of the Village;
  2. There are no uncured defaults (other than Developer's failure to construct Building 3 and the Project Infrastructure) pursuant to any agreement entered into prior to the Effective Date between the Village and Developer relating to the Project;
  3. Except for the construction of Building 3 and the Project Infrastructure, there are no uncured violations of the PUD Ordinances or the Village Code with respect to the Project.
  4. That the Developer shall be and remain liable for any penalties or fines for any defaults, breaches or legal violations relating to the Developer Parcel and/or the Project that occur prior to a Successor Mortgage Party taking title to the Developer Parcel and/or the Project (individually or collectively, the "Prior Violations"), or any portion thereof and that the Village will not impose any penalties or fines on a Successor Mortgage Party for Prior Violations, without first giving the Successor Mortgage Party a reasonable period of time to cure said Prior Violations provided that such Prior Violations are reasonably capable of being cured. A



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Successor Mortgage Party shall only be subject to liability for penalties and fines for defaults, breaches or violations that occur when such Successor Mortgage Party is in title to the Developer Parcel and/or the Project, or any portion thereof and then only for defaults, breaches or violations as to the portion of the Developer Parcel and/or Project that such Successor Mortgage Party owns. Notwithstanding the foregoing, a Successor Mortgage Party shall be responsible for curing any defaults, breaches or legal violations that exist prior to its taking title and during the time that such Successor Mortgage Party is in title.

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 Developer:

Wheeling Prairie LLC  
Mark Smith  
100 Prairie Park Road, Suite 409  
Wheeling, IL 60090

with copy to:

Paul Nicolosi  
Nicolosi and Associates  
363 Financial Court, Suite 100  
Rockford, Illinois 61107

If to the Village:

Village Manager  
Village of Wheeling  
2 Community Blvd.  
Wheeling, Illinois 60090

with copy to:

James V. Ferolo  
Klein, Thorpe & Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606

If to Bank:

Olivia Keating  
MB Financial Bank, N.A.  
6111 North River Road  
4th Floor  
Rosemont, IL 60018

With copy to:

Michael Kurtzon  
Dykema Gossett PLLC  
10 South Wacker Drive  
Suite 2300

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Chicago, Illinois 60606

- F. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- G. Developer shall not assign this Agreement to any person or entity without the prior written consent of the Village and the Bank, which consent shall be respective Parties' sole discretion. Notwithstanding the foregoing, in the event that, as a result of a default under the Loan Documents, the a Successor Mortgage Party acquires title to the Developer Parcel, the Project and/or any portion thereof, such action shall not require the prior written consent of the Village; provided, however, the Bank shall be required to provide the Village with notice of any such action by the Bank, and the Bank shall obtain the prior written consent of the Village prior to assigning this Agreement to a developer entity which does not meet the criteria set forth in Section VII.C.5, which consent shall be at the Village's sole discretion.
- H. 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.
- I. No recourse under or upon any obligation, covenant, or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Village, in any amount or in excess of any specific sum agreed by the Village to be paid to Developer hereunder, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village's officers, agents and/or employees in regard to this Agreement, with all and any such rights or claims of Developer or the Bank against the Village's officers, agents and/or employees being hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.
- J. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective grantees, heirs, successors, administrators, nominees, permitted assigns or other successors in interest.
- K. The parties shall record a certified (by the Village Clerk) copy of this Agreement in the office of the Recorder of Deeds of Cook County, Illinois, and upon recordation thereof, the covenants and conditions of the parties hereto shall be binding upon their successors in title and shall be deemed covenants which shall run with the land until the termination of this Agreement.
- L. The following obligations shall survive termination of this Agreement (except where the Banks elects to terminate this Agreement pursuant to termination rights in Section IV):
1. The Village's obligation to make the First Payment and any Accrued

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Payments to a Successor Mortgage Party provided that all applicable conditions precedent to making such payments have been satisfied; and

2. The Village's right to acquire the Option Parcel pursuant to the Option Agreement. The right set forth in this Section IX.M.2 shall survive only until the Village's right to acquire the Option Parcel expires pursuant to the Option Agreement.

## X. REPRESENTATIONS AND WARRANTIES OF DEVELOPER

- A. Developer hereby represents and warrants to the Bank and the Village that it is a limited liability company in good standing with proper authority to execute this Agreement.
- B. Developer hereby represents and warrants to the Bank and the Village that the Project requires economic assistance from the Village, including, but not necessarily limited to, an underwriting of the Redevelopment Project Costs in order for Developer to complete the construction in accordance with the Final PUD Plans and, but for the economic assistance to be given by the Village as herein stated, the Project, as contemplated, would not be economically viable nor eligible for the financing necessary for its completion.
- C. Developer hereby represents and warrants to the Bank and the Village that the Project has been constructed in a good and workmanlike manner in accordance with the approved Final PUD Plans and all plans and specifications pertaining thereto, including any amendments, all as approved by the Village and any future Project work shall be undertaken and completed in the same manner.
- D. Developer and the Bank hereby represent and warrant that at all times they shall comply with all applicable local zoning ordinances and regulations, the building code, fire code and all other applicable Village ordinances, resolutions and regulations in existence as of the date of approval of the Project.
- E. Developer hereby represents and warrants to the Village and the Bank that it shall comply with all terms, provisions and conditions and shall not default or knowingly permit a default under any document or agreement relating to the Project or the financing of the Project to which it is a party, including but not limited to this Agreement, and all agreements and documentation in connection with any loan to it in relation to the Project.

## XI. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE AND BANK

The Village and the Bank hereby represent and warrant to one another and to Developer that, subject to its compliance with the Act, each has the power and authority to execute, deliver and perform the terms and obligations of this Agreement.

## XII. DEFAULTS AND REMEDIES

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- A. Except as provided in Section XII.B, in the event of any default and/or breach of this Agreement or any terms or conditions by any Party hereto or bound by this Agreement, such party shall, upon written notice, proceed promptly to cure or remedy such default or breach within fifteen (15) days after receipt of such written notice; provided, however, that in the event such default is incapable of being cured within said fifteen (15) day period and the defaulting party commences to cure within said fifteen (15) day period and proceeds to cure with due diligence, such party shall not be deemed to be in default under this Agreement.
- B. In case such action is not taken or not diligently pursued or the default or breach shall not be cured or remedied within the above time or in the event of any other default (time being of the essence with respect to the payment of any sums required hereunder), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach including, but not limited to proceedings, to compel specific performance by the Party in default or breach of its obligations. The rights of the parties to this Agreement, whether provided by law or this Agreement, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it of any one or more of such remedies in relation to the same default or breach by the other party. No waiver made by either party with respect to any specific default by the other party under this Agreement shall be construed as a waiver of rights with respect to any other default by the defaulting party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.
- C. There shall be no cure period for Developer's failure to timely satisfy the obligations set forth in Section IV or to complete the Project Infrastructure in accordance with the Project Schedule. Delays in the timely performance of such obligations shall only be excused due to Uncontrollable Circumstances or proceedings as described in Section IX.C. If the cumulative delays in the performance of such obligations due to Uncontrollable Circumstances and/or events described in Section IX.C exceeds one hundred eighty (180) days, then Developer shall be in default under this Agreement and the Village shall have the right to exercise its rights and remedies pursuant to this Section XII. Notwithstanding the foregoing, a Successor Mortgage Party shall not be deemed to be in default under this Agreement for failure to perform one or more of such obligations so long as such Successor Mortgage Party is diligently pursuing completion of the Project Infrastructure.
- D. Notwithstanding anything contained herein to the contrary, all monetary damages resulting from a breach of this Agreement shall be limited to the non-defaulting party's actual out of pocket costs and expenses resulting from such breach along with all costs and expenses, including reasonable attorneys' fees, incurred by the non-defaulting party in enforcing this Agreement. In the event of any litigation between the parties hereto resulting from a breach of this Agreement, the prevailing parties in such litigation, as determined by final judgment, shall be

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entitled to an award of its attorneys' fees and costs incurred in such litigation.

## XIII. AGREEMENT TERM

The term of this Agreement shall commence as of the date of its execution after approval by the Corporate Authorities of the Village and, unless earlier terminated, expire upon the first to occur of: (A) the Village's reimbursement of Developer for previously incurred Redevelopment Project Costs up to the Funding Cap; (B) the date that is forty-eight (48) months after the Effective Date; (C) the termination of the North TIF District as required by the Act; or (D) a Successor Mortgage Party or other successor owner/developer takes title to the Developer Parcel, the Project and/or any portion thereof.

## XIV. CERTAIN ADDITIONAL COVENANTS

- A. The Village, the Developer and the Bank recognize that payments from the Developer to the Village other than payments made by the Developer or the Bank of taxes of general applicability may be deemed to be private payments under the Internal Revenue Code of 1986, as amended (the "Code") and that any such payments may cause interest on Bonds and other financial instruments to be includible in the gross income of the owners thereof for federal income tax purposes. Accordingly the Village, the Developer and the Bank covenant and agree that the Village will accept no payment from the Developer pursuant to any provision of the Original Redevelopment Agreement, as most recently amended, or of this Agreement without first obtaining the advice of Chapman and Cutler LLP, Chicago, Illinois ("Bond Counsel") (or, in the event that Bond Counsel is unable or unwilling to render such opinion, then from another law firm having a national reputation for expertise in matters relating to tax-exempt financing ("Other Bond Counsel")) that such payment will not impair the status of interest on any Bond or other financing instruments issued on a tax-exempt basis under the Code as excludable from the gross income of the owners thereof for federal income taxation purposes.
- B. The Village hereby expressly agrees and recognizes that security for the Bonds and the other financing instruments and payments of debt service on the Bonds and other financing instruments are limited to (A) taxes of general applicability and (B) the amounts on deposit in the funds and accounts created under the ordinances authorizing the issuance of Bonds and other financing instruments. Each of the Village, the Developer and the Bank recognizes that improper agreements with taxpayers may cause tax receipts to be classified as private payments under the Code.

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Accordingly the Village covenants not to enter into or enforce any agreements with any taxpayers, including, specifically, the Developer and the Bank, that would modify the obligations of such taxpayers under general law without an opinion of Bond Counsel (or, in the opinion Bond Counsel is unwilling or unable to render such opinion, then from Other Bond Counsel) that such agreement or enforcement will not adversely affect the tax-exempt status of interest on any Bonds or other financing instruments issued on a tax-exempt basis for federal income tax purposes. In the event that any Bonds are issued on a tax-exempt basis, no provision of the Original Redevelopment Agreement, as most recently amended, or of this Agreement or any other agreement, written or oral, will be enforced for the benefit of the holders of the Bonds or other financing instruments or in any way to increase revenues available to pay debt service on the Bonds or other financing instruments.

[SIGNATURE PAGES FOLLOW]

Property of Cook County  
COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_ Clerk's Office

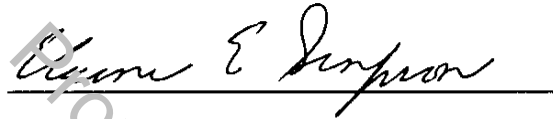


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VILLAGE OF WHEELING, a  
municipal corporation

  
Village President *Pro Tem*

Attest:

  
\_\_\_\_\_

Dated: SEPTEMBER 7, 2010

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 Agonis 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 said instrument, pursuant to authority given by said Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth, and that said Village Clerk as custodian of the corporate seal of said Village 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, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 7 day of September, 2010.





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WHEELING PRAIRIE LLC, a  
Delaware limited liability company

By: [Signature]

Its: Managing Member

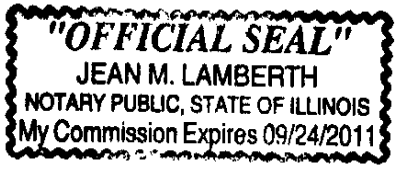
Dated: September 23, 2010

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 Steven Mark Smith, personally known to me to be the Manager of Wheeling Prairie LLC; and also known to me to be the same persons whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that as such Manager he signed and delivered the said instrument, pursuant to authority given by said Company, as their free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 23<sup>rd</sup> day of September, 2010.

[Signature]



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MB FINANCIAL BANK, N.A.

By: [Signature]

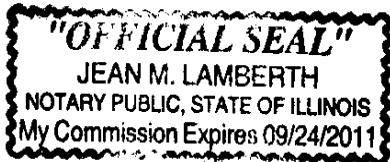
Its: Sr. Vice President

Dated: 9/23, 2010

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 Robert Hawigan, personally known to me to be the Sr. Vice President of M.B. Financial Bank, N.A. and also known to me to be the same persons whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that as such \_\_\_\_\_ he/she signed and delivered the said instrument, pursuant to authority given by said company, as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 23<sup>rd</sup> day of September, 2010.



[Signature]

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**EXHIBIT A**

**Legal Description of the Parcel**

Property of

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**

County Clerk's Office

**UNOFFICIAL COPY****EXHIBIT A****LEGAL DESCRIPTION PRAIRIE PARK****PARCEL 1:**

THE SOUTH 137.2 FEET OF THAT PART OF LOT 3 LYING WEST OF WOLF ROAD IN G. HECHINGER'S FARM IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

THE EAST 812.0 FEET OF LOT 2, AS MEASURED ON THE SOUTH LINE THEREOF, IN SUBDIVISION OF G. HECHINGER'S FARM, IN SECTIONS 1, 2 AND 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 3A:**

THAT PART LYING WESTERLY OF THE CENTER LINE OF WOLF ROAD OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A TRACT: THAT PART OF LOT 3 IN THE SUBDIVISION OF G. HECHINGER'S FARM IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK 17 OF PLATS, PAGE 13, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 15.18 CHAINS SOUTH OF NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SAID SECTION 2, RUNNING THENCE SOUTH ON THE HALF OF SECTION LINE 6.51 CHAINS THENCE EAST 17 CHAINS MORE OR LESS TO THE CENTER OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID MILWAUKEE AVENUE 6.90 CHAINS MORE OR LESS TO A POINT DUE OF PLACE OF BEGINNING; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT 14.05 CHAINS TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN MILWAUKEE AVENUE AND ALSO THE FOLLOWING DESCRIBED TRACTS: 1, BEGINNING AT A POINT WHICH IS 500 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF RUNNING; THENCE NORTH 125 FEET; THENCE EAST 50 FEET; THENCE SOUTH 25 FEET; THENCE WEST 50 FEET TO THE PLACE OF BEGINNING; 2 BEGINNING AT A POINT WHICH IS 355.65 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF, RUNNING THENCE NORTH 136.66 FEET; THENCE EAST 150 FEET, THENCE SOUTH 136.66 FEET AND THENCE WEST 150 FEET TO THE PLACE OF BEGINNING; 3, BEGINNING AT A POINT WHICH IS 580.65 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF RUNNING THENCE NORTH 136.66 FEET THENCE EAST 25 FEET; THENCE SOUTH 136.66 FEET AND THENCE WEST 25 FEET TO THE PLACE OF BEGINNING.

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**PARCEL 3B:**

LOT 4 AND PART OF LOT 3 LYING WESTERLY OF CENTER LINE OF WOLF ROAD IN OWNER'S SUBDIVISION OF PART OF LOTS 2 AND 3 IN SUBDIVISION OF ECHINGER'S FARMS, IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, PLAT OF WHICH OWNER'S SUBDIVISION WAS RECORDED JUNE 14, 1915 IN COOK 132 OF PLAS, PAGE 22, AS OWNER'S SUBDIVISION WAS RECORDED JUNE 14, 1915 IN BOOK 132 OF PALS, PAGES 22, AS DOCUMENT 5652753 IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

THAT PART OF LOT 5 LYING WEST OF THE CENTER OF WOLF ROAD OF THE OWENERS SUBDIVISION OF PARTS OF LOTS 2 AND 3 OF THE SUBDIVISION OF GEORGE HECHINGER'S FARM IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

<del>P.I.N 03-02-100-013-0000</del>	<del>01-02-100-015-0000</del>	<del>03-02-100-016-0000</del>
<del>03-02-100-029-0000</del>	<del>03-02-100-035-0000</del>	<del>03-02-200-005-0000</del>
<del>03-02-200-053-0000</del>	<del>03-02-200-068-0000</del>	

0302 100 051

031

036

057

062

061

Cook County Clerk's Office



# UNOFFICIAL COPY

## EXHIBIT B

### Legal Description of the Property

Property of  
**COOK COUNTY**  
**RECORDER OF DEEDS**  
 SCANNED BY \_\_\_\_\_

**COOK COUNTY**  
**RECORDER OF DEEDS**  
 SCANNED BY \_\_\_\_\_

Office

# UNOFFICIAL COPY

THAT PART OF LOT 1 IN PRAIRIE PARK AT WHEELING SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 30, 2004 AS DOCUMENT NO. 0427444039, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PRAIRIE PARK AT WHEELING SUBDIVISION; THENCE NORTH 88 DEGREES 50 MINUTES 43 SECONDS EAST ALONG THE NORTH LINE OF SAID PRAIRIE PARK AT WHEELING SUBDIVISION, 333.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 50 MINUTES 43 SECONDS EAST ALONG SAID NORTH LINE, 384.00 FEET; THENCE SOUTH 01 DEGREE 09 MINUTES 17 SECONDS EAST, 233.88 FEET TO THE SOUTH LINE OF A PRIVATE ROAD EASEMENT CREATED BY SAID PRAIRIE PARK AT WHEELING SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE, BEING A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 794.50 FEET AND AN ARC DISTANCE OF 30.20 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 30.20 FEET AND A BEARING OF SOUTH 80 DEGREES 17 MINUTES 50 SECONDS WEST; THENCE WESTERLY ALONG SAID SOUTH LINE, BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 805.50 FEET AND AN ARC DISTANCE OF 249.71 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 248.71 FEET AND A BEARING OF SOUTH 88 DEGREES 38 MINUTES 48 SECONDS WEST; THENCE WESTERLY ALONG SAID SOUTH LINE, BEING A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 778.32 FEET AND AN ARC DISTANCE OF 88.18 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 88.12 FEET AND A BEARING OF NORTH 83 DEGREES 52 MINUTES 57 SECONDS WEST; THENCE NORTH 01 DEGREE 09 MINUTES 17 SECONDS WEST, 227.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.01254 ACRES MORE OR LESS

0365 001  
062



# UNOFFICIAL COPY

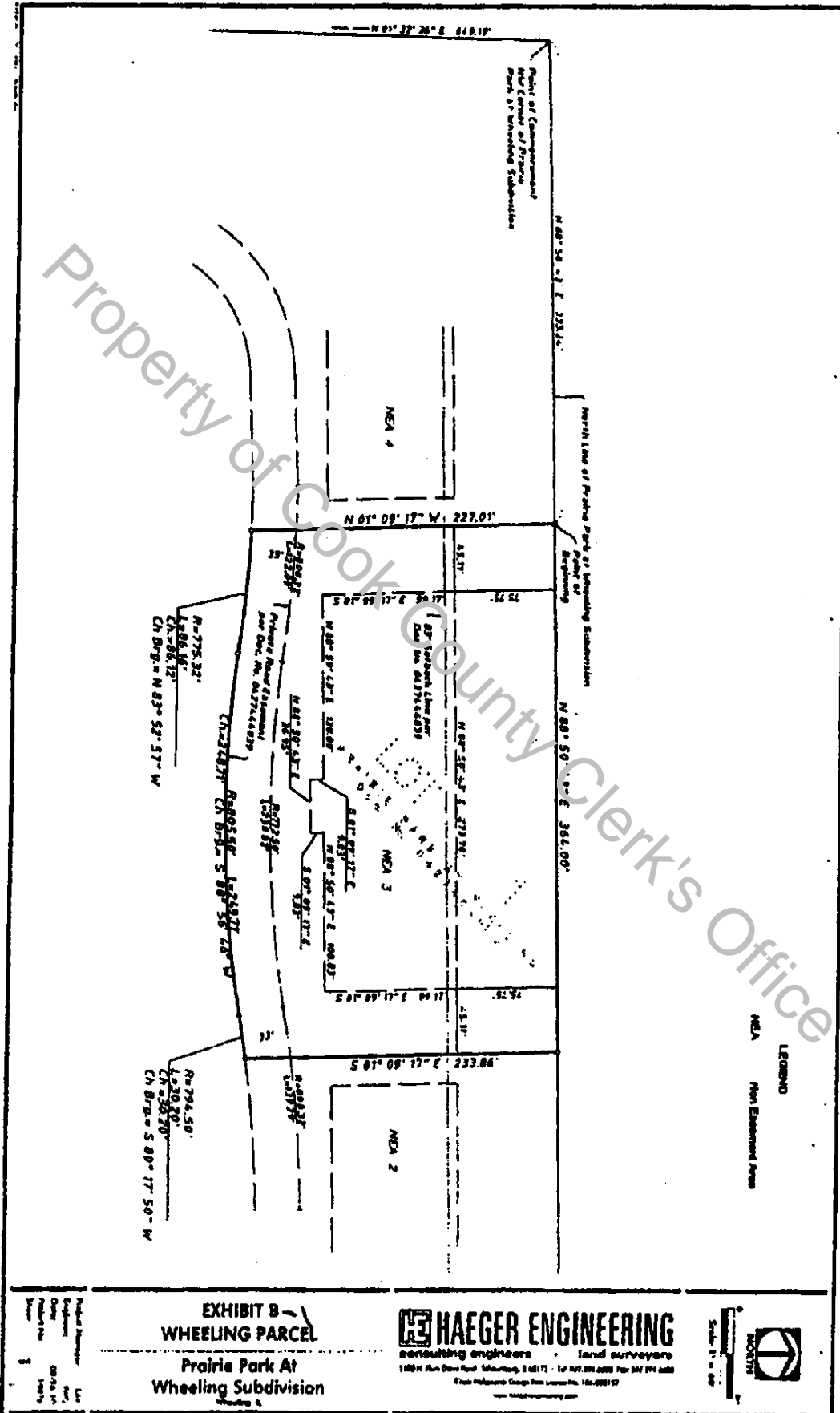
## EXHIBIT B-1

### Depiction of the Property

Property of \_\_\_\_\_  
 COOK COUNTY  
 RECORDER OF DEEDS  
 SCANNED BY \_\_\_\_\_

COOK COUNTY  
 RECORDER OF DEEDS  
 SCANNED BY \_\_\_\_\_ Office

# UNOFFICIAL COPY



# UNOFFICIAL COPY

## LIST OF EXHIBITS

- Exhibit 1 Further Expanded Redevelopment Project Area Legal Description
- Exhibit 2 Developer Parcel Legal Description
- Exhibit 3 Final PUD Plans
- Exhibit 4 Village Ordinance 3720
- Exhibit 5 Village Ordinance 3721
- Exhibit 6 Village Resolution 03-190
- Exhibit 7 [Intentionally Omitted]
- Exhibit 8 The Original and Amended Agreement
- Exhibit 9 Project Infrastructure Plans and Narrative
- Exhibit 10 Form of Option Agreement
- Exhibit 11 Default Permitting Exercise of Remedies
- Exhibit 12 Project Operating Budget

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**



# UNOFFICIAL COPY

## EXHIBIT 1

### FURTHER EXPANDED REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION

[ATTACHED]

Property of Cook County Clerk's Office

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**

# UNOFFICIAL COPY

## Expanded Redevelopment Project Area

### Village of Wheeling

### North (Milwaukee Avenue/Lake-Cook Road) TIF District

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 95761084; 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 Northwestery 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 vacatlon) 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

# UNOFFICIAL COPY

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; 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 28, 1988 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 3 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);

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**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 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 Wieland Subdivision or 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  $82^{\circ} 00' 20''$  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.

**Further Expansion Area  
Village of Wheeling  
North (Milwaukee Avenue/Lake-Cook Road) TIF District**

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

# UNOFFICIAL COPY

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 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 line 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;



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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.

Property of

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**

County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A-2

### Street Location Map

(see attached)

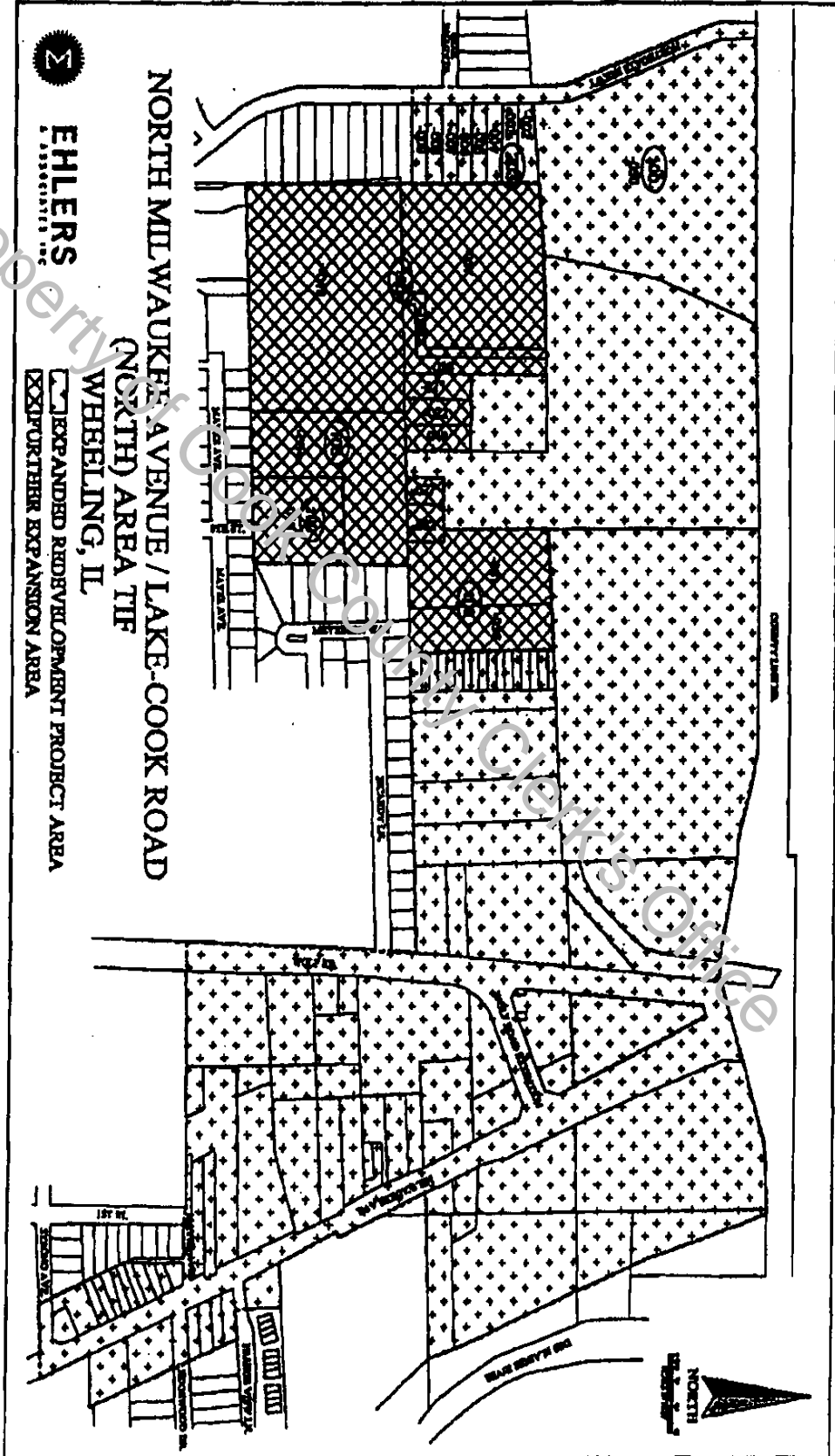
Property

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

Clerk's Office

# UNOFFICIAL COPY



# UNOFFICIAL COPY

## EXHIBIT 2

### DEVELOPER PARCEL DESCRIPTION

[ATTACHED]

Property COOK COUNTY  
RECORDS & CLERK'S OFFICE  
RECORDS OF DEEDS  
SCANNED BY \_\_\_\_\_

COOK COUNTY  
RECORDS & CLERK'S OFFICE  
RECORDS OF DEEDS  
SCANNED BY \_\_\_\_\_

Records Office

**UNOFFICIAL COPY****LEGAL DESCRIPTION PRAIRIE PARK****PARCEL 1:**

THE SOUTH 137.2 FEET OF THAT PART OF LOT 3 LYING WEST OF WOLF ROAD IN G. HECHINGER'S FARM IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

THE EAST 812.0 FEET OF LOT 2, AS MEASURED ON THE SOUTH LINE THEREOF, IN SUBDIVISION OF G. HECHINGER'S FARM, IN SECTIONS 1, 2 AND 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 3A:**

THAT PART LYING WESTERLY OF THE CENTER LINE OF WOLF ROAD OF THE FOLLOWING

DESCRIBED PROPERTY TAKEN AS A TRACT: THAT PART OF LOT 3 IN THE SUBDIVISION OF G. HECHINGER'S FARM IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK 17 OF PLATS, PAGE 13, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 15.18 CHAINS SOUTH OF NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SAID SECTION 2, RUNNING THENCE SOUTH ON THE HALF OF SECTION LINE 6.51 CHAINS THENCE EAST 17 CHAINS MORE OR LESS TO THE CENTER OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID MILWAUKEE AVENUE 6.90 CHAINS MORE OR LESS TO A POINT DUE OF PLACE OF BEGINNING; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT 14.05 CHAINS TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN MILWAUKEE AVENUE AND ALSO THE FOLLOWING DESCRIBED TRACTS: 1, BEGINNING AT A POINT WHICH IS 300 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF RUNNING; THENCE NORTH 125 FEET; THENCE EAST 50 FEET; THENCE SOUTH 125 FEET; THENCE WEST 50 FEET TO THE PLACE OF BEGINNING; 2 BEGINNING AT A POINT WHICH IS 355.65 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF, RUNNING THENCE NORTH 136.66 FEET; THENCE EAST 150 FEET, THENCE SOUTH 136.66 FEET AND THENCE WEST 150 FEET TO THE PLACE OF BEGINNING; 3. BEGINNING AT A POINT WHICH IS 580.65 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF RUNNING THENCE NORTH 136.66 FEET THENCE EAST 25 FEET; THENCE SOUTH 136.66 FEET AND THENCE WEST 25 FEET TO THE PLACE OF BEGINNING.



**UNOFFICIAL COPY****PARCEL 3B:**

LOT 4 AND PART OF LOT 3 LYING WESTERLY OF CENTER LINE OF WOLF ROAD IN OWNER'S SUBDIVISION OF PART OF LOTS 2 AND 3 IN SUBDIVISION OF ECHINGER'S FARMS, IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, PLAT OF WHICH OWNER'S SUBDIVISION WAS RECORDED JUNE 14, 1915 IN COOK 132 OF PLAS, PAGE 22, AS OWNER'S SUBDIVISION WAS RECORDED JUNE 14, 1915 IN BOOK 132 OF PALS, PAGES 22, AS DOCUMENT 5652753 IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

THAT PART OF LOT 3 LYING WEST OF THE CENTER OF WOLF ROAD OF THE OWENERS SUBDIVISION OF PARTS OF LOTS 2 AND 3 OF THE SUBDIVISION OF GEORGE HECHINGER'S FARM IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N 03-02-100-013-0000	03-02-100-015-0000	03-02-100-016-0000
03-02-100-029-0000	03-02-100-025-0000	03-02-200-005-0000
03-02-200-053-0000	03-02-200-068-0000	

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT 3

### FINAL PUD PLANS

**Includes: all Village approved plans referenced in Ordinance 3721 attached hereto as Exhibit 5; Final Permit Plans as defined in Section II.J of the Agreement; approved Project Infrastructure Plans; Prairie Park Residential Project Master Site Plan prepared by Norman J. Toberman Assoc. and dated 1/21/03**

Property of Cook County  
COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_  
County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT "3"

### **FINAL DEVELOPMENT PLANS FOR THE VILLAGE PROJECT APPROVED BY THE VILLAGE OF WHEELING**

**(a copy of which is being retained by the Developer and the Village of Wheeling)**

1. Project Manual dated August 27, 2003;
2. Key Plan for Phase 1-C., Southeast Building #1, dated February 27, 2004; and
3. Proposed Residential PUD Plans dated September 3, 2003

Property of Cook County  
COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_ Clerk's Office

# UNOFFICIAL COPY

EXHIBIT 4

STATE OF ILLINOIS }  
COUNTIES OF COOK AND LAKE }

I, **CHRISTINE BRADY**, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Wheeling, Cook and Lake Illinois.

I, DO FURTHER CERTIFY that I am the keeper of the records, journals, entries, resolutions, ordinances and documents of the said Village of Wheeling.

I DO FURTHER CERTIFY that the annexed and foregoing document

ORDINANCE NO. 3720

is a true and correct copy of the document presented to the President and Board of Trustees of the Village of Wheeling.

I DO FURTHER CERTIFY That the original document of which the foregoing is a true copy, is entrusted to my care for safekeeping and I am the keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal

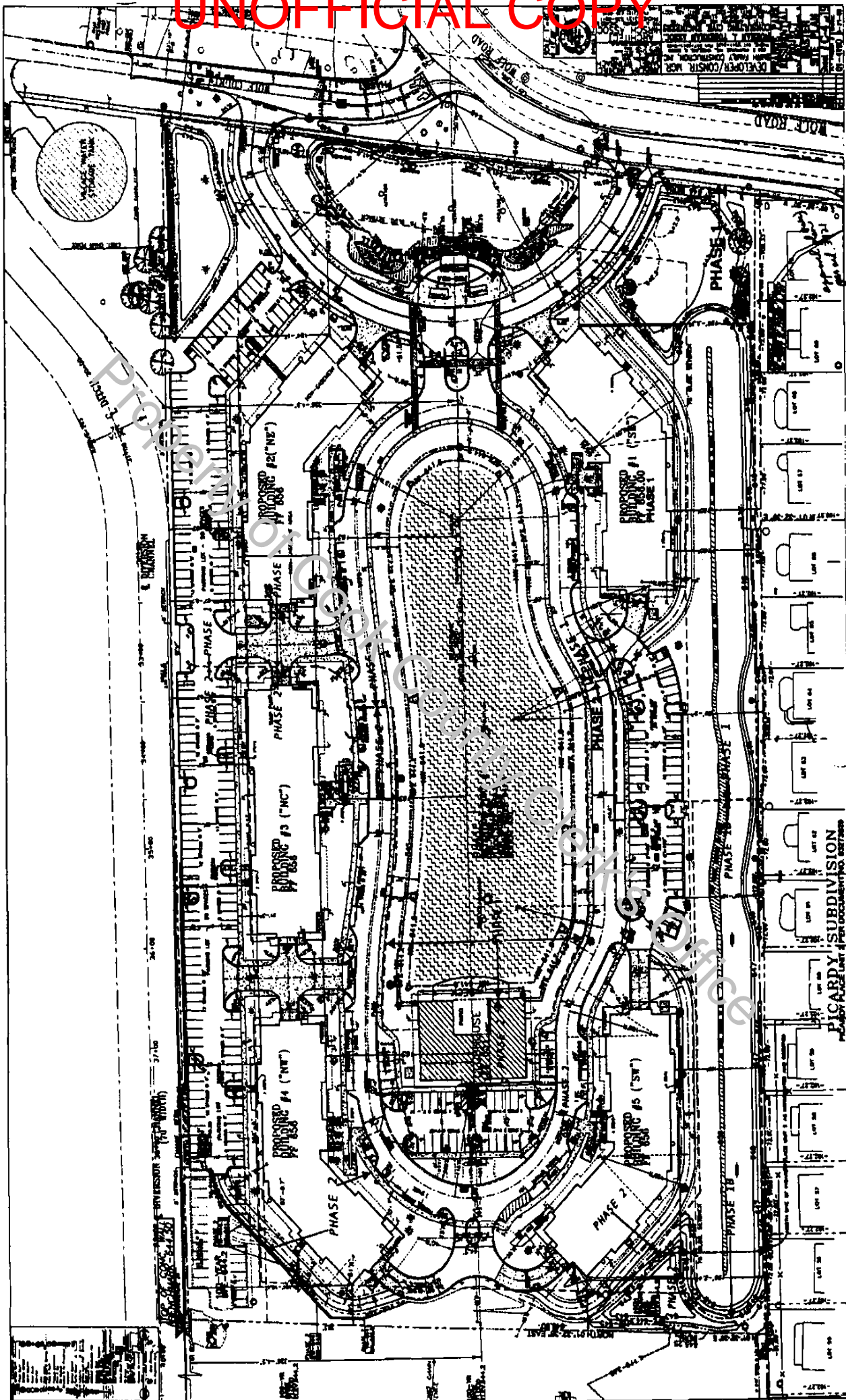
of the Village of Wheeling, this 3rd day of February, 2004.



*Christine Brady*

Deputy Village Clerk  
Village of Wheeling  
Cook and Lake Counties, IL.

UNOFFICIAL COPY



# UNOFFICIAL COPY

EXHIBIT 4

VILLAGE ORDINANCE 3720

[ATTACHED]

Property

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

County Clerk's Office

**UNOFFICIAL COPY**

Docket No. 2002-26A

ORDINANCE NO. 3720

**An Ordinance Granting Rezoning of Property  
from I-1 Restricted Industrial District,  
I-3 General Industrial District, and  
R-1 Single-Family Residential District to  
PD-4 Multi-Family Residential District  
Prairie Park at Wheeling Development  
(566 North Wolf Road)**

**WHEREAS**, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, to consider a request for rezoning from I-1 Restricted Industrial District, I-3 General Industrial District, and R-1 Single-Family Residential District to PD-4 Multi-Family Residential District on 17.8 acres located at 566 North Wolf Road, Wheeling, Illinois, hereinafter legally described below; and

**WHEREAS**, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending that petitioner's request be granted; and

**WHEREAS**, the President and Board of Trustees deem it to be in the best interests of the Village to grant the petitioner's request;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:**

**Section A**

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The proposed rezoning complies with the Comprehensive Plan, Official Map and all other plans and policies adopted by the Village.
- The physical or economic conditions pertaining to the subject area changed, making the existing zoning inappropriate.
- The proposed rezoning is desirable and needed in the Village.
- The proposed rezoning is compatible with and would not unduly depreciate the use and value of a surrounding property.
- The proposed rezoning contributes to a rational pattern of land uses which is beneficial to the Village.



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Docket No. 2002-26A

## Section B

The Zoning Ordinance and Official Map are hereby amended to revise the zoning classification from I-1 Restricted Industrial District, I-3 General Industrial District, and R-1 Single-Family Residential District to PD-4 Multi-Family Residential District on the property legally described below:

### PARCEL 1:

The South 137.2 feet of that part of Lot 3 lying West of Wolf Road in G. Hechinger's Farm in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. (PIN #03-02-200-005)

### PARCEL 2:

The East 812.0 feet of Lot 2, as measured on the South line thereof, in Subdivision of G. Hechinger's Farm in Sections 1, 2 and 3, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

(PIN #03-02-100-013)

(PIN #03-02-100-015)

(PIN #03-02-100-016)

(PIN #03-02-100-029)

(PIN #03-02-100-035)

### PARCEL 3:

That part lying Westerly of the center line of Wolf road of the following described property, taken as a tract: That part of Lot 3 in the Subdivision of G. Hechinger's Farm in the Northeast Quarter of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, as per plat thereof recorded in the Recorder's Office of Cook County, Illinois, in Book 17 of plats, page 13, described as follows: beginning at a point 16.12 chains South of the Northwest corner of said Northeast Quarter of said Section 2; Running Thence south on the Half Section line 6.51 chains; thence East 17 chains, more or less, to the center of Milwaukee Avenue; thence Northwesterly along the center line of said Milwaukee Avenue 6.90 chains, more or less, to a point due East of the place of beginning; thence West parallel with the South line of said tract 14.05 chains to the place of beginning, excepting therefrom that part thereof falling within Milwaukee Avenue and also the following described tracts: (1) Beginning at a point which is 300 feet East of the West line and 82.45 feet North of the South line thereof; Running Thence North 125 feet; thence east 50 feet; thence South 125 feet; thence West 50 feet to the place of beginning; (2) beginning at a point which is 355.65 feet East of the West line and 82.45 feet North of the South line thereof; running Thence North 136.66 feet; thence East 150 feet; thence South 136.66 feet and thence West 150 feet

**UNOFFICIAL COPY**

Docket No. 2002-26A

to the place of beginning; (3) beginning at a point which is 580.66 feet East of the West line and 82.45 feet North of the South line thereof; Running thence North 136.66 feet; thence East 25 feet; thence South 136.66 feet and thence West 25 feet to the place of beginning.  
(PIN #03-02-200-053)

ALSO

Lot 2 and part of Lot 3 lying westerly of the center line of Wolf Road in Owner's Subdivision of part of Lots 2 and 3 in Subdivision of Hechinger's Farm in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, plat of which Owner's Subdivision was recorded June 14, 1915 in Book 132 of plats, page 22, as document 5652753, in Cook County, Illinois. (PIN #03-02-200-053)

PARCEL 4:

That part of Lot 5 lying West of the center of Wolf Road of the Owner's Subdivision of parts of Lots 2 and 3 of the Subdivision of George Hechinger's Farm in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. (PIN #03-02-200-088)

PARCEL 5:

That parcel of the North Half of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian lying North of the Northline of Picardy Place Unit No. 2, a subdivision of that part of the Northwest and the Northeast Quarters of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, lying South of Lot 2 and Lot 3 in Subdivision of G. Hechinger's Farm in Sections 1, 2, and 3, Township 42 North, Range 11, East of the Third Principal Meridian, lying west of the west line of Wolf Road and lying East of the Westline of the East 812.0 feet, as measured on the South line thereof, of said Lot 2, in Cook County, Illinois.  
(GAP Parcel)

(The above described property is known as 566 North Wolf Road, Wheeling, Illinois.)

**Section C**

The Zoning Administrator is directed to amend the Zoning Map of the Village of Wheeling to reflect the zoning change effected by this Ordinance.

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Docket No. 2002-26A

**Section D**

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee P. Horcher moved, seconded by Trustee Heer,  
that Ordinance No. 3720 be passed.

PASSED this 14 day of April, 2003.

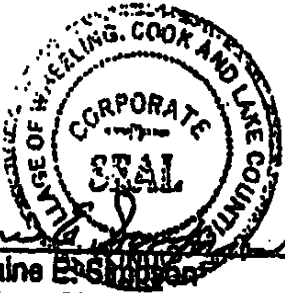
Trustee Abruscato <u>Aye</u>	Trustee M. Horcher <u>Aye</u>
Trustee Argiris <u>Aye</u>	Trustee P. Horcher <u>Aye</u>
Trustee Heer <u>Aye</u>	Trustee Lehmann <u>abstain</u>

APPROVED this 14 day of April, 2003.

*Greg Klatecki*

Greg Klatecki  
Village President

ATTEST:



*Elaine E. Shroeder*

Elaine E. Shroeder  
Village Clerk

APPROVED AS TO FORM ONLY:

*Jamett Fardola*

Jamett Fardola  
Village Attorney

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EXHIBIT 5

VILLAGE ORDINANCE 3721

[ATTACHED]

Property

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

County Clerk's Office

**UNOFFICIAL COPY**

Docket Nos. 2002-26B  
and PC 02-13

**ORDINANCE NO. 3721**

**An Ordinance Granting Planned Unit Development FINAL Plan,  
Special Use, Site Plan, and Appearance Approval for a  
Planned Unit Development under  
Title 19, Zoning, Chapter 19.29 and Section 19.27.060  
Prairie Park Condominium Development  
(Property currently known as 566 North Wolf Road)**

**WHEREAS, on August 26, 2002, the President and Board of Trustees passed Ordinance No. 3670 granting Planned Unit Development Concept Plan, special use and site plan approval under Title 19, Zoning, Chapter 19.29 Planned Unit Development, Section 19.29.080 Planned Unit Development Standards and Section 19.27.060 Special Uses in the PD-4 Multi-Family Residential District, in order to construct a multi-family condominium development on property currently known as 566 North Wolf Road, Wheeling, Illinois, hereinafter legally described below and zoned R-1, I-1 and I-3 pending rezoning to PD-4; and**

**WHEREAS, the Plan Commission of the Village of Wheeling has held a public hearing to consider Final Plan approval of the Planned Unit Development known as Prairie Park at Wheeling; and**

**WHEREAS, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees recommending Final Plan approval, subject to conditions; and**

**WHEREAS, the President and Board of Trustees find that the Development Final Plan has met the Standards for Planned Unit Development Approval, Section 19.29.080 and the Objectives of Planned Unit Development, Section 19.29.030; and**

**WHEREAS, the President and Board of Trustees deem it to be in the best interests of the Village to grant the petitioner's request, subject to conditions;**

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:**

**Section A**

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the special use as requested will not alter the essential character of the area in which it is to be located;

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Docket Nos. 2002-26B and PC 02-13

- That the location and size of the special use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is located and the development of the surrounding properties;
- That the special use requested will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted nor diminish or impair property values of surrounding properties;
- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and
- That the special use requested will conform to all applicable regulations and standards of the zoning district in which it is to be located.

## Section B

A Planned Unit Development Final Plan is hereby approved under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.29 Planned Unit Developments, in the PD-4 Multi-Family Residential District, for a development consisting of a residential element comprised of 306 dwelling units to be developed as set forth in conformance with Sheet C-4 Master Site Plan dated March 6, 2003 prepared by Hirsch Associates, LLC., attached hereto and made part of, on the property legally described below:

### PARCEL 1:

The South 137.2 feet of that part of Lot 3 lying West of Wolf Road in G. Hechinger's farm in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. (PIN #03-02-200-005)

### PARCEL 2:

The East 812.0 feet of Lot 2, as measured on the South line thereof, in Subdivision of G. Hechinger's Farm in Sections 1, 2 and 3, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

(PIN #03-02-100-013)  
 (PIN #03-02-100-015)  
 (PIN #03-02-100-016)  
 (PIN #03-02-100-029)  
 (PIN #03-02-100-035)



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Docket Nos. 2002-26B and PC 02-13

**PARCEL 3:**

That part lying Westerly of the center line of Wolf road of the following described property, taken as a tract: That part of Lot 3 in the Subdivision of G. Hechinger's Farm in the Northeast Quarter of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, as per plat thereof recorded in the Recorder's Office of Cook County, Illinois, in Book 17 of plats, page 13, described as follows: beginning at a point 15.18 chains South of the Northwest corner of said Northeast Quarter of said Section 2; Running Thence south on the Half Section line 6.51 chains; thence East 17 chains, more or less, to the center of Milwaukee Avenue; thence Northwesterly along the center line of said Milwaukee Avenue 6.90 chains, more or less, to a point due East of the place of beginning; thence West parallel with the South line of said tract 14.05 chains to the place of beginning, excepting therefrom that part thereof falling within Milwaukee Avenue and also the following described tracts: (1) Beginning at a point which is 300 feet East of the West line and 82.45 feet North of the South line thereof; Running Thence North 125 feet; thence east 50 feet; thence South 125 feet; thence West 50 feet to the place of beginning; (2) beginning at a point which is 353.65 feet East of the West line and 82.45 feet North of the South line thereof; running Thence North 136.66 feet; thence East 150 feet; thence South 36.66 feet and thence West 150 feet to the place of beginning; (3) beginning at a point which is 580.65 feet East of the West line and 82.45 feet North of the South line thereof; Running thence North 136.66 feet; thence East 25 feet; thence South 136.66 feet and thence West 25 feet to the place of beginning.  
(PIN #03-02-200-053)

**ALSO**

Lot 4 and part of Lot 3 lying westerly of the center line of Wolf Road in Owner's Subdivision of part of Lots 2 and 3 in Subdivision of Hechinger's Farms in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, plat of which Owner's Subdivision was recorded June 14, 1915 in Book 132 of plats, page 22, as document 5852753, in Cook County, Illinois. (PIN #03-02-200-053)

**PARCEL 4:**

That part of Lot 5 lying West of the center of Wolf Road of the Owner's Subdivision of parts of Lots 2 and 3 of the Subdivision of George Hechinger's Farm in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. (PIN #03-02-200-068)

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Docket Nos. 2002-26B and PC 02-13

**PARCEL 5:**

That parcel of the North Half of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian lying North of the Northline of Picardy Place Unit No. 2, a subdivision of that part of the Northwest and the Northeast Quarters of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, lying South of Lot 2 and Lot 3 in Subdivision of G. Hechinger's Farm in Sections 1, 2, and 3, Township 42 North, Range 11, East of the Third Principal Meridian, lying west of the west line of Wolf Road and lying East of the Westline of the East 812.0 feet, as measured on the South line thereof, of said Lot 2, in Cook County, Illinois.

(GAP Parcel)

(The above described property is currently known as 566 North Wolf Road, Wheeling, Illinois, zoned PD-4.)

**Section C**

A Special Use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Section 19.27.060 Special Uses in the PD-4 Multi-Family Residential District, for a Planned Unit Development consisting of a condominium residential development of 306 units, subject to conditions, in accordance with the Planned Unit Development Final Plan approved in Section B above for "The Property".

**Section D**

Site Plan Approval is hereby granted under Title 19, Zoning, Section 19.27.100 and Section 19.29.060(b) of the Wheeling Municipal Code, for the Planned Unit Development that shall be developed substantially in conformance with Sheet C-4 Master Site Plan dated March 6, 2003 prepared by Hirsch Associates, LLC. and Site Data dated February 6, 2003 by Hirsch Associates, LLC. attached hereto and made part of, for "The Property".

**Section E**

Appearance Approval is hereby granted under Title 19, Zoning, Section 19.29.060 (b) (3) and (4) General Architectural Style of Buildings and Site Planning for the mixed use development on "The Property" in conformance with the following plans:

- The architectural design of the buildings shall be developed substantially in conformance with the elevations identified as:
  - Front Elevation-Building-SE dated March 7, 2003
  - Rear Elevation- Building-SE dated March 7, 2003
  - Side Elevations-Building-SE dated March 7, 2003
  - Front Elevation-Building-NE dated March 7, 2003
  - Rear Elevation- Building-NE dated March 7, 2003

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Docket Nos. 2002-26B and PC 02-13

- Side Elevations-Building-NE dated March 7, 2003
  - Elevations-Pool House (West and South) dated February 6, 2003
  - Elevations-Pool House (East and North) dated February 6, 2003
- Prepared by Hirsch Associates, LLC. and Daniel Weinbach & Partners, LTD., attached hereto and made part of, for Prairie Park at Wheeling;

- Landscaping shall be installed substantially in conformance with the Overall Landscape Plan dated March 6, 2003 and Overall Landscape Plan Palette dated March 6, 2003, prepared by Hirsch Associates, LLC. and Daniel Weinbach & Partners, LTD., herein attached and made part of, for Prairie Park at Wheeling;
- Fountain Pavilion shall be installed substantially in conformance with the Elevation, Section, and Plan dated 3-7-03 prepared by Hirsch Associates, LLC., and Daniel Weinbach & Partners, LTD., herein attached and made part of, for Prairie Park at Wheeling;
- Lighting shall be installed substantially in conformance with the plan dated February 14, 2003 "RUU Lighting" and "The Prairie Line" light fixture brochure dated RECEIVED March 6, 2003 specifying the Prairie fixture, the 700-LB posts, and the square poles for Prairie Park at Wheeling.

## Section F

The Planned Unit Development Final Plan, Special Use, Site Plan and Appearance approval granted in Sections B, C, D and E of this ordinance are conditioned upon the following:

1. That the property is to be developed essentially in accordance with exhibits, herein attached and made part of, identified as follows:
  - Development Concept Plan Data dated February 6, 2003
  - C-2 Notes dated 3-6-03
  - C-3 Demo-Existing Topo Plan dated 3-6-03
  - C-4 Master Site Plan dated 3-6-03
  - C-5 Master site paving/sign dated 3-6-03
  - C-6 Master Utility Plan dated 3-6-03
  - C-7 Master grading plan dated 3-6-03
  - C-8A Phase 1 Erosion Plan dated 3-6-03
  - C-9 Sheet Profile
  - C-10 Surface detail dated 3-6-03
  - C-11 Underground detail dated 3-6-03
  - C-12 I.D.O.T Stand. Details dated 1-21-03
  - C-13 Sections dated 10-16-02
  - C-13 Cross sections dated 10-16-02

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Docket Nos. 2002-26B and PC 02-13

2. That with approval of the CLOMAR, the ring road and club house would be the first to be constructed in phase two.
3. That there would be a bond for impervious surfaces, that is, the building pads, driveways and parking lots of phase two, as well as the clubhouse.
4. That utilities are to be buried.
5. That the number of rental units be limited.

### Section G

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee P. Horcher moved, seconded by Trustee Argiris, that Ordinance No. 3751 be passed.

PASSED this 14 day of April, 2003.

Trustee Abruscato <u>aye</u>	Trustee M. Horcher <u>aye</u>
Trustee Argiris <u>aye</u>	Trustee P. Horcher <u>aye</u>
Trustee Heer <u>aye</u>	Trustee Lehmann <u>abstain</u>

APPROVED this 14 day of April, 2003.



[Signature]  
 Greg Kozick  
 Village President

ATTEST:

[Signature]  
 Elaine E. Simpson  
 Village Clerk

APPROVED AS TO FORM ONLY:

[Signature]  
 Village Attorney

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EXHIBIT 6

VILLAGE RESOLUTION 03-190

[ATTACHED]

Property of

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

County

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

Office

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**Docket No. PC 03-5  
Final Plat Approval**

**RESOLUTION NO. 03-190**

**A Resolution Approving the Final Plat  
of Prairie Park at Wheeling Subdivision  
(Property Currently Known as 586 North Wolf Road)**

**WHEREAS, Mark Smith, representing Prairie Park at Wheeling, LLC, an Illinois Limited Liability Company, Owner, has submitted the Final Plat of Prairie Park at Wheeling Subdivision consisting of approximately 17.8 acres, and prepared by Samborski, Mattis, Inc., Professional Land Surveying Firm No. 048-000128, dated January 14, 2003, (latest revision August 8, 2003) prepared by Michael J. Mattis, Illinois Professional Land Surveyor, Certificate No. 2014, for the property legally described below:**

**PARCEL 1:  
THE SOUTH 137.2 FEET OF THAT PART OF LOT 3 LYING WEST OF  
WOLF ROAD IN G. HECHINGER'S FARM IN SECTION 2, TOWNSHIP  
42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN  
IN COOK COUNTY, ILLINOIS. (PIN #03-02-200-005)**

**PARCEL 2:  
THE EAST 812.0 FEET OF LOT 2, AS MEASURED ON THE SOUTH  
LINE THEREOF, IN SUBDIVISION OF G. HECHINGER'S FARM IN  
SECTIONS 1, 2 AND 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**(PIN #03-02-100-013)**

**(PIN #03-02-100-015)**

**(PIN #03-02-100-016)**

**(PIN #03-02-100-029)**

**(PIN #03-02-100-035)**



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**Docket No. PC 03-5  
Final Plat Approval**

**PARCEL 3:**

THAT PART LYING WESTERLY OF THE CENTER LINE OF WOLF ROAD OF THE FOLLOWING DESCRIBED PROPERTY, TAKEN AS A TRACT: THAT PART OF LOT 3 IN THE SUBDIVISION OF G. HECHINGER'S FARM IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK 17 OF PLATS, PAGE 13, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 15.19 CHAINS SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 2; RUNNING THENCE SOUTH ON THE HALF SECTION LINE 6.51 CHAINS; THENCE EAST 17 CHAINS, MORE OR LESS, TO THE CENTER OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID MILWAUKEE AVENUE 8.90 CHAINS, MORE OR LESS, TO A POINT DUE EAST OF THE PLACE OF BEGINNING; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT 14.05 CHAINS TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN MILWAUKEE AVENUE AND ALSO THE FOLLOWING DESCRIBED TRACTS: (1) BEGINNING AT A POINT WHICH IS 300 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF; RUNNING THENCE NORTH 125 FEET; THENCE EAST 50 FEET; THENCE SOUTH 125 FEET; THENCE WEST 50 FEET TO THE PLACE OF BEGINNING; (2) BEGINNING AT A POINT WHICH IS 355.65 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF; RUNNING THENCE NORTH 136.66 FEET; THENCE EAST 130 FEET; THENCE SOUTH 136.66 FEET AND THENCE WEST 160 FEET TO THE PLACE OF BEGINNING; (3) BEGINNING AT A POINT WHICH IS 520.05 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF; RUNNING THENCE NORTH 136.66 FEET, THENCE EAST 25 FEET; THENCE SOUTH 136.66 FEET AND THENCE WEST 25 FEET TO THE PLACE OF BEGINNING.  
(PIN #03-02-200-053)

**ALSO**

LOT 4 AND PART OF LOT 3 LYING WESTERLY OF THE CENTER LINE OF WOLF ROAD IN OWNER'S SUBDIVISION OF PART OF LOTS 2 AND 3 IN SUBDIVISION OF HECHINGER'S FARMS IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, PLAT OF WHICH OWNER'S SUBDIVISION WAS RECORDED JUNE 14, 1915 IN BOOK 132 OF PLATS, PAGE 22, AS DOCUMENT 5652753, IN COOK COUNTY, ILLINOIS. (PIN #03-02-200-053)

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**Docket No. PC 03-5  
Final Plat Approval**

**PARCEL 4:**

THAT PART OF LOT 5 LYING WEST OF THE CENTER OF WOLF ROAD OF THE OWNER'S SUBDIVISION OF PARTS OF LOTS 2 AND 3 OF THE SUBDIVISION OF GEORGE HECHINGER'S FARM IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (PIN #03-02-200-068)

**PARCEL 3:**

THAT PARCEL OF THE NORTH HALF OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTHLINE OF PICARDY PLACE UNIT NO. 2, A SUBDIVISION OF THAT PART OF THE NORTHWEST AND THE NORTHEAST QUARTERS OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF LOT 2 AND LOT 3 IN SUBDIVISION OF G. HECHINGER'S FARM IN SECTIONS 1, 2, AND 3 TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF WOLF ROAD AND LYING EAST OF THE WESTLINE OF THE EAST 812.0 FEET, AS MEASURED ON THE SOUTH LINE THEREOF, OF SAID LOT 2, IN COOK COUNTY, ILLINOIS.  
(GAP PARCEL)

(The above described property is currently known as 568 North Wolf Road, Wheeling, Illinois, currently zoned PD-4.)

WHEREAS, the Plan Commission of the Village of Wheeling has reviewed the Final Plat of Prairie Park at Wheeling Subdivision and found the plat to be in conformance with the requirements of Title 17, Planning Subdivisions and Developments, and has recommended approval to the President and Board of Trustees, subject to condition;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that approval is hereby granted for the Final Plat of Prairie Park at Wheeling Subdivision prepared by Samborski, Mattis, Inc., Professional Land Surveying Firm No. 048-000128, dated January 14, 2003, (latest revision August 8, 2003) prepared by Michael J. Mattis, Illinois Professional Land Surveyor, Certificate No. 2014, herein attached and made part of, subject to the following conditions:

# UNOFFICIAL COPY

Docket No. PC 03-5  
Final Plat Approval

1. That payment is made of all applicable fees, charges and contributions as required.
2. That the Declaration of Covenants, Conditions and Restrictions for Prairie Park at Wheeling Subdivision meet with the approval of the Village Attorney and Village Engineer and be recorded.
3. That proper surety be posted with the Village of Wheeling prior to recording of the Final Plat.

BE IT FURTHER RESOLVED, that the Village President is directed to sign the final plat of Prairie Park at Wheeling and the Clerk is directed to affix her signature and seal of the Village thereon.

Trustee Argiris moved, seconded by Trustee Abruscato that Resolution No. 03-190 be adopted.

Trustee Abruscato Aye Trustee M. Horcher Aye

Trustee Argiris Aye Trustee P. Horcher Aye

Trustee Heer Aye Trustee Lehmann Abstain

ADOPTED this 27 day of October, 2003, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Greg Klatecki  
Greg Klatecki  
Village President

ATTEST:

Elaine E. Simpson  
Elaine E. Simpson  
Village Clerk



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EXHIBIT 7

[INTENTIONALLY OMITTED]

Property of  
COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT 8

### THE ORIGINAL AND AMENDED AGREEMENT

[ATTACHED]

Property

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

Cook County



Office

# UNOFFICIAL COPY

ORDINANCE NO. 3849

**AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT  
FOR THE PRAIRIE PARK DEVELOPMENT COMPRISING A PART OF THE  
NORTH TIF DISTRICT OF THE VILLAGE OF WHEELING, COOK AND LAKE  
COUNTIES, ILLINOIS**

BE IT ORDAINED, by the President and Board of Trustees of the Village of Wheeling Cook and Lake Counties, Illinois, as follows:

**SECTION 1:** The President and Board of Trustees of the Village find as follows:

- A. The Village of Wheeling (hereinafter referred to as the "VILLAGE") is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the "TIF ACT").
- C. Pursuant to its powers and in accordance with the TIF ACT, on February 10, 2003, the corporate authorities of the VILLAGE adopted Ordinance Numbers 3708, 3709 and 3710, in accordance with the TIF ACT, approving a tax increment redevelopment plan and project, designating a tax increment redevelopment project area and adopting tax increment financing relative to the VILLAGE'S NORTH TIF DISTRICT (hereinafter referred to as the "NORTH TIF DISTRICT") for redevelopment and revitalization of a portion of the corporate limits of the VILLAGE, which property is legally described on EXHIBIT A attached hereto and made part hereof (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA").
- D. Wheeling Prairie LLC (hereinafter collectively referred to as the "DEVELOPER") desire to redevelop a portion of the REDEVELOPMENT PROJECT AREA, described on EXHIBIT B attached hereto and made part hereof, (hereinafter referred to as the "SUBJECT PROPERTY") on which the DEVELOPER intends to construct a multi building condominium development (hereinafter referred to as the "DEVELOPMENT").
- E. That attached hereto as EXHIBIT C and made part hereof is a Redevelopment Agreement, between the DEVELOPER and the VILLAGE, which sets forth the terms and conditions pursuant to which the DEVELOPER will proceed with the



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DEVELOPMENT (hereinafter referred to as the "REDEVELOPMENT AGREEMENT").

F. In accordance with the TIF ACT it is in the best interest of the VILLAGE to approve the REDEVELOPMENT AGREEMENT, pursuant to the TIF ACT.

**SECTION 2:** Based upon the foregoing, and pursuant to the TIF ACT, the REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT C is hereby approved, and the President and Clerk of the VILLAGE are authorized and directed to execute and deliver such other instruments, including said REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT C.

**SECTION 3:** That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this 22 day of March, 2004, pursuant to a roll call vote as follows:

President Greg Kiatecki	<u>Aye</u>		
Trustee Judy Abruscato	<u>Aye</u>	Trustee Trevor Lehmann	<u>Abstain</u>
Trustee Robert Heer	<u>Aye</u>	Trustee Michael Horcher	<u>Aye</u>
Trustee Patrick Horcher	<u>Aye</u>	Trustee Dean Arjris	<u>Aye</u>

APPROVED this 22 day of March, 2004

ATTEST:  
Elaine Simpson  
Elaine Simpson, Village Clerk



Greg Kiatecki  
Greg Kiatecki, Village President Pro Te

Approved as to form only:

James Fardo  
Village Attorney

Published by me in pamphlet form this 24 day of March, 2004.

Elaine Simpson  
Village Clerk

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## REDEVELOPMENT AGREEMENT FOR THE PRAIRIE PARK DEVELOPMENT COMPRISING A PART OF THE NORTH TIF DISTRICT OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS

THIS AGREEMENT is between the Village of Wheeling, Cook and Lake Counties, Illinois, a municipal corporation (hereinafter referred to as the "Village"), and Wheeling Prairie LLC, an Illinois Limited Liability Company (hereinafter referred to as "Developer"), and is dated this 2nd day of April, 2004.

### WITNESSETH:

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

#### I. PRELIMINARY STATEMENTS

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

- A. The Village is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the "Act").
- C. Pursuant to its home rule powers and in accordance with of the Act, on February 10, 2003 the corporate authorities of the Village adopted an "Ordinance Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the North Milwaukee /Lake Cook TIF Redevelopment Project Area" (Ordinance No.3708), which sets forth a plan (hereinafter referred to as the "TIF Plan") for the redevelopment and revitalization of the property legally described on EXHIBIT "1" attached hereto and made part hereof, being located within the corporate boundaries of the Village, (hereinafter referred to as the "Redevelopment Project Area").
- D. Pursuant to its home rule powers and in accordance with the Act, on February 10, 2003, the corporate authorities of the Village adopted an "Ordinance Designating the North Business District of said Village a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act", (Ordinance No. 3709) by which the property legally described on EXHIBIT "1" was designated as the Redevelopment Project Area.
- E. Pursuant to its home rule powers and in accordance with the Act, on February 10, 2003, the corporate authorities of the Village adopted "An Ordinance Adopting Tax Increment Allocation Financing of the North Business District," (Ordinance No. 3710) (hereinafter referred to as the "North TIF District") by which tax increment financing was adopted pursuant to the Act for the TIF Plan for the Redevelopment Project Area.

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- F. The Developer is the fee owner of certain real property located within the Redevelopment Project Area, said property being legally described as EXHIBIT "2" attached hereto and made a part hereof (hereinafter referred to as the "Developer Parcel").
- G. The Developer desires to develop the Developer Parcel with a multi-building condominium development, with a total of three hundred six (306) dwelling units in five (5) buildings, as more fully shown on the plans attached hereto as EXHIBIT "3" and made a part hereof (hereinafter referred to as the "Project").
- H. In regard to the Project, the Developer sought and received approval for a condominium planned unit development on April 14, 2003, pursuant to Ordinance 3720, entitled, "An Ordinance Granting Rezoning from 1-1,1-3 and R-1 to PD-4"; Ordinance 3721, entitled, "An Ordinance Granting Planned Unit Development Final Plan, Special Use Site Plan and Appearance Approval for a Planned Unit Development"; and Resolution 03-190, entitled, "A Resolution Approving the Final Plat of Prairie Park at Wheeling Subdivision", copies of which are attached hereto and made part hereof as EXHIBITS "4", "5" and "6", respectively.
- I. While the Developer has received a loan from MB Financial (hereinafter referred to as the "Bank") relative to the purchase of the Developer Parcel, and has received a conditional written loan commitment from the Bank for the partial funding of the construction of the Project, the Developer has advised the Village that without additional financial assistance from the Village, the Developer will be unable to secure the financing from the Bank for the Project or move forward with the Project.
- J. The Village is desirous of having the Redevelopment Project Area rehabilitated, developed and redeveloped in accordance with the TIF Plan, and particularly the Project as a part thereof, in order to serve the needs of the Village, arrest physical decay and decline in the 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 facilitate, assist and control such development.

## II. CONDITIONS PRECEDENT TO THE UNDERTAKINGS ON THE PART OF DEVELOPER AND THE VILLAGE

- A. Within one hundred eighty (180) days after the date of this Agreement, Developer shall obtain approval of the final development plans for the Project in accordance with the rules, regulations and ordinances of the Village, it being understood that the Village in its capacity as a municipal corporation has discretion to approve the final development plans for the Project.
- B. Developer shall have delivered to the Village an itemized list of any and all estimated costs to complete the Project (hereinafter referred to as the "Project Budget"), in accordance with the final development plans approved by the Village, certified to the Village.

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- C. Developer shall have provided evidence, in a form reasonably satisfactory to the Village, of its ability to pay for the costs of the Project, as itemized in the Project Budget, with said evidence to set forth the source of funding for all itemized costs in the Project Budget
- D. Developer shall have delivered to the Village a construction schedule for the Project, subject only to delays caused by acts of God or "force majeure," the latter term being defined as causes which are outside the reasonable control of the parties and cannot be avoided by exercise of due care or delays caused by acts of the Village or any of its agents. The construction schedule should include the Developer's best estimate of the projected date of actual occupancy and date of opening for the Project.

E. The Village and Developer shall each use reasonable efforts to timely satisfy the above conditions, but if such conditions are not so satisfied or waived by the Village and Developer, then the Village or Developer may terminate this Agreement by giving written notice thereof to the other party subject to the right to cure as set forth in Section IX. In the event of such termination, this Agreement shall be deemed null and void and of no force or effect and the Village and Developer shall not have any obligations or liability with respect thereto except for any payments that are due and owing to Developer, for closing on dwelling units prior to the termination of this Agreement, from the Village, and that have not yet been received by Developer.

### III. UNDERTAKINGS ON THE PART OF THE VILLAGE

Upon complete satisfaction of all conditions itemized in Section II above, the Village shall undertake the following:

- A. The Village will assist Developer in securing and obtaining, in an expeditious manner, all governmental approvals, consents, permits, licenses and authorizations reasonably necessary or required for the Project. Developer, however, shall remain primarily responsible for securing all of its necessary approvals, consents, permits, licenses and authorizations.
- B. The Village shall issue, where appropriate, and will reasonably assist Developer to obtain, such building permits, driveway permits, curb cut permits, licenses and other permits as Developer may require to cause the construction of the Project, provided the Project complies with the applicable ordinances of the Village and other governmental bodies having jurisdiction.
- C. The Village will assist Developer in obtaining all necessary driveway permits and curb cut approvals as may be required from any and all public agencies other than the Village for the Project. Developer, however, shall be primarily responsible for obtaining said permits and curb cut approvals.
- D. Provided the Developer submits written documentation to the Village to support costs incurred by the Developer, relative to the Project, which qualify as "Redevelopment Project Costs" as defined by Section 5/1 I-74.4-3(q) of the Act, the Village shall reimburse the Developer for said "Redevelopment Project Costs", as defined by Section 5/1 I-74.4-3(q) of the Act, which are eligible for reimbursement under the Act including, but not necessarily limited to, the following: Developer's real property assembly costs,

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demolition costs, site preparation costs, costs relative to addressing and remediating environmental concerns, utility relocation costs, the cost of constructing public improvements, costs associated with the clearing and grading of the Developer Parcel and interest costs and financing costs associated with the Project in the total amount of Three Million and no/100 dollars (\$3,000,000.00), paid as follows:

1. The first One Million Seven Hundred Thousand and no/100 dollars (\$1,700,000.00) shall be paid to Developer, or as directed by Developer, on a per dwelling unit basis, upon the issuance of an occupancy permit and the closing relative to each of the forty-eight (48) dwelling units in the first (1<sup>st</sup>) building to be constructed as part of the Project [Thirty-five thousand four hundred sixteen and 66/100 dollars (\$35,416.66) per dwelling unit for each of the first forty-seven (47) dwelling units and thirty-five thousand four hundred sixteen and 98/100 dollars (\$35,416.98) for the forty-eighth (48<sup>th</sup>) dwelling unit] The Village will make such payments to the Developer, or as directed by the Developer, within seven (7) days of receipt of written documentation evidencing the closing for each dwelling unit.
2. The remaining One Million Three Hundred thousand and no/100 dollars (\$1,300,000.00) shall be paid to Developer, or as directed by Developer, on a per dwelling unit basis, upon the issuance of an occupancy permit and the closing relative to each of the remaining two hundred fifty-eight (258) dwelling units in the second (2<sup>nd</sup>) through fifth (5<sup>th</sup>) buildings to be constructed as part of the Project. [Five Thousand Thirty Eight and 76/100 dollars (\$5038.76) per dwelling unit for each of the 258 dwelling units.] The Village will make such payments to the Developer, or as directed by the Developer, within seven (7) days of receipt of written documentation evidencing the closing for each dwelling unit.
3. Notwithstanding the foregoing, no "per dwelling unit" payments, as provided for by this subsection D, shall be paid to Developer until such time as all public improvements, storm water detention, roadway improvements and landscaping improvements, relative to the building in which such dwelling units are located, have been completed by the Developer.

#### IV. UNDERTAKINGS ON THE PART OF DEVELOPER

Upon complete satisfaction of all conditions itemized in Section II above, Developer shall undertake the following:

- A. All environmental remediation work necessary for construction of the Project.
- B. Within two hundred fifty (250) days of Developer's acquisition of all permits required for the development of such Project, Developer shall commence construction of the Project and shall cause construction of the same to be completed in substantial compliance with the final development plans as soon as possible, but in no event later than sixty (60) months after the issuance of the certificate of occupancy for the first (1<sup>st</sup>) dwelling unit in the first (1<sup>st</sup>) building, subject only to delays caused by acts of God or force majeure. If Developer fails to do so, the Village's obligation to pay any amounts remaining to be paid to Developer by the Village, pursuant to Section III D. above, shall be null and void.



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- C. Developer shall be responsible for the payment of any fees or charges imposed upon the Developer and/or the Village by the Metropolitan Water Reclamation District of Greater Chicago (MWRD) as a result of any Ordinance adopted by the MWRD and applicable to the Project.
- D. The Declarations of Covenants for Condominium for each building in the Project shall provide, in a manner satisfactory to the Village, that no more than twenty percent (20 %) of the total dwelling units in each of the five (5) buildings which comprise the Project may be non-owner occupied rental units (i.e. if the first building has forty eight (48) dwelling units, no more than nine (9) units in the first building may be non-owner occupied rental units at any given time.)

## V. MUTUAL ASSISTANCE PROVISION

- A. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement.
- B. Provided the Developer is in compliance with this Agreement, the Village agrees that it will not revoke or amend the TIF Plan, the ordinance adopted by the Village relating to the TIF Redevelopment Plan or this Agreement if such revocation or amendment would prevent the development of the Project by the Developer in accordance with this Agreement.

## VI. ADDITIONAL COVENANTS, UNDERTAKINGS AND AGREEMENTS OF THE PARTIES

- A. This Agreement incorporates all agreements and understandings of the parties hereto as of the date of its execution, concerning the Project. Each party acknowledges that 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, Developer nor any of their respective successors and assigns, as the case may be, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by acts of god, acts of public enemy, acts of Federal or State government, fires, floods, epidemics, quarantine or restriction, strike, shortage of materials, embargoes, and delays due to weather conditions or delays of construction contractors and subcontractors due to such causes; nor shall the Village or Developer 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, or caused by litigation or proceedings challenging the authority or right of the Village to act under the TIF Plan, any of the ordinances referenced herein, or perform under this Agreement. The Village shall diligently contest any such proceedings and any appeals there from. 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 on Developer or increase Developer's obligations under this Agreement. It is the purpose and intent of

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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. Developer recognizes and agrees that the Village has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of the final development plan, excavation permits, grading permits, building permits and occupancy permits, and failure on the part of the Village to grant or issue any required permit shall not be deemed as the cause of a default by Developer under this Agreement or give rise to any claim against or liability to the Village pursuant to this Agreement. The Village agrees, however, that such approvals and permits shall not be unreasonably withheld and the Village shall comply with all applicable local, state and federal regulations regarding such approvals.
- E. The Village agrees to permit Developer to construct, install and maintain signs on the Developer Parcel in accordance with the signage plans, which shall be submitted as part of the final development plans for the Project to be approved by the Village, which approval shall not be unreasonably withheld. All signage shall, however, be in compliance with the applicable provisions of the Village Code,
- F. The Project shall be completed substantially in accordance with the final approved development plans and in accordance with all applicable ordinances, rules and regulations of the Village in existence as of the date of such approval.
- G. 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 Developer:

Wheeling Prairie LLC  
S. Mark Smith  
968 Milwaukee Avenue  
Wheeling, IL 60090

with copy to:

Michael Durlacher  
Durlacher and Associates  
2 N. LaSalle Street  
Suite 1776  
Chicago, Illinois 60602

If to the Village:

F. Wallace Douthwaite  
Village Manager  
Village of Wheeling  
255 W. Dundee Road  
Wheeling, Illinois 60090

with copy to:

James V. Fero  
Klein, Thorpe & Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606



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- H. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- I. Developer shall not assign this Agreement to any person or entity without the prior written consent of the Village, which consent shall be at the Village's sole discretion provided, however, at the time of such assignment, there is no default under this Agreement by Developer. Notwithstanding the foregoing, in the event that, as a result of a default in the repayment of the financing for the Project provided by the Bank, the Bank acquires title to the Developer Parcel and/or takes over control of the Project, such action by the Bank shall not require the prior written consent of the Village, however, the Bank shall be required to provide the Village with notice of any such action by the Bank and the Bank shall obtain the prior written consent of the Village prior to assigning this Agreement, which consent shall be at the Village's sole discretion.
- J. 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.
- K. No recourse under or upon any obligation, covenant, or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Village, in any amount or in excess of any specific sum agreed by the Village to be paid to Developer hereunder, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village's officers, agents and/or employees in regard to this Agreement, with all and any such rights or claims of Developer or Bank against the Village's officers, agents and/or employees being hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.
- L. Developer hereby covenants and agrees to promptly pay or cause to be paid as the same become due, any and all taxes and governmental charges of any kind that may at any time be lawfully assessed against the Developer Parcel or the Project.
- M. This Agreement shall be binding upon the parties hereto and their respective grantees, heirs, successors, administrators, permitted assigns or other successors in interest.
- N. The parties shall record a certified (by the Village Clerk) copy of this Agreement in the office of the Recorder of Deeds of Cook County, Illinois, and upon recordation thereof, the covenants and conditions of the parties hereto shall be binding upon their successors in title and shall be deemed covenants which shall run with the land until the termination of this Agreement.

## VII. REPRESENTATIONS AND WARRANTIES OF DEVELOPER

- A. Developer hereby represents and warrants that it is a limited liability company in good standing with proper authority to execute this Agreement.
- B. Developer hereby represents and warrants that the Project requires economic assistance from the Village, including, but not necessarily limited to, an underwriting of the Redevelopment Project Costs as referenced in Section III.D. above, in order for Developer to complete the construction in accordance with the approved final

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development plans and, but for the economic assistance to be given by the Village as herein stated, the Project, as contemplated, would not be economically viable nor eligible for the financing necessary for its completion.

- C. Developer hereby represents and warrants that the Project shall be constructed and fully completed in a good and workmanlike manner in accordance with the approved final redevelopment plans and all plans and specifications pertaining thereto, including any amendments, all as approved by the Village.
- D. Developer hereby represents and warrants that at all times it shall comply with all applicable local zoning ordinances and regulations, the building code, fire code and all other applicable Village ordinances, resolutions and regulations in existence as of the date of approval of the Project.
- E. Developer hereby represents and warrants that it shall comply with all applicable laws, rules and regulations of the State of Illinois and the United States, and all agencies thereof having jurisdiction over it or the Project.
- F. Developer hereby represents and warrants that it shall comply with all terms, provisions and conditions and shall not default or knowingly permit a default under any document or agreement relating to the Project or the financing of the Project to which it is a party, including but not limited to this Agreement, and all agreements and documentation in connection with any loan to it in relation to the Project.

## VIII. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE

The Village hereby represents and warrants to Developer and Bank that, subject to its compliance with the Act, it has the power and authority to execute, deliver and perform the terms and obligations of this Agreement.

## IX. DEFAULTS AND REMEDIES

In the event of any non-monetary default and/or breach of this Agreement or any terms or conditions by any party hereto or bound by this Agreement, such party shall upon written notice proceed promptly to cure or remedy such default or breach within said sixty (60) days after receipt of such written notice; provided, however, that in the event such default is incapable of being cured within sixty (60) day period and the defaulting party commences to cure within said sixty (60) day period and proceeds to cure with due diligence, such party shall not be deemed to be in default under this Agreement. In case such action is not taken or not diligently pursued or the default or breach shall not be cured or remedied within the above time or in the event of a monetary default (time being of the essence with respect to the payment of any sums required hereunder), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations, but not specific performance of any obligations to construct any buildings or other improvements. The rights of the parties to this Agreement, whether provided by law or this Agreement, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it of any one or more of such remedies in relation to the same default or breach by the other party. No waiver made by either party with respect to any specific default by the other party under this Agreement shall be construed as a waiver of rights with respect to any other default by the defaulting party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

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Notwithstanding anything contained herein to the contrary, all monetary damages resulting from a breach of this Agreement shall be limited to the non-defaulting party's actual out of pocket costs and expenses resulting from such breach along with all costs and expenses, including reasonable attorneys' fees, incurred by the non-defaulting party in enforcing this Agreement. In the event of any litigation between the parties hereto resulting from a breach of this Agreement, the prevailing parties in such litigation, as determined by final judgment, shall be entitled to an award of its attorneys' fees and costs incurred in such litigation.

## X AGREEMENT TERM

The term of this Agreement shall commence as of the date of its execution after approval by the corporate authorities of the Village and expire upon the Village's payment of all monetary reimbursement to the Developer under Section III D. above, the expiration of the sixty (60) month period referenced in Section IV B. above or at the termination of the North TIF District as required by the Act, whichever occurs first. Notwithstanding the foregoing, the provisions of Section VII.G. above shall not terminate until such time as incremental TIF revenues generated by the Project equal Three Million and no/100 Dollars (\$3,000,000.00), or such time as the Developer no longer has any ownership or control of the Project or the Developer Parcel or at the termination of the North TIF District as required by the Act, whichever occurs first.



ATTEST:

*[Signature]*  
Village Clerk

VILLAGE OF WHEELING,  
a municipal corporation

By: *[Signature]*  
Village President

WHEELING PRAIRIE LLC

By: *[Signature]*  
Title: *[Signature]*

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STATE OF ILLINOIS     )  
   )  
 COUNTY OF COOK        )     SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Gregory Klatecki 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 said instrument, pursuant to authority given by said Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth, and that said Village Clerk as custodian of the corporate seal of said Village 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, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 31 day of March, 2004.

OFFICIAL SEAL  
 CHRISTINE BRADY  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 10-4-2004

*Christine Brady*  
 Notary Public

My Commission Expires: \_\_\_\_\_

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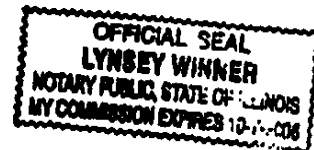
STATE OF ILLINOIS     )  
                                   )  
 COUNTY OF COOK        )     SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named S. MARK SMITH, personally known to me to be the Manager of the Wheeling Prairie LLC; and also known to me to be the same persons whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that as such Manager he signed and delivered the said instrument, pursuant to authority given by said Company, as their free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 2nd day of April, 2004.

Lynsey Winner  
 Notary Public

My Commission Expires: 10-7-2006



NOTARY PUBLIC  
 COOK County Clerk's Office

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EXHIBIT 1

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

Property of Cook County Clerk's Office

EXHIBIT A

LEGAL DESCRIPTION

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

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## LEGAL DESCRIPTION

### Village of Wheeling

#### MILWAUKEE AVENUE NORTH TIF DISTRICT

That part of Section 2, Township 42 North, Range 11, East of the 3<sup>RD</sup> 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 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



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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; 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 3<sup>RD</sup> Principal Meridian and the Centerline of Milwaukee Avenue as

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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 deduced); 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.

PROPOSED  
 Cook County  
 RECORDER OF DEEDS  
 SCANNED BY \_\_\_\_\_ Clerk's Office

**UNOFFICIAL COPY****EXHIBIT 2****LEGAL DESCRIPTION PRAIRIE PARK****PARCEL 1:**

THE SOUTH 137.2 FEET OF THAT PART OF LOT 3 LYING WEST OF WOLF ROAD IN G. HECHINGER'S FARM IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

THE EAST 812.0 FEET OF LOT 2, AS MEASURED ON THE SOUTH LINE THEREOF, IN SUBDIVISION OF G. HECHINGER'S FARM, IN SECTIONS 1, 2 AND 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 3A:**

THAT PART LYING WESTERLY OF THE CENTER LINE OF WOLF ROAD OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A TRACT: THAT PART OF LOT 3 IN THE SUBDIVISION OF G. HECHINGER'S FARM IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK 17 OF PLATS, PAGE 13, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 15.18 CHAINS SOUTH OF NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SAID SECTION 2, RUNNING THENCE SOUTH ON THE HALF OF SECTION LINE 6.51 CHAINS THENCE EAST 17 CHAINS MORE OR LESS TO THE CENTER OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID MILWAUKEE AVENUE 6.90 CHAINS MORE OR LESS TO A POINT DUE OF PLACE OF BEGINNING; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT 14.05 CHAINS TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN MILWAUKEE AVENUE AND ALSO THE FOLLOWING DESCRIBED TRACTS: 1, BEGINNING AT A POINT WHICH IS 300 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF RUNNING; THENCE NORTH 125 FEET; THENCE EAST 50 FEET; THENCE SOUTH 125 FEET; THENCE WEST 50 FEET TO THE PLACE OF BEGINNING; 2 BEGINNING AT A POINT WHICH IS 355.65 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF, RUNNING THENCE NORTH 136.66 FEET; THENCE EAST 150 FEET, THENCE SOUTH 136.66 FEET AND THENCE WEST 150 FEET TO THE PLACE OF BEGINNING; 3. BEGINNING AT A POINT WHICH IS 580.65 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF RUNNING THENCE NORTH 136.66 FEET THENCE EAST 25 FEET; THENCE SOUTH 136.66 FEET AND THENCE WEST 25 FEET TO THE PLACE OF BEGINNING.

**UNOFFICIAL COPY****PARCEL 3B:**

LOT 4 AND PART OF LOT 3 LYING WESTERLY OF CENTER LINE OF WOLF ROAD IN OWNER'S SUBDIVISION OF PART OF LOTS 2 AND 3 IN SUBDIVISION OF ECHINGER'S FARMS, IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, PLAT OF WHICH OWNER'S SUBDIVISION WAS RECORDED JUNE 14, 1915 IN COOK 132 OF PLAS, PAGE 22, AS OWNER'S SUBDIVISION WAS RECORDED JUNE 14, 1915 IN BOOK 132 OF PALS, PAGES 22, AS DOCUMENT 5652753 IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

THAT PART OF LOT 5 LYING WEST OF THE CENTER OF WOLF ROAD OF THE OWENERS SUBDIVISION OF PARTS OF LOTS 2 AND 3 OF THE SUBDIVISION OF GEORGE HECHINGER'S FARM IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N 03-02-100-013-0000	03-02-100-015-0000	03-02-100-016-0000
03-02-100-029-0000	03-02-100-035-0000	03-02-200-005-0000
03-02-200-053-0000	03-02-200-068-0000	

Cook County Clerk's Office

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## EXHIBIT "3"

### **FINAL DEVELOPMENT PLANS FOR THE VILLAGE PROJECT APPROVED BY THE VILLAGE OF WHEELING**

**(a copy of which is being retained by the Developer and the Village of Wheeling)**

1. Project Manual dated August 27, 2003;
2. Key Plans for Phase 1-C., Southeast Building #1, dated February 27, 2004; and
3. Proposed Residential PUD Plans dated September 3, 2003

Property of Cook County  
COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

Clerk's Office

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EXHIBIT 4

STATE OF ILLINOIS }  
COUNTIES OF COOK AND LAKE }

I, CHRISTINE BRADY, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Wheeling, Cook and Lake Illinois.

I, DO FURTHER CERTIFY that I am the keeper of the records, journals, entries, resolutions, ordinances and documents of the said Village of Wheeling.

I DO FURTHER CERTIFY that the annexed and foregoing document  
ORDINANCE NO. 3720

is a true and correct copy of the document presented to the President and Board of Trustees of the Village of Wheeling.

I DO FURTHER CERTIFY That the original document of which the foregoing is a true copy, is entrusted to my care for safekeeping and I am the keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal

of the Village of Wheeling, this 3rd day of February, 2004.



*Christine Brady*

Deputy Village Clerk  
Village of Wheeling  
Cook and Lake Counties, IL.

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Docket No. 2002-26A

ORDINANCE NO. 3720

**An Ordinance Granting Rezoning of Property  
from I-1 Restricted Industrial District,  
I-3 General Industrial District, and  
R-1 Single-Family Residential District to  
PD-4 Multi-Family Residential District  
Prairie Park at Wheeling Development  
(566 North Wolf Road)**

**WHEREAS**, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, to consider a request for rezoning from I-1 Restricted Industrial District, I-3 General Industrial District, and R-1 Single-Family Residential District to PD-4 Multi-Family Residential District on 17.8 acres located at 566 North Wolf Road, Wheeling, Illinois, hereinafter legally described below; and

**WHEREAS**, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending that petitioner's request be granted; and

**WHEREAS**, the President and Board of Trustees deem it to be in the best interests of the Village to grant the petitioner's request;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:**

**Section A**

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The proposed rezoning complies with the Comprehensive Plan, Official Map and all other plans and policies adopted by the Village.
- The physical or economic conditions pertaining to the subject area changed, making the existing zoning inappropriate.
- The proposed rezoning is desirable and needed in the Village.
- The proposed rezoning is compatible with and would not unduly depreciate the use and value of a surrounding property.
- The proposed rezoning contributes to a rational pattern of land uses which is beneficial to the Village.



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Docket No. 2002-26A

## Section B

The Zoning Ordinance and Official Map are hereby amended to revise the zoning classification from I-1 Restricted Industrial District, I-3 General Industrial District, and R-1 Single-Family Residential District to PD-4 Multi-Family Residential District on the property legally described below:

### PARCEL 1:

The South 137.2 feet of that part of Lot 3 lying West of Wolf Road in G. Hechinger's farm in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. (PIN #03-02-200-005)

### PARCEL 2:

The East 812.0 feet of Lot 2, as measured on the South line thereof, in Subdivision of G. Hechinger's Farm in Sections 1, 2 and 3, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. (PIN #03-02-100-013)  
(PIN #03-02-100-015)  
(PIN #03-02-100-016)  
(PIN #03-02-100-029)  
(PIN #03-02-100-035)

### PARCEL 3:

That part lying Westerly of the center line of Wolf road of the following described property, taken as a tract: That part of Lot 3 in the Subdivision of G. Hechinger's Farm in the Northeast Quarter of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, as per plat thereof recorded in the Recorder's Office of Cook County, Illinois, in Book 17 of plats, page 13, described as follows: beginning at a point 15.18 chains South of the Northwest corner of said Northeast Quarter of said Section 2; Running Thence south on the Half Section line 6.51 chains; thence East 17 chains, more or less, to the center of Milwaukee Avenue; thence Northwesterly along the center line of said Milwaukee Avenue 6.90 chains, more or less, to a point due East of the place of beginning; thence West parallel with the South line of said tract 14.05 chains to the place of beginning, excepting therefrom that part thereof falling within Milwaukee Avenue and also the following described tracts: (1) Beginning at a point which is 300 feet East of the West line and 82.45 feet North of the South line thereof; Running Thence North 125 feet; thence east 50 feet; thence South 125 feet; thence West 50 feet to the place of beginning; (2) beginning at a point which is 355.65 feet East of the West line and 82.45 feet North of the South line thereof; running Thence North 136.66 feet; thence East 150 feet; thence South 136.66 feet and thence West 150 feet

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Docket No. 2002-26A

to the place of beginning; (3) beginning at a point which is 580.65 feet East of the West line and 82.45 feet North of the South line thereof; Running thence North 136.66 feet; thence East 25 feet; thence South 136.66 feet and thence West 25 feet to the place of beginning.  
(PIN #03-02-200-053)

ALSO

Lot 4 and part of Lot 3 lying westerly of the center line of Wolf Road in Owner's Subdivision of part of Lots 2 and 3 in Subdivision of Hechinger's Farms in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, plat of which Owner's Subdivision was recorded June 14, 1915 in Book 132 of plats, page 22, as document 5652753, in Cook County, Illinois. (PIN #03-02-200-053)

PARCEL 4:

That part of Lot 5 lying West of the center of Wolf Road of the Owner's Subdivision of parts of Lots 2 and 3 of the Subdivision of George Hechinger's Farm in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. (PIN #03-02-200-068)

PARCEL 5:

That parcel of the North Half of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian lying North of the Northline of Picardy Place Unit No. 2, a subdivision of that part of the Northwest and the Northeast Quarters of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, lying South of Lot 2 and Lot 3 in Subdivision of G. Hechinger's Farm in Sections 1, 2, and 3, Township 42 North, Range 11, East of the Third Principal Meridian, lying west of the west line of Wolf Road and lying East of the Westline of the East 812.0 feet, as measured on the South line thereof, of said Lot 2, in Cook County, Illinois.  
(GAP Parcel)

(The above described property is known as 566 North Wolf Road, Wheeling, Illinois.)

## Section C

The Zoning Administrator is directed to amend the Zoning Map of the Village of Wheeling to reflect the zoning change effected by this Ordinance.

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Docket No. 2002-26A

### Section D

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

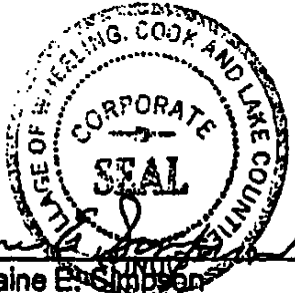
Trustee P. Horcher moved, seconded by Trustee Heer, that Ordinance No. 3720 be passed.


PASSED this 14 day of April, 2003.

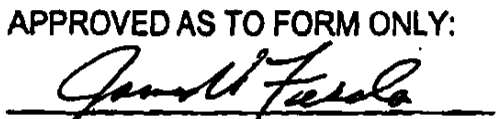
Trustee Abruscato <u>Aye</u>	Trustee M. Horcher <u>Aye</u>
Trustee Argiris <u>Aye</u>	Trustee P. Horcher <u>Aye</u>
Trustee Heer <u>Aye</u>	Trustee Lehmann <u>abstain</u>

APPROVED this 14 day of April, 2003.

  
 \_\_\_\_\_  
 Greg Klatacki  
 Village President



ATTEST:  
  
 \_\_\_\_\_  
 Elaine E. Simpson  
 Village Clerk

APPROVED AS TO FORM ONLY:  
  
 \_\_\_\_\_  
 Janet Fardola  
 Village Attorney

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EXHIBIT 5

STATE OF ILLINOIS }  
COUNTIES OF COOK AND LAKE }

I, **CRISTINE BRADY**, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Wheeling, Cook and Lake Illinois.

I, **DO FURTHER CERTIFY** that I am the keeper of the records, journals, entries, resolutions, ordinances and documents of the said Village of Wheeling.

I **DO FURTHER CERTIFY** that the annexed and foregoing document  
ORDINANCE NO. 3721

is a true and correct copy of the document presented to the President and Board of Trustees of the Village of Wheeling.

I **DO FURTHER CERTIFY** That the original document of which the foregoing is a true copy, is entrusted to my care for safekeeping and I am the keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal

of the Village of Wheeling, this 3rd day of February, 2004.



*Cristine Brady*

Deputy Village Clerk  
Village of Wheeling  
Cook and Lake Counties, IL.

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Docket Nos. 2002-26B  
and PC 02-13

ORDINANCE NO. 3721

**An Ordinance Granting Planned Unit Development FINAL Plan,  
Special Use, Site Plan, and Appearance Approval for a  
Planned Unit Development under  
Title 19, Zoning, Chapter 19.29 and Section 19.27.060  
Prairie Park Condominium Development  
(Property currently known as 566 North Wolf Road)**

**WHEREAS**, on August 26, 2002, the President and Board of Trustees passed Ordinance No. 3670 granting Planned Unit Development Concept Plan, special use and site plan approval under Title 19, Zoning, Chapter 19.29 Planned Unit Development, Section 19.29.080 Planned Unit Development Standards and Section 19.27.060 Special Use, in the PD-4 Multi-Family Residential District, in order to construct a multi-family condominium development on property currently known as 566 North Wolf Road, Wheeling, Illinois, hereinafter legally described below and zoned R-1, I-1 and I-3 pending rezoning to PD-4; and

**WHEREAS**, the Plan Commission of the Village of Wheeling has held a public hearing to consider Final Plan approval of the Planned Unit Development known as Prairie Park at Wheeling; and

**WHEREAS**, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees recommending Final Plan approval, subject to conditions; and

**WHEREAS**, the President and Board of Trustees find that the Development Final Plan has met the Standards for Planned Unit Development Approval, Section 19.29.080 and the Objectives of Planned Unit Development, Section 19.29.030; and

**WHEREAS**, the President and Board of Trustees deem it to be in the best interests of the Village to grant the petitioner's request, subject to conditions;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:**

**Section A**

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the special use as requested will not alter the essential character of the area in which it is to be located;

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Docket Nos. 2002-26B and PC 02-13

- That the location and size of the special use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is located and the development of the surrounding properties;
- That the special use requested will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted nor diminish or impair property values of surrounding properties;
- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and
- That the special use requested will conform to all applicable regulations and standards of the zoning district in which it is to be located.

## Section B

A Planned Unit Development Final Plan is hereby approved under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.29 Planned Unit Developments, in the PD-4 Multi-Family Residential District, for a development consisting of a residential element comprised of 306 dwelling units to be developed as set forth in conformance with Sheet C-4 Master Site Plan dated March 6, 2003 prepared by Hirsch Associates, LLC., attached hereto and made part of, on the property legally described below:

### PARCEL 1:

The South 137.2 feet of that part of Lot 3 lying West of Wolf Road in G. Hechinger's farm in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. (PIN #03-02-200-005)

### PARCEL 2:

The East 812.0 feet of Lot 2, as measured on the South line thereof, in Subdivision of G. Hechinger's Farm in Sections 1, 2 and 3, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.  
 (PIN #03-02-100-013)  
 (PIN #03-02-100-015)  
 (PIN #03-02-100-016)  
 (PIN #03-02-100-029)  
 (PIN #03-02-100-035)

**UNOFFICIAL COPY****Docket Nos. 2002-26B and PC 02-13****PARCEL 3:**

That part lying Westerly of the center line of Wolf road of the following described property, taken as a tract: That part of Lot 3 in the Subdivision of G. Hechinger's Farm in the Northeast Quarter of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, as per plat thereof recorded in the Recorder's Office of Cook County, Illinois, in Book 17 of plats, page 13, described as follows: beginning at a point 15.18 chains South of the Northwest corner of said Northeast Quarter of said Section 2; Running Thence south on the Half Section line 6.51 chains; thence East 17 chains, more or less, to the center of Milwaukee Avenue; thence Northwesterly along the center line of said Milwaukee Avenue 6.90 chains, more or less, to a point due East of the place of beginning; thence West parallel with the South line of said tract 14.05 chains to the place of beginning, excepting therefrom that part thereof falling within Milwaukee Avenue and also the following described tracts: (1) Beginning at a point which is 300 feet East of the West line and 82.45 feet North of the South line thereof; Running Thence North 125 feet; thence east 50 feet; thence South 125 feet; thence West 50 feet to the place of beginning; (2) beginning at a point which is 155.65 feet East of the West line and 82.45 feet North of the South line thereof; running Thence North 136.66 feet; thence East 150 feet; thence South 136.66 feet and thence West 150 feet to the place of beginning; (3) beginning at a point which is 580.65 feet East of the West line and 82.45 feet North of the South line thereof; Running thence North 136.66 feet; thence East 25 feet; thence South 136.66 feet and thence West 25 feet to the place of beginning. (PIN #03-02-200-053)

**ALSO**

Lot 4 and part of Lot 3 lying westerly of the center line of Wolf Road in Owner's Subdivision of part of Lots 2 and 3 in Subdivision of Hechinger's Farms in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, plat of which Owner's Subdivision was recorded June 14, 1915 in Book 132 of plats, page 22, as document 5652753, in Cook County, Illinois. (PIN #03-02-200-053)

**PARCEL 4:**

That part of Lot 5 lying West of the center of Wolf Road of the Owner's Subdivision of parts of Lots 2 and 3 of the Subdivision of George Hechinger's Farm in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. (PIN #03-02-200-068)