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95TH & WESTERN, LLC,
An Illinois Limited Liability Company

AND

THE VILLAGE OF EVERGREEN PARK, ILLINOIS,
an Illinois Home Rule Unit of Government

By and Between

(MARIANO'S FRESH MARKET)

ECONOMIC DEVELOPMENT AGREEMENT

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**RETURN TO:
AFTER RECORDING**

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This Economic Development Agreement is dated the 3rd day of June, 2013, and is by and between the Village of Evergreen Park an Illinois home rule unit of government and 95th & Western, LLC, an Illinois limited liability company as follows:

SECTION 1. RECITALS.

A. The Village has the authority, pursuant to the laws of the State of Illinois and its home rule powers, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers for the purpose of achieving such objectives.

B. Pursuant to 65 ILCS 5/8-1-2.5 and its home rule powers, the Village is authorized to expend funds for economic development purposes, including making grants to commercial enterprises deemed desirable for the promotion of economic development.

C. The Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution, 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law.

D. The Village is authorized under the provisions of Art. VIII of the State of Illinois Constitution, 1970, to use public funds for public purposes.

E. The Developer is the contract purchaser of Webb Ford Property in the Village, commonly known as 2601 West 95th Street, Evergreen Park, Illinois as provided herein, which parcels are legally described in Exhibit A, attached hereto.

F. The Developer intends to develop and maintain within the Webb Ford Property a not less than an approximately 70,000 square foot commercial building and accessory surface parking which Grocery Store Development will be leased to Roundy's Supermarkets, Inc. doing business as a Mariano's Fresh Market grocery store (the "Project") for a period of at least 20 years and in accordance with this Agreement.

G. The Developer intends to cause the Grocery Store Development to be designed and constructed pursuant to the terms of this Agreement and be known as Evergreen Promenade which may include additional commercial buildings.

H. A grocery store is a permitted use under the "C" Commercial District zoning of the Webb Ford Property.

I. Roundy's Supermarkets, Inc. has entered into a 20-year Shopping Center Lease with Developer to open and operate a Mariano's Fresh Market on the Webb Ford Property in accordance with the Lease.

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J. The Grocery Store Development on the Property is an important project to meet the Village's economic development objective of transforming the Webb Ford Property from an underutilized and partially blighted commercial site to a foundational part of the redevelopment of the 95th Street corridor into a thriving commercial district.

K. The Village desires to have the Webb Ford Property developed in accordance with and pursuant to this Agreement to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of blighting conditions, to encourage further private investment and development, to enhance the Village's tax base, and to increase employment opportunities for Village residents.

L. The Developer has represented to the Village that, without the transactions provided for herein, the Grocery Store Development is not economically feasible and the Developer would not undertake the Grocery Store Development.

M. The Corporate Authorities of the Village of Evergreen Park have found and determined that the construction and operation of the Grocery Store Development, pursuant to the terms of this Agreement, is in the best interest of the Village and the welfare of its residents, and is in accord with valid public purposes.

N. This Agreement has been submitted to the Corporate Authorities of the Village for review and consideration and the Corporate Authorities have undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon the Village.

O. This Agreement has been submitted to the Developer for review and consideration and the Developer has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon the Developer.

P. The Parties acknowledge that their respective obligations hereunder to perform pursuant to this Agreement are absolute and unconditional, except where specifically provided to the contrary herein.

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NOW, THEREFORE, IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

SECTION 2. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings indicated unless a different meaning is specifically provided or unless the context otherwise requires:

“Agreement” means this Economic Development Agreement between the Village and the Developer.

“Applicable Law” means any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, or any recorded restrictive covenant or deed restriction affecting the Project, or the Webb Ford Property, all as in effect as of the Effective Date of this Agreement, including, without limitation, all applicable zoning ordinances and building codes, flood disaster laws, health laws and environmental laws and regulations.

“Business Day” means any day other than a Saturday, a Sunday, or a public or bank holiday. Use of the word “day,” as opposed to Business Day, shall mean a calendar day.

“Change in Law” means the occurrence, after the Effective Date, of an event described in items i, ii, iii or iv below, provided such event prohibits or materially interferes with the development or construction of the Project Improvements or the ability of the Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon:

- 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;
- iii. The imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the services to be performed under this Agreement; or
- iv. The adoption, promulgation, modification or interpretation in written guideline or policy statement by a governmental agency (other than the

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Village or with respect to those made by the Village, only if they violate the terms of this Agreement).

“Closing” shall mean Developer’s acquisition of the Webb Ford Property.

“Closing Date” shall mean the date of the Closing.

“Contractors” means the general contractor selected and engaged by Developer, the subcontractors performing work to construct the Project, and any construction managers as may be selected by the Developer with respect to the construction of the Project Improvements.

“Continuous Operation” means that Mariano’s Fresh Market, subject to Uncontrollable Circumstances, is open to the general public for retail trade on the Webb Ford Property for a minimum of seventy (70) hours per week for at least fourteen (14) consecutive calendar days with substantially full staffing and a substantially complete inventory of merchandise of such size, character and quality as is exhibited at the existing Arlington Heights, IL Mariano’s Fresh Markets.

“Corporate Authorities” means the Mayor and Board of Trustees of the Village of Evergreen Park, Illinois.

“Detention Improvements” means the storm sewer facilities including detention and retention required by the Metropolitan Water Reclamation District of Greater Chicago to service the Webb Ford Property and which are located on property owned by the Village on tax parcel number 24-12-208-031 and adjacent right-of-way thereto.

“Developer” means 95th & Western, LLC, an Illinois limited liability company.

“Developer Affiliates” means the Developer and Inland Real Estate Corporation, Pine Tree Commercial Realty, LLC and IBT Group, L.L.C., or an affiliate owned 100% or controlled by any one or more of them.

“Effective Date” means the date of execution of this Agreement by the Village following passage and approval of the ordinance authorizing entry into the Agreement.

“Evergreen Promenade” means the development of the Webb Ford Property consisting of the Grocery Store Development and other commercial buildings thereon.

“Foundation Completion” means the full and final completion of any earthwork, excavation, backfill, footings, piles, foundation walls, or other subsurface work as may be necessary precedents to the construction of the foundation referenced in the Project Improvements.

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“Grocery Store Development” shall be interchangeable with the term “Project” and shall consist of the demolition of all existing structures on the Webb Ford Property, site clearance, grading, excavation, and environmental remediation as may be required by Applicable Law and the construction of the Project Improvements, including without limitation, a new, not less than approximately 70,000 square foot commercial building, accessory parking, landscaping and on-site drainage facilities on the Webb Ford Property pursuant to this Agreement and in accordance with any exhibits thereto.

“Lease” means a twenty (20) year or longer Shopping Center Lease between Developer and Roundy’s by which Roundy’s agrees to rent certain parcels within the Webb Ford Property in order to construct and operate an approximately 70,000 square foot commercial structure for a Mariano’s Fresh Market, which shall contain the provisions required for the Lease in this Agreement.

“Mariano’s” shall mean “Mariano’s Fresh Market,” the operating name of the grocery store to open and operate on the Webb Ford Property pursuant and subject to the Lease.

“Mayor” shall reference the chief executive officer of the Village of Evergreen Park and shall be used interchangeably with “Village President”.

“Opening Day” is the day on which Operator initially opens the Mariano’s Fresh Market for the conduct of business to the general public for retail trade.

“Operator” means Mariano’s Fresh Market.

“Party” means the Village or Developer.

“Parties” means the Village and Developer.

“Permits” means, without limitation, all permits, consents, approvals, authorizations, zoning relief of whatever kind or nature, certificates and approvals required by Applicable Law from all governmental bodies with jurisdiction over the Project or Project Improvements, utility companies and insurance rating agencies which are or may be required for the planning, design, construction, completion, use and occupancy of the Project, including licenses and other permits specific to Mariano’s business.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, trust or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

“Project” shall be interchangeable with the phrase “Grocery Store Development.”

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“Project Improvements” means the permitting, design, construction and equipping of all improvements comprising the Evergreen Promenade, including accessory parking, landscaping and on-site drainage facilities, as such improvements are depicted and described in the Site Plan attached hereto as Exhibit B.

“Roundy’s” means Roundy’s Supermarkets, Inc.

“Sales Tax Revenues” shall mean the Village’s aggregate share of any Retailer’s Occupation Tax, 35 ILCS 120/1, *et seq.*, Service Occupation Tax, 35 ILCS 115/1, *et seq.*, and the Village’s Home Rule Retailers’ and Service Occupation Taxes, as the same may be amended from time to time, generated by the Project or by any other commercial use on the Webb Ford Property.

“Site Plan” means the plan for the Project Improvements to be constructed by the Developer, Roundy’s, or other tenants on the Webb Ford Property.

“Substantial Completion” or “Substantially Completed” means the completion and certification from the Architect (as defined in the Lease) of the Landlord’s Work (as defined in the Lease), and the issuance of a certificate of occupancy by the Village.

“State” means the State of Illinois.

“Traffic Signal Improvements” means the improvements being constructed under a permit to be issued by the Illinois Department of Transportation including the traffic control signal, any work required on the public right-of-way of 95th Street, and lane striping near the intersection of 95th Street and Washtenaw Avenue as depicted on Exhibit C.

“Uncontrollable Circumstances” or “Uncontrollable Events” shall be defined as set forth in Subsection (A) below, and shall expressly exclude the situations set forth in Subsection (B) below:

- A. Means any event which:
- i. Is beyond the reasonable control of and without the fault of the Party relying thereon; and
 - ii. Occurs after the Effective Date of this Agreement; and
 - iii. Is one or more of the following events;
 - a. A Change in Law;
 - b. Insurrection, riot, civil disturbance, sabotage, embargo, act of the public enemy, explosion, fire, nuclear incident,

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collapse, transportation accident, industrial accident, war or naval blockade;

- c. Epidemic, hurricane, tornado, landslide, subsidence, earthquake, lightning, windstorm, or other extraordinary weather conditions or other similar act of God, but shall not include adverse but non-severe weather conditions to the extent normally encountered in the Mariano's;
- d. Governmental condemnation or taking by a public entity (other than the Village if the Village is the Party claiming an Uncontrollable Circumstance or Event);
- e. Strikes, labor disputes, or work stoppages, but only if not the result of using non-union labor, services, or contractors.
- f. Unreasonable delay in the issuance of building or other permits or approvals by the Village or the Village's consultants or other governmental authorities having jurisdiction, unrelated in all material respects to the merits, sufficiency, and completeness of the application therefor, and unrelated to payment of any applicable fee or expense by applicant. In no event shall the Village's diligent evaluation or processing of application materials or adherence to generally-applicable procedures and timelines as set forth by Applicable Law and this Agreement, administrative policy or usual and customary practice of the Village be construed as an "unreasonable delay" in the issuance of a permit or approval;
- g. Vandalism; or
- h. Terrorist acts.

B. "Uncontrollable Circumstances" and "Uncontrollable Events" shall not include:

- a. Economic hardship;
- b. Shortage or unavailability of materials unless there is no reasonable substitute;

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- c. Geo-technical or environmental conditions existing on the Webb Ford Property as of the Closing Date of this Agreement, if Developer has actual knowledge of such conditions on the Effective Date and the full extent of any work required in connection therewith;
- d. Acts, events or other matters arising out of violations by Developer of any environmental laws with respect to or discharge by Developer of any hazardous substances on the Webb Ford Property;
- e. Failure of performance by a Contractor, except insofar as such Contractor's failure is caused by events which are Uncontrollable Circumstances as to the Contractor; or

f. Any act or omission committed, omitted, or caused by Developer, or Developer's employees, officers or agents or a subsidiary, affiliate or parent of Developer, or by any corporation or other business entity that holds a controlling interest in Developer, whether held directly or indirectly.

- C. For each day that the Village or Developer is delayed by an Uncontrollable Circumstance or Uncontrollable Event, the dates set forth in this Agreement shall be extended by one (1) day except in the cases of Subsection A.iii.a. and Subsection A.iii.b. the dates set forth in this Agreement shall be extended by two (2) days.

"Village" means the Village of Evergreen Park, Cook County, Illinois.

"Webb Ford Property" means the property legally described on Exhibit A.

"Work" means all labor and services of whatever kind or nature in any manner related to or arising out of the physical construction of the Project and the Project Improvements by the Developer in accordance with the Lease.

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SECTION 3. LENDER RIGHTS.

The Village agrees to execute a Nondisturbance, Attornment and Subordination Agreement if requested by any lender providing funding for the Project in such form as mutually agreed to the Lender and the attorney of the Village.

SECTION 4. MUTUAL ASSISTANCE.

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

B. **Documents.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as well as the adoption of such ordinances and resolutions, and issuance of bonds or other means of securing financing, as may be necessary or appropriate or reasonably required to carry out the terms, provisions and intent of this Agreement or to facilitate the performance of this Agreement to the extent legally permitted and with the Village's and Developer's sound legal discretion.

C. **Other Governmental Approvals.** The Parties shall assist and cooperate fully with each other in implementing the Project and in seeking and obtaining from any or all appropriate governmental bodies other than the Village (whether federal, state, county or local) any necessary permits, entitlements and approvals required or useful for the improvement of property and construction of the Project in and on the Webb Ford Property, or for the provision of services to the Webb Ford Property, including, without limitation, federal or state grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities and storm water drainage facilities.

D. **Village Approvals of Permits.** The Village shall promptly process and consider reasonable requests by Developer for zoning relief, demolition permits, building permits, curb cuts, and shall issue all requisite building permits, curb-cut permits and any other permits and approvals and other necessary land use and construction approvals as shall be necessary or appropriate to construct the Project in accordance with Village ordinances, provided that Developer submits all petitions and applications for such permits and approvals and pays all fees required under applicable Village ordinances, standards, rules, and regulations, and further provided that Developer makes any design, landscaping, engineering, on-site stormwater detention, on-site drainage, traffic pattern, site plan or other modifications as may be required by Applicable Law.

E. **Liquor License.** The Corporate Authorities shall promptly process and reasonably consider requests by Developer or Roundy's to create a Class A Liquor License or Class AA Liquor License prior to or contemporaneous with Substantial Completion and shall promptly process and reasonably consider any forthcoming application for a liquor license by the

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Operator in accordance with the provisions of the Evergreen Park Municipal and shall issue such liquor license to Roundy's upon the Local Liquor Control Commissioner's approval of the application and receipt of the license fee therefore.

F. **Permit Approval Process.** The Village shall, in addition, respond to each request for a building or demolition permit or certificate of occupancy within not more than twenty (20) days of the submission of an application therefor. If the Village does not approve such application and issue such permit or certificate in such period, it shall within such 20-day period provide the Developer with detailed written instructions on the insufficiencies of or errors in such application why such permit or certificate was not approved or issued. If the Village neither approves such application and issues such permit or certificate nor provides such detailed written instructions within thirty (30) days of said submission, such application shall be deemed approved and the permit or certificate deemed issued. The foregoing shall apply to any supplementary, subsequent or amended permit application, request for certificate of occupancy or submittals by Developer, but the response periods shall be reduced from 20 days and thirty (30) days to ten (10) days and fifteen (15) days respectively.

G. **Ownership of Webb Ford Property.** The Village shall not object to or delay any permit application by Developer or issuance by the Village on the basis that Developer does not or may not have title to the Webb Ford Property or any contract interest therein or the permission of the owner thereof. Any permit issued under such circumstances may be conditional on Developer taking title to the Webb Ford Property.

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SECTION 5. DEVELOPER'S OBLIGATIONS.

A. **Obligor.** The terms of this Agreement are binding on the Developer, and any related entity having any involvement in the Project. Where circumstances warrant, reference to Developer herein shall apply to any related agent or assignee of the Developer and the Developer Affiliates.

B. **Closing Date.** The "Closing Date" shall mean the date upon which the Closing occurs which and shall be not later than August 30, 2013.

C. **Mariano's Lease.** Developer has provided an executed Lease to the Village. In the respects that this Agreement contains provisions which provide for certain time periods within which actions under the Lease should occur and the Lease provides that such actions are subject to extension for Force Majeure (as defined in the Lease), the time periods in this Agreement shall be subject to extension for Force Majeure as so defined.

D. **Developer Performance Shall Conform with Lease Terms not Incompatible with Laws.** From and after Closing, and subject to the last sentence of Subsection 5(C), Developer shall proceed to fulfill its construction and development obligations under the Lease consistent with the terms of this Agreement, and all Village permits, approvals, conditional approvals, and all Applicable Laws.

E. **Signage.** Developer shall erect signage on the Webb Ford Property in such form as shall be approved by the Village and sufficient to alert the public that the Webb Ford Property is to be the future home of a Mariano's Fresh Market.

F. **Project Commencement.** Developer shall commence the Project by September 15, 2013. For purposes of this Section 5, "Project Commencement" shall mean, at minimum, that Developer has erected any required construction/protective fencing around the perimeter of the Webb Ford Property, submitted site plans and erected signage on the Webb Ford Property as required in Paragraph 5(E).

G. **Diligent Construction.** Following Project Commencement, as set forth in Subsection 5(F) of this Agreement, Developer shall cause Contractors to begin construction immediately and continue without interruption or delay, and otherwise diligently pursue and prosecute the construction of the Project Improvements, to completion. Developer shall ensure that Contractors keep an adequate number of workers employed on the Project Improvements during normal working hours to ensure timely completion as provided herein. Developer shall, subject to Uncontrollable Circumstances and other adjustments permitted by the terms of this

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Agreement, cause Substantial Completion to occur on or before the deadline set forth in Section 5(J) of this Agreement.

H. **Permit Applications.** Not less than seven (7) days after the Closing Date, Developer agrees to apply for (and make all submittal requirements in conformance with Applicable Laws) all necessary permits and approvals from all governmental agencies having applicable jurisdiction, including the Village. Said permits and approvals shall include all (or such staged or partial permits as contemplated herein) requisite building permits, curb-cut permits and other necessary land use and construction approvals as shall be necessary or appropriate to construct the Project in accordance with all approved plans.

I. **Foundation Completion.** Foundation Completion shall occur by December 15, 2013.

J. **Substantial Completion of Construction.** Subject to Uncontrollable Circumstances and other adjustments provided for in this Agreement, Developer agrees to apply to the Village for a certificate of occupancy and to achieve Substantial Completion by July 1, 2014.

K. **Final Completion of Construction.** Developer shall be responsible for supervising and coordinating the completion of "punch list" items and warranty work following Substantial Completion.

L. **Opening Day.** Subject to Uncontrollable Circumstances, Developer agrees to use commercially reasonable efforts to have the Lease require Operator to initially open the premises for the conduct of business to the general public for retail trade (the "Opening Day") on or before December 31, 2014.

M. **Continuous Operation.** Subject to Uncontrollable Circumstances, Developer commits that the Lease shall require Operator to be in Continuous Operation during the Operating Period (as defined in the Lease).

N. **Letter of Credit.** Not less than one day prior to closing, the Developer shall deliver to the Village a bank letter of credit issued in an amount of \$1,500,000 payable to the Village (the "Letter of Credit"). The Letter of Credit must be an unconditional, standby, irrevocable Letter of Credit in favor of the Village, in form and substance reasonably acceptable to the Village, issued by a federally insured national banking association which is reasonably acceptable to the Village. The Letter of Credit (i) must not expire prior to August 15, 2015, or (ii) shall be renewed on an annual basis no later than thirty (30) days prior to the expiration date of the Letter of Credit then in effect, in which case Developer must submit to the Village documentation extending the Letter of Credit expiration date. Failure to so extend the expiration date of the Letter of Credit in the foregoing manner will, in addition to all of the Village's other

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remedies, entitle the Village to draw down the Letter of Credit after providing thirty (30) days advance notice of such intent to draw to the Developer. If the Project is not complete and in Continuous Operation on or before July 1, 2015, then the Village is entitled to draw down and be paid the amount of \$1,500,000 after providing thirty (30) days written notice of such proposed drawdown to Developer. Upon Continuous Operation, the Letter of Credit shall be released to the Developer.

O. **Sale of Webb Ford Property.** For a period of ten (10) years commencing upon the Opening Day, the Developer agrees to pay the sum of \$200,000 to the Village in the event that the Webb Ford Property is conveyed in whole or in part to any person other than a Developer Affiliate. The Lease may not be sold or assigned separate and apart from the sale of the Webb Ford Property during that ten-year period, and any such sale or assignment separate and apart from the sale of the Webb Ford Property shall be considered the same as the sale of the Webb Ford Property and shall cause the Developer to pay the sum of \$200,000 to the Village.

P. **Development as Shown in Approved Plans.**

- i. When developed, the Project Improvements shall be constructed in substantial conformity with the Site Plan and with all Applicable Laws. In addition to the requirements of this Subsection, the Project Improvements shall, at a minimum, be constructed, installed and operated in accordance with the following:
 - a. Consist of a not less than approximately 70,000 square foot commercial structure as depicted in the Site Plan for the operation of a Mariano's Fresh Market;
 - b. Consist of surface parking lot with parking spaces as depicted and enumerated in Site Plan for the operation of a Mariano's Fresh Market;
 - c. Development shall be in accordance with building and zoning plans submitted to and approved by the Village.
- ii. Notwithstanding anything to the contrary in this Subsection 5(N), Developer shall at all times acquire, install, construct, and the Lease shall require Roundy's to operate and maintain, the Project on the Webb Ford Property in conformance with all Applicable Laws. Further, Developer shall at all times acquire, install, construct, and the Lease shall require Roundy's to operate and maintain, the Mariano's Fresh Market (as required by the Lease) in conformance with the zoning, Site Plan,

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architectural plans and elevations, engineering plans, and plats, as appropriate, submitted to and approved by the Village.

Q. **Minor Plan Changes.** Minor changes to the approved Site Plan as determined by Developer to be appropriate and necessary and which do not affect the Site Plan in any substantial manner as determined in the sole discretion of the Village's Building Commissioner (the "Minor Plan Changes"), shall be allowed as follows:

- i. Proposed revisions shall be submitted to the Village's Building Commissioner for review;
- ii. Upon review of the proposed modifications, if the Village's Building Commissioner concludes that the proposed revisions constitute Minor Plan Changes and approves the proposed Minor Plan Changes in the exercise of reasonable discretion, the Building Commissioner shall sign and adequately annotate the changes;
- iii. Developer shall submit copies in an amount required by the Village of the annotated Minor Plan Changes, which annotated copies shall be made part of this Agreement.
- iv. Upon review of the proposed modifications, if the Village's Building Commissioner concludes that the proposed revisions do not constitute Minor Plan Changes but rather changes of a more significant nature, Developer shall be so notified and instructed to apply for zoning or such other relief as may be necessary to obtain the requisite approval.

R. **Construction Permits.** No construction, improvement, or development of any kind shall be permitted on any portion of the Webb Ford Property unless and until the Developer has received approval or deemed approval from all necessary Village departments, and has been issued or deemed issued valid and binding building permits. Further, no business operation or occupancy of the Development may occur prior to the issuance or deemed issuance of a valid and binding certificate of occupancy.

S. **Withholding Permits.** The Village may withhold issuing any permits, certificates or approvals in accordance with Subsection 4(E) above if Developer has failed or refused to fulfill in all material respects any of its obligations with respect to Project pursuant to this Agreement and the applicable provisions of Applicable Laws of the Village.

T. **Progress Reports & Meetings.**

- i. Developer shall prepare and deliver to the Mayor a progress report at the conclusion of each month, which report describes the status of the

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- construction of the Project Improvements and generally provides a comprehensive progress report on the Project. Such obligations shall cease upon Final Completion.
- ii. Developer shall meet with the Corporate Authorities and other Village staff as appropriate, and make presentations thereto as reasonably requested by the Mayor in order to keep the Village apprised of the progress of the Project, but in no event more than once every two months or six (6) times per calendar year. Developer's presentations shall include a comprehensive progress report on the Project. The Developer shall ensure that adequate information is provided, including, without limitation, engineering analyses, architectural analyses, as well as appropriate Development team personnel, at any such progress meeting as may be requested by the Mayor, or as may be appropriate to provide an accurate progress report.
- U. **Responsibility for Fees and Expenses.** Developer, or Roundy's, shall pay all normal, ordinary and customary fees and expenses chargeable to a property owner, including without limitation, permit fees for any and all permits required in connection with the design, planning, construction, completion, use and occupancy of the Project, inspection fees, tap-on fees, business and liquor licenses, fence and sign permits, demolition permits, building permits, electrical and plumbing permits, and any and all municipal transfer taxes, real property taxes, special service area taxes, or any sales or utility taxes that may come due the Village from time to time.
- V. **Inspection Rights of Village.** Developer also agrees that the Village's Building Commissioner or other designee shall have the right at all times during normal business hours to inspect the progress of the construction of the Project Improvements on the Webb Ford Property.
- W. **Insurance.** Prior to issuance of any building permit, Developer (or Contractors applying therefor) shall deliver to the Village, at Developer's cost and expense, insurance required to be carried by Developer pursuant to Section 7 of this Agreement.
- X. **Default.** With respect to any and all obligations and commitments set forth in this Agreement pertaining to Developer, the Village shall look solely to Developer to comply and complete all such obligations and commitments. If Developer fails to comply and complete any such obligations and commitments within the time periods provided for in this Agreement, it shall constitute a default.
- Y. **Authorization to Release Sales & Sales Tax Information to Village.** As a term and condition of any lease agreement (other than the Lease) entered into between Developer and a subsequent retailer or other operator on the Webb Ford Property, the lessee shall further agree

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to annually until 2035 complete and execute the Illinois Department of Revenue's PTAX-1002-21 Form, "Authorization to Release Sales Tax Information to Local Governments," as the same may be amended from time to time, authorizing the release of sales tax information for the most-recently-completed calendar year for commercial operation on the Webb Ford Property and remit such executed form to the Village for completion and submission to the Illinois Department of Revenue's Local Tax Allocation Division. The Developer shall request that Mariano's Fresh Market execute such PTAX-1002-21 Form and the Village agrees that any such information shall be kept confidential in accordance with Illinois law.

Z. **Compliance with Laws.** Developer agrees to comply with all Applicable Laws binding on Developer and to not object to the Village's compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.*, or the Open Meetings Act, 5 ILCS 120/1, *et seq.* To the extent that the Illinois Prevailing Wage Act is applicable, the Developer agrees to comply therewith.

AA. **Employment Opportunity.** As a term and condition of any lease agreement (other than the Lease) entered into between Developer and a subsequent retailer or other operator on the Webb Ford Property, the Lessee will use commercially reasonable efforts to inform Village residents of and to provide them opportunities to apply for non-management employment opportunities related to the initial hiring by methods such as advertising in a local newspaper, notifying and/or working with local organizations and participating in job fairs, thus making a diligent and good faith effort to hire qualified Village residents for such non-management positions. The Developer shall request that Mariano's Fresh Market similarly work with the Village to provide such employment opportunities. No person shall be discriminated against on the basis of race, religion, age, handicap, color, sex, national origin or citizenship.

BB. **Disclosures.** Not less than ten days prior to the Closing Date, Developer shall furnish the Village with a statement disclosing the identity of all persons holding an ownership interest of 7.5% or greater in Developer and the percentage of such interest; said disclosure to be in a form reasonably satisfactory to the Village. Simultaneously, Developer shall furnish the Village with a description of all pending litigation or administrative proceedings involving the Developer or any person holding an ownership interest in the Developer, specifying in each case, the amount of such claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and to what extent such potential liability is covered by insurance.

CC. **Legal Opinion.** At Closing, legal counsel for Developer shall provide an opinion to its client and to the Village, of due authorization, execution and enforceability (subject to bankruptcy and creditor's rights) of this Agreement and all other documentation provided for herein.

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DD. **Dedication of Easement.** The Developer agrees to dedicate to the Village any easement for public utilities requested by the Village in order to provide service for the Grocery Store Development.

EE. **Representations and Warranties of Developer.**

- i. Developer is an Illinois limited liability company duly organized and existing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform the Agreement. Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Developer's actual knowledge, there are no actions at law or similar proceedings which are pending or threatened against Developer which would result in any material and adverse change to Developer's financial condition, or which would materially and adversely affect the level of Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of Developer to proceed with the construction and development of the Evergreen Promenade including the Project.
- ii. Developer has sufficient financial and economic resources to implement and complete Developer's obligations contained in this Agreement.
- iii. Developer shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company, so long as Developer maintains an interest in the Webb Ford Property or has any other remaining obligation pursuant to the terms of this Agreement.
- iv. Except in conjunction with the sale of the Webb Ford Property in accordance with Section 5(O) of this Agreement, Developer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Village, the granting or denial of which consent shall be in the sole discretion of the Village. No transfer or assignment by Developer in violation of the provisions hereof shall be valid or enforceable.

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SECTION 6. VILLAGE OBLIGATIONS.

A. **Detention Improvements.** The Village shall construct the Detention Improvements at its cost and expense to meet the Metropolitan Water Reclamation District of Greater Chicago requirements for the Project on property owned by it. It shall be the responsibility of the Developer to pay for all costs to connect its storm drain system to the Detention Improvements at such location as determined by the Developer.

B. **Traffic Signal Improvements.** The Village shall construct the Traffic Signal Improvements at its cost and expense. It shall be the responsibility of the Developer to pay for all on-site costs for driveways and parking facilities. In the event that the traffic signal is not operating on the Opening Day, then the Village agrees to provide and pay for traffic control personnel as required by the Lease.

C. **Purchase Price Subsidy.** The Village agrees to contribute the sum of \$1,500,000 to be used by the Developer solely for the acquisition of the Webb Ford Property, such sum to be wire transferred into the closing escrow provided that the Developer is in compliance with all terms of this Agreement.

D. **Metropolitan Water Reclamation District Permits.** The Village shall cooperate with Developer in Developer's securing required Metropolitan Water Reclamation District ("MWRD") permits, if any.

E. **Estoppel Certificate.** Within ten (10) days of request from time to time, the Village shall deliver to Developer a completed and signed estoppel certificate concerning the status of this Agreement, addressed to such third party or parties as Developer shall reasonably request, in accordance with the form attached hereto as **Exhibit I**.

F. **Legal Opinion.** At Closing, legal counsel for the Village shall provide an opinion to its client and to Developer, of due authorization, execution and enforceability of this Agreement and all other documentation provided for herein.

G. **Representations and Warranties of Village.**

- i. The Village is an Illinois home rule unit of government duly incorporated and existing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform the Agreement. To the Village's actual knowledge, there are no actions at law or similar proceedings which are pending or threatened against the Village which would result in any material and adverse change to the Village's financial condition, or which would materially and adversely affect the level of Village's assets as of the

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date of this Agreement or that would materially and adversely affect the ability of the Village to proceed with its obligations under this Agreement.

- ii. The Village has sufficient financial and economic resources to implement and complete Village's obligations contained in this Agreement.

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SECTION 7. INSURANCE AND INDEMNIFICATION.

A. **Liability Insurance Prior to Completion.** Prior to the latter of Closing or the issuance of building permits, Developer (or Developer's Contractor) shall procure and deliver to the Village, at Developer's (or such Contractor's) cost and expense, and shall maintain in full force and effect until each and every obligation of Developer contained herein has been fully paid or performed, a policy or policies of comprehensive liability insurance and, during any period of construction, contractor's liability insurance, and worker's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than Two Million and no/100 Dollars (\$2,000,000.00) each occurrence and Five Million and no/100 Dollars (\$5,000,000.00) aggregate. All such policies shall be in such form and issued by such companies as shall be acceptable to the Village to protect the Village and Developer against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project, or the construction and improvement thereof by Developer, except to the extent arising from Village (or its agents, employees and contractors) acts or omissions (in which case the Village shall look solely to its own insurance). Each such policy shall name the Village as an additional insured and shall contain an affirmative statement by the issuer that it will give written notice to the Village at least thirty (30) days prior to any cancellation or amendment of its policy. Alternatively, Developer, may satisfy its insurance obligations in this Section 7(A) by way of a blanket policy or policies which includes other liabilities, properties and locations having a per occurrence liability of Two Million and no/100 Dollars (\$2,000,000.00) and a general policy aggregate of at least Five Million and no/100 Dollars (\$5,000,000.00). Developer shall provide to the Village a replacement certificate not less than 30 days prior to expiration of any policy.

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

C. **Village Procedure.** Developer acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

D. **Indemnity.** The Developer agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities, all Village commissions, boards, public bodies,

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and all Village elected or appointed officials, officers, employees, agents, consultants, advisors, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of them arising out of environmental conditions associated with the Webb Ford Property as of the Closing Date, or any Village action related to the development, construction, maintenance, or use of any portion of the Webb Ford Property, except for claims arising out of acts or omissions by the Village or any of the Corporate Authorities, all Village commissions, boards, public bodies, and all Village elected or appointed officials, officers, employees, agents, consultants, advisors, representatives, engineers, and attorneys. To the extent that the Lease shall contain an indemnity by Roundy's in favor of the Village and such other Persons, Developer shall be relieved of its indemnity and hold harmless in this subsection.

E. **Defense Expense.** Developer shall, and does hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims referenced in Section 7(D) of this Agreement. To the extent the Lease shall contain a covenant by Roundy's in favor of the Village, Developer shall be relieved of its covenant in this subsection.

SECTION 8. DEFAULT

Failure on the part of either Party to comply with any material term, representation, warranty, covenant, agreement, or condition of this Agreement within thirty (30) days after written notice thereof (unless a different time period is specified in the Agreement for curing non-performance of a specific task or event) shall constitute an "Event of Default." No Event of Default of this Agreement may be found to have occurred if performance has commenced to cure such default to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice and the Party alleged to be in default continues diligently to pursue such cure. No default by Developer or the Village shall be actionable or be of other consequence unless and until it shall constitute an Event of Default. In the Event of Default by the Village in the performance of any of its obligations under this Agreement, Developer's sole remedy shall be specific performance (including payment of money, whether or not denoted as damages) or termination of the Agreement. Except as otherwise provided, in the Event of Default by the Developer in the performance of any of its obligations under this Agreement, the Village's sole remedies shall be specific performance (including payment of money, whether or not denoted as damages), or termination of the Agreement. Neither Party shall be liable to the other for consequential damages or lost profits.

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SECTION 9. ENFORCEMENT OF AGREEMENT.

Any litigation with respect to this Agreement shall be brought in the Circuit Court of Cook County or the United States District Court, Northern District of Illinois.

SECTION 10. GENERAL PROVISIONS.

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 7.A., each Party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Evergreen Park
9418 South Kedzie Avenue
Evergreen Park, IL 60805
ATTN: Mayor
epmayor1@gmail.com

With a copy to:

Louis F. Cainkar, Ltd.
6215 West 79th Street, Suite 2A
Burbank, IL 60459
ATTN: Vincent Cainkar
vcainkar@aol.com

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Notices and communications to Developer shall be addressed to, and delivered at, the following address:

95th & Western, LLC
 850 West Jackson Blvd.
 Chicago, IL 60607
 ATTN: Gary A. Pachucki
 gpachucki@ibtgroupllc.com

With a copy to:

Patrick J. O'Malley
 Attorney at Law
 12314 South 86th Avenue
 Palos Park, IL 60464
senatoromalley@ameritech.net

Inland Real Estate Corporation
 2901 Butterfield Road
 Oak Brook, Illinois 60523
 Attention: Beth Sprecher Brooks, General Counsel
bbrook@inlandrealestate.com

Pine Tree Commercial Realty, LLC
 40 Skokie Boulevard
 Suite 610
 Northbrook, IL 60062
 Attention: Bruce L. Boruszak, General Counsel
bboruszak@pinetreecommercial.com

B. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

C. **Binding Effect and Term.** The Parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors, or lessees. Developer shall be required to inform any and all prospective and future successors, nominees and assigns of the obligations contained in this Agreement.

D. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

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E. **Non-Waiver.** Neither party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of a party to exercise at any time any right granted shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right. Any waiver of any provision of this Agreement by the Village, including this subsection, must be made in writing by the Mayor. Any waiver of any provision of this Agreement by the Developer, including this subsection, must be made in writing by the manager of the Developer.

F. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with the laws of the State of Illinois.

G. **Severability.** It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

I. **Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

J. **Exhibits.** All Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

L. **Authority to Execute.** The Village hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the Village (i) that it intends to enter into the Lease with Roundy's, (ii) that it has entered into a

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contract for the purchase of the Webb Ford Property, (iii) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by Developer will (a) result in a breach or default under any agreement to which Developer is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer or the Property are subject.

M. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Village or the Developer.

N. **No Joint Venture, Agency or Partnership.** Nothing in this Agreement or any actions of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between the Parties.

O. **Entire Agreement.** The Parties agree that this Agreement constitute the entire Agreement between them and that no other agreements, covenants or representations other than those contained therein have been made by the Parties or are enforceable against them.

P. **Uncontrollable Events.** Anything herein to the contrary notwithstanding, neither the Village nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay or nonperformance caused by Uncontrollable Events beyond the reasonable control of the Party affected which in fact interferes with the ability of such Party to discharge its obligations hereunder. The individual or entity relying on this Section with respect to any such delay shall give written notice thereof to the other Party to this Agreement. The individual or entity relying on this Section with respect to any such delay may rely on this Section only to the extent of the actual number of days of delay effected by any such events described above, except if as a result of such delay so computed all or a portion of the period for compliance falls within the Freeze Period and the performance sought is one not usually performed in such period without additional cost, then such delay shall be extended to a reasonable period after the then next April 1 to allow for performance.

Q. **No Personal Liability of Officials of the Village or Developer.** No covenant or agreement contained in this Agreement shall be deemed to be the agreement of the Corporate Authorities, any official, officer, partner, member, director, agent, employee, planning consultant or attorney of the Village or Developer, in his or her individual capacity, and no official, officer, partner, member, manager, director, agent, employee or attorney of the Village or Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery, and performance of this Agreement, or any failure in connection therewith.

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R. **Special Purpose Entities.** The Village acknowledges that Developer may not actually be the title holder of the Webb Ford Property, but that it may be the beneficiary of a land trust owing the Webb Ford Property.

S. **Term of Agreement.** The term of this Agreement shall commence on the date that both Parties have executed it and terminate five (5) years hence. The foregoing notwithstanding, upon the request of either Party at any time after Opening Day, the Parties shall promptly execute, deliver and record at the Developer's expense a release of this Agreement, and shall enter into a termination agreement which terminates the rights and responsibilities of the Parties hereunder, except that the following provisions hereof shall survive termination as personal obligations of Developer or its successor or assigns and Village, as applicable: Subsection 5.O.

T. **Recordation.** This Agreement may be recorded in the Office of the Cook County Recorder. Upon termination of this Agreement by lapse of time or otherwise, the Parties shall execute and deliver a release of this Agreement in recordable form and either Party may record such release.

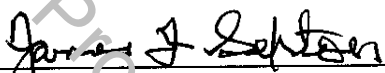
U. **Counterparts.** This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

V. **Confidentiality.** To the extent in conformance with Applicable Law, the Village shall keep confidential the Lease, contracts, budgets, and reports, and drafts thereof, delivered by Developer or Roundy's to Village or its agents or consultants, and shall instruct each agent or consultant of the Village receiving same to comply with such covenant. In the event that the Village shall receive a request to disclose some or all of such information, the Village shall immediately notify Developer of such receipt and the Village's intended disposition so that Developer or Roundy's may seek, if in Developer's discretion it deems it appropriate, a restraining order or injunction against any disclosure.

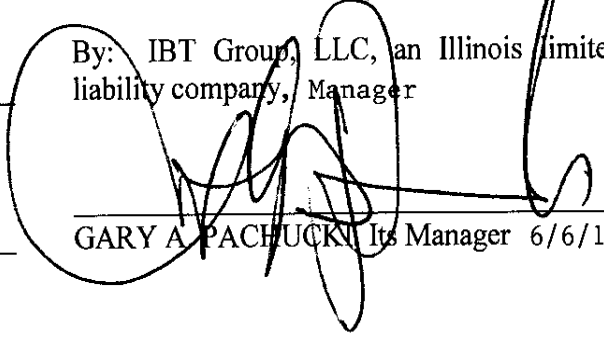
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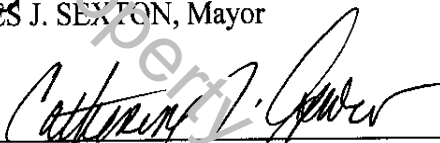
IN WITNESS WHEREOF, the Parties have thereto set their hands on the date first above written.

VILLAGE OF EVERGREEN PARK, an Illinois municipal corporation 95TH & WESTERN LLC an ~~Delaware~~ Illinois limited liability company



JAMES J. SEXTON, Mayor

By:  IBT Group, LLC, an Illinois limited liability company, Manager



CATHERINE T. APARO, Village Clerk

GARY A. PACHUCKI, Its Manager 6/6/13



Cook County Clerk's Office

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EXHIBIT A

SURVEY AND DESCRIPTION OF WEBB FORD PROPERTY

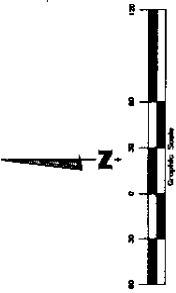


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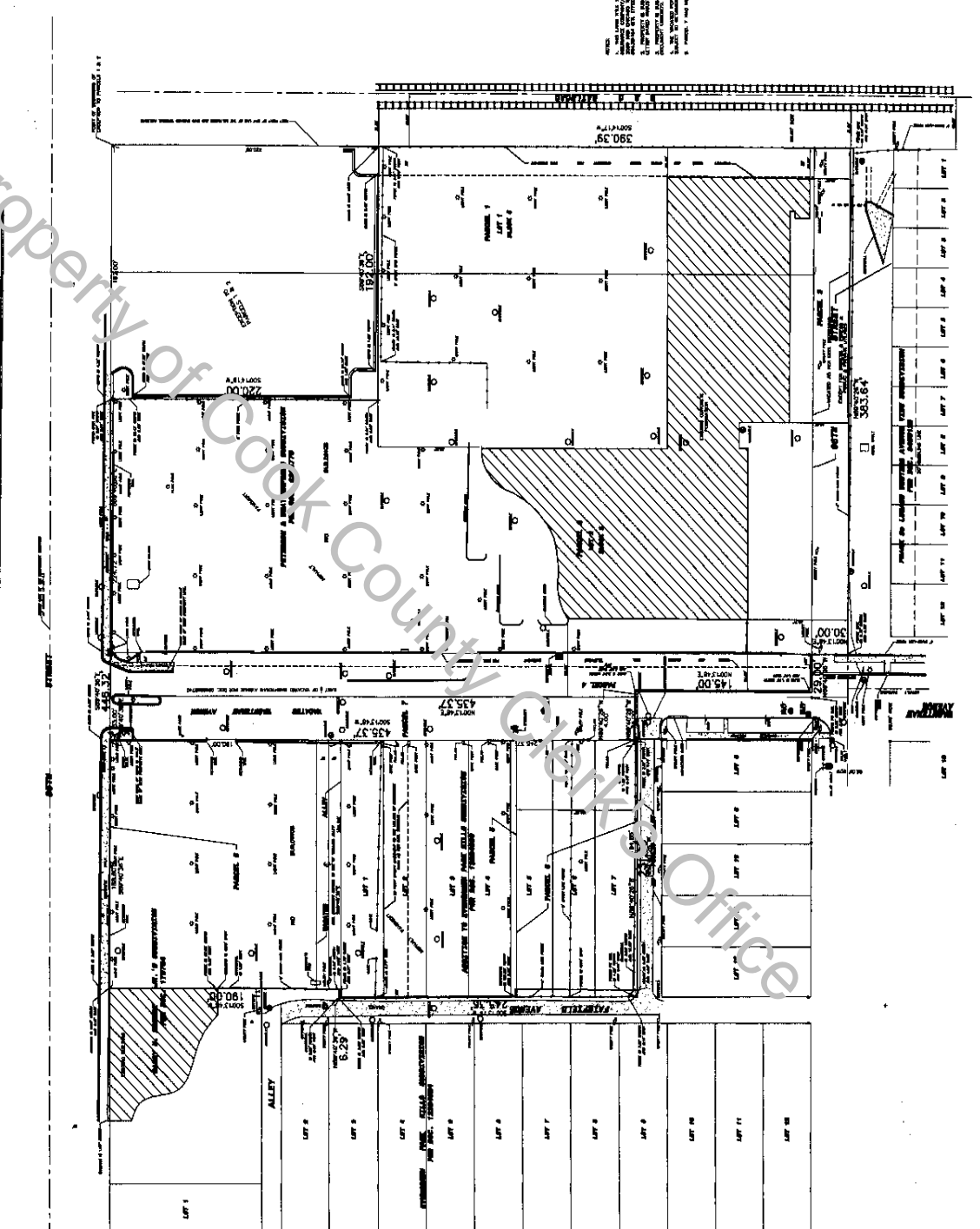
THESE PLANS HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF ILLINOIS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THESE PLANS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THESE PLANS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THESE PLANS.



ALTA/ACSM LAND TITLE SURVEY

THIS SURVEY WAS MADE FOR THE PURPOSE OF DIVIDING THE LAND DESCRIBED IN PARAGRAPHS 1 AND 2 INTO THE LOTS AND ALLEYS SHOWN ON THESE PLANS. THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF ILLINOIS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THESE PLANS.

THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF ILLINOIS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THESE PLANS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THESE PLANS.



Lot No.	Area (Sqr. Ft.)	Area (Sqr. Yds.)
1	10,000	227.37
2	10,000	227.37
3	10,000	227.37
4	10,000	227.37
5	10,000	227.37
6	10,000	227.37
7	10,000	227.37
8	10,000	227.37
9	10,000	227.37
10	10,000	227.37
11	10,000	227.37
12	10,000	227.37

Scale: 1" = 20' Date: 10/1/2020
Drawing No: 2020-001

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LEGAL DESCRIPTION FOR PROPERTY INDEX NUMBERS:

P.I.N. 24-12-201-017
 P.I.N. 24-12-201-018
 P.I.N. 24-12-201-019
 P.I.N. 24-12-201-020
 P.I.N. 24-12-201-030
 P.I.N. 24-12-201-032
 P.I.N. 24-12-201-033
 P.I.N. 24-12-201-034
 P.I.N. 24-12-201-035
 P.I.N. 24-12-202-002

PARCEL 1:

THE EASTERLY 100 FEET OF BLOCK 4 IN HONORE'S SUBDIVISION OF THE NORTH $\frac{1}{4}$ OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ AND THE NORTH $\frac{3}{8}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PARCEL IS ALSO KNOWN AS LOT 1 IN BLOCK 5 IN PETERSON AND WEATHERFORDS SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 TOGETHER WITH VACATED STREETS BETWEEN BLOCKS 1, 2 AND 3 AND THE VACATED EAST 14 FEET OF STREET ADJOINING BLOCK 4 ON THE WEST IN HARRY H. HONORE JR. SUBDIVISION OF THE NORTH $\frac{1}{4}$ OF EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ AND THE NORTH $\frac{3}{8}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN BLOCK 5 IN PETERSON AND WEATHERFORDS SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 TOGETHER WITH VACATED STREETS BETWEEN LOTS 1, 2 AND 3 AND THE VACATED EAST 14 FEET OF STREET AND ADJOINING BLOCK 4 ON THE WEST IN HARRY H. HONORE JR. SUBDIVISION OF THE NORTH $\frac{1}{4}$ OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ AND THE NORTH $\frac{3}{8}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART OF PARCELS 1 AND 2 (TAKEN AS A TRACT) DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 95TH STREET (U.S. ROUTE NUMBERS 12 AND 20) WITH THE WEST RIGHT OF WAY LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 1, ALSO BEING SAID BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD WEST RIGHT OF WAY LINE, A DISTANCE OF 220.00 FEET; THENCE WESTERLY 90 DEGREES 29 MINUTES 22 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, ALONG A LINE PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF 95TH STREET A DISTANCE OF 192.00 FEET; THENCE NORTHERLY 89 DEGREES 30 MINUTES 38 SECONDS TO RIGHT OF THE LAST DESCRIBED COURSE EXTENDED ALONG A LINE PARALLEL WITH SAID WEST LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD, A DISTANCE OF 220.00 FEET, TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF 95TH STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 192.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 30 FEET OF VACATED 96TH STREET LYING SOUTH OF AND ADJOINING PARCELS 1 AND 2 AS VACATED BY THE ORDINANCE RECORDED NOVEMBER 19, 1987 AS DOCUMENT NUMBER 87621848, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

THE EAST $\frac{1}{2}$ OF VACATED WASHTENAW AVENUE LYING WEST OF AND ADJOINING PARCEL 2, AS VACATED BY THE ORDINANCE RECORDED JULY 30, 2001 AS DOCUMENT NUMBER 0010685740, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE EAST 188.60 FEET OF THE NORTH 170 FEET OF THE EAST $\frac{1}{4}$ OF BLOCK 5 IN HARRY H. HONORE JR.'S SUBDIVISION OF THE NORTH $\frac{1}{4}$ OF THE EAST $\frac{1}{2}$ AND THE NORTH $\frac{3}{8}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 1, 2, 3, 4 AND 5 (EXCEPT FROM SAID LOT 5 THAT PART THEREOF LYING SOUTH OF A LINE 100 NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 7) ALL IN ADDITION TO EVERGREEN PARK HILLS A SUBDIVISION OF THE EAST $\frac{1}{2}$ (EXCEPT THE NORTH 170 FEET THEREOF) OF BLOCK 5 IN HARRY H. HONORE JR.'S SUBDIVISION AFORESAID.

ALSO

THAT PART OF THE 20 FOOT VACATED EAST AND WEST ALLEY ADJOINING TO THE NORTH LINE OF LOT 1 AFORESAID LYING EAST OF THE WEST LINE OF THE EAST 188.60 FEET OF BLOCK 5 AFORESAID AND WEST OF THE WEST RIGHT OF WAY LINE OF THE 66 FEET WASHTENAW AVENUE ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF LOTS 5, 6 AND 7 LYING SOUTH OF A LINE WHICH IS 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 7, ALL IN ADDITION TO EVERGREEN PARK HILLS, A SUBDIVISION OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ (EXCEPT THE NORTH 170 FEET THEREOF) OF BLOCK 5 IN HARRY H. HONORE JR.'S SUBDIVISION OF THE NORTH $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ AND THE NORTH $\frac{3}{8}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF VACATED WASHTENAW AVENUE LYING EAST OF THE NORTH 180 FEET (INCLUDING THAT PART OF THE VACATED ALLEY) IN HARRY H. HONORE JR.'S SUBDIVISION OF THE NORTH $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ AND THE NORTH $\frac{3}{8}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 12; THAT PART OF VACATED WASHTENAW AVENUE LYING EAST OF LOTS 1 THRU 7 INCLUSIVE, IN ADDITION TO EVERGREEN PARK HILLS; AND THAT PART OF WASHTENAW AVENUE LYING EAST OF AND ADJACENT TO LOT 8 AND THE PUBLIC ALLEY NORTH OF LOT 8 (EXCEPT THE WEST 37 FEET) IN ADDITION TO EVERGREEN PARK HILLS, A SUBDIVISION OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ (EXCEPT THE NORTH 170 FEET THEREOF) IN BLOCK 5 OF HARRY H. HONORE JR.'S SUBDIVISION, ALL LOCATED IN THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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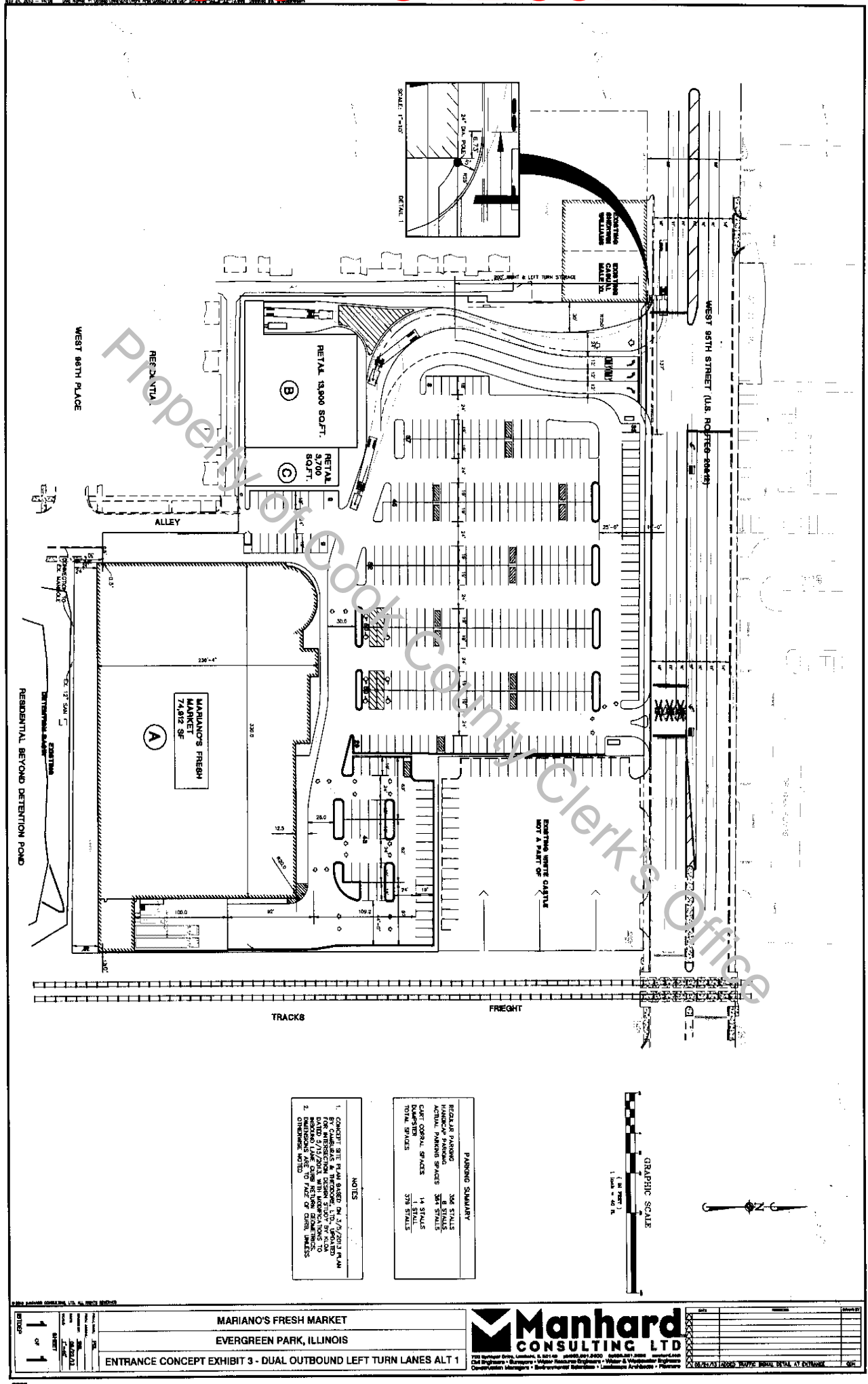
EXHIBIT B

SITE PLAN FOR PROJECT IMPROVEMENTS

Property of Cook County Clerk's Office



UNOFFICIAL COPY

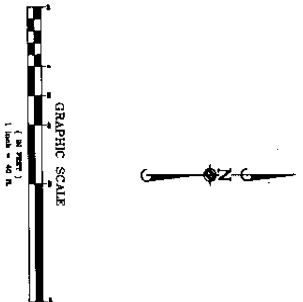


NOTES

1. CONCEPT SITE PLAN BASED ON 2017/2018 PLAN FOR INTERSECTION DESIGN STUDY BY AECOM. HIGHLIGHTED LANE CHANG RETURN SCHEMES. 2. SITEWORKS ARE TO PLACE OF CURB (IMMEDIATELY ADJACENT TO DETENTION FORD).

PARKING SUMMARY

REGULAR PARKING	306 STALLS
HANDICAP PARKING	8 STALLS
ACTUAL PARKING SPACES	314 STALLS
CART CORRAL SPACES	14 STALLS
LOADING UNITS GARAGE	376 STALLS
TOTAL SPACES	694 STALLS



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MARIANO'S FRESH MARKET	
EVERGREEN PARK, ILLINOIS	
ENTRANCE CONCEPT EXHIBIT 3 - DUAL OUTBOUND LEFT TURN LANES ALT 1	
DATE: 08/24/2018	SCALE: 1" = 50'
DRAWN BY: [Name]	CHECKED BY: [Name]
DATE: [Date]	DATE: [Date]

Manhard CONSULTING LTD

2nd Engineer • Surveyor • Water Resources Engineer • Water & Wastewater Engineer
 Civil Engineer • Landscape Architect • Environmental Engineer • Transportation Engineer
 Construction Manager • Environmental Scientist • Landscape Architect • Planner

NO.	REVISION	DATE

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EXHIBIT C

TRAFFIC SIGNAL IMPROVEMENTS

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ELEMENTS CONTROLLING DESIGN
 HIGHWAY DESIGN CLASSIFICATION: US RTE 12-20 (RTH STA) - OTHER PRINCIPAL ARTERIAL
 MAINWAY'S ENT. - COMMERCIAL ENTRANCE
 STA: YES X NO X
 50% YES X NO X

1. AVERAGE DAILY TRAFFIC (ADT) DATA: EXISTING 24800 (2022) DESIGN 33000 (2040)
 MAINWAY'S ENT. 12500 (2023) DESIGN 15000 (2040)
 2. US RTE 12-20 (RTH STA) IS THE PREFERENCE ROUTE
 3. ANTICIPATED YEAR OF CONSTRUCTION 2033 DESIGN YEAR 2040
 4. TRAFFIC CONTROL TO BE FULL-CYCLE SIGNAL PHASING MET-1
 5. DESIGN VEHICLE MIX: 10% TRUCKS, 90% PASSENGER CARS
 6. DESIGN VEHICLE MIX: 10% TRUCKS, 90% PASSENGER CARS
 7. DESIGN SPEED: 35 MPH (US RTE 12-20) POSTED SPEED: 30 MPH (US RTE 12-20)
 8. DESIGN SPEED: 30 MPH (MAINWAY'S ENT.)

GENERAL NOTES

- PROFILES AND/OR NOT PROVIDED, SINCE APPROACH GRADIENTS ARE C-12.
- TYPE B-SIZE CURB AND GUTTER TO BE USED ON OUTER EDGES OF PAVEMENT.
- ALL DIMENSIONS ARE SHOWN E-E OF PAVEMENT UNLESS OTHERWISE NOTED.
- INTERSECTION SHALL BE A % LOCATION, YEAR
- FROM JACKSON AVENUE TO SECTION AERIAL
- DISABILITIES ACT IN COMPLIANCE WITH THE AMERICAN
- EXPECTED PEAK TRAFFIC VOLUME: 50 PER HOUR
- ALL ENTRANCES AS SHOWN/NOT SHOWN IN COMPLIANCE WITH DOT POLICIES ON ACCESS TO STATE HIGHWAYS.
- NOTED EXCEPTIONS TO THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS IN COMPLIANCE WITH DOT POLICIES ON ACCESS TO STATE HIGHWAYS.
- DESIGN EXCEPTIONS: REDUCED TAPER, REDUCED STORAGE, REDUCED SIDEWALK, REDUCED SIDEWALK, REDUCED SIDEWALK.
- DESIGN EXCEPTIONS: REDUCED TAPER, REDUCED STORAGE, REDUCED SIDEWALK, REDUCED SIDEWALK, REDUCED SIDEWALK.

CAPACITY ANALYSIS

SIGNALIZED INTERSECTION
 PROGRAM NAME: KSS 2019
 VERSION: 8.1.1
 AREA: CRO (CIRCLE ONE)
 SIGNAL TYPE: ACTUATED (OTHER)
 C - SIGNAL CYCLE: 120 SEC AM, 120 SEC PM, 120 SEC SAT
 ZAVC: 120 SEC AM, 120 SEC PM, 120 SEC SAT
 ZAVC: 120 SEC AM, 120 SEC PM, 120 SEC SAT



MOVEMENT	LN	PH	BASE SAT	V/S	USED CAP	V/C DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY
A.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
P.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
SAT.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8

MOVEMENT	LN	PH	BASE SAT	V/S	USED CAP	V/C DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY
A.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
P.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
SAT.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8

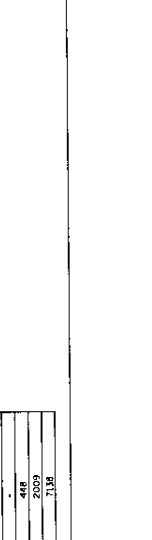
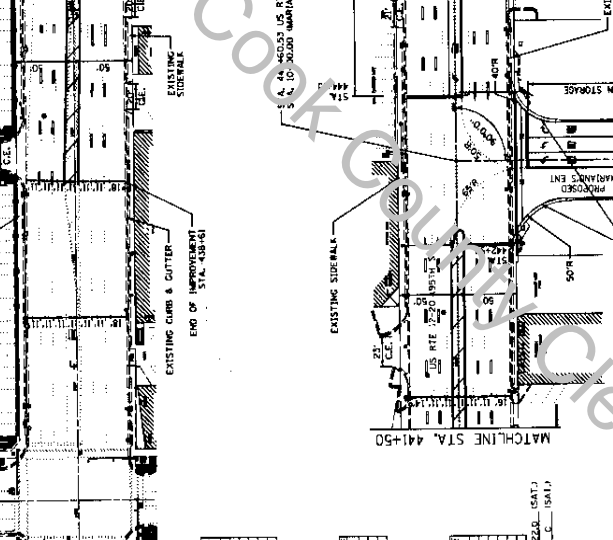
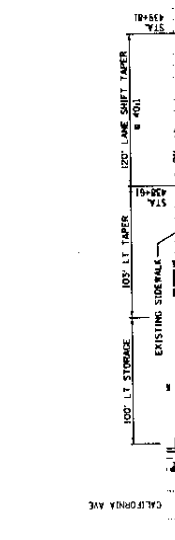
MOVEMENT	LN	PH	BASE SAT	V/S	USED CAP	V/C DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY
A.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
P.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
SAT.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8

MOVEMENT	LN	PH	BASE SAT	V/S	USED CAP	V/C DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY
A.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
P.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
SAT.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8

MOVEMENT	LN	PH	BASE SAT	V/S	USED CAP	V/C DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY
A.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
P.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
SAT.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8

APPROACH	RTM MAN.	HOURLY TRAFFIC
A. (NORTH)	448	448
B. (EAST)	2009	2009
C. (WEST)	2009	2009
D. (SOUTH)	2130	2130

INTERSECTION DESIGN STUDY
 DRAWING NO. _____
 PROJECT # 24-07
 US RTE 12-20 (RTH STA) S7
 PROJECT WITH: MARTIN'S ENT
 SCALE: 1" = 50'
 COUNTY: COOK
 REV. NO. _____
 PROJECT MANAGER: LARRY R. ARONIA, P.E.
 PROJECT ENGINEER: TONY C. MICKET, P.E.
 DATE: 08/15/23
 INITIAL: SUBMITTAL
 DDD COMMENTS: _____
 CADD FILE NAME: US RTE 12-20 (RTH STA) S7
 REF FILE NAME: _____



TRAFFIC DATA

MOVEMENT	YEAR 2020	PERCENT TRAFFIC	ESTIMATED TRAFFIC IMPEDANCE BY 2040	30% PM	30% SAT
AB	100	22	100	100	100
AD	100	22	100	100	100
BC	100	22	100	100	100
BD	100	22	100	100	100
CD	100	22	100	100	100
CA	100	22	100	100	100
CC	100	22	100	100	100
DC	100	22	100	100	100
TOTAL A	100	22	100	100	100
TOTAL B	100	22	100	100	100
TOTAL C	100	22	100	100	100
TOTAL D	100	22	100	100	100
TOTAL	100	22	100	100	100

MOVEMENT	LN	PH	BASE SAT	V/S	USED CAP	V/C DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY
A.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
P.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
SAT.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8

MOVEMENT	LN	PH	BASE SAT	V/S	USED CAP	V/C DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY
A.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
P.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
SAT.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8

MOVEMENT	LN	PH	BASE SAT	V/S	USED CAP	V/C DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY
A.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
P.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
SAT.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8

MOVEMENT	LN	PH	BASE SAT	V/S	USED CAP	V/C DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY
A.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
P.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
SAT.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8

MOVEMENT	LN	PH	BASE SAT	V/S	USED CAP	V/C DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY
A.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
P.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
SAT.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8

MOVEMENT	LN	PH	BASE SAT	V/S	USED CAP	V/C DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY	OS DELAY
A.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
P.M.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8
SAT.	1	PH	100	0.85	100	1.8	1.8	1.8	1.8	1.8	1.8

APPROACH	RTM MAN.	HOURLY TRAFFIC
A. (NORTH)	448	448
B. (EAST)	2009	2009
C. (WEST)	2009	2009
D. (SOUTH)	2130	2130

DATE: 08/15/23
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: US RTE 12-20 (RTH STA) S7
 SHEET: 1 OF 2

UNOFFICIAL COPY

EXHIBIT D

ESTOPPEL CERTIFICATE

Re: Economic Development Agreement dated _____, 2013 between 95th and Western, LLC and the Village of Evergreen Park, IL (the "Agreement")

To whom it may concern:

The undersigned is a Party to the Agreement and has the power and authority to be such and on behalf of its successors and assigns (if any), does certify and affirm in connection with the Agreement, the following:

1. The Agreement, a full and complete copy of which is attached hereto as Exhibit A, is in full force and effect and except as specifically set forth above or below, the Agreement has not been modified or amended.

2. Except as specifically set forth below, the undersigned has made no claim, nor asserts or is at this time entitled to any claim for reimbursement, indemnity or defense under the Agreement.

3. To the best knowledge and belief of the undersigned, the other Party to the Agreement is not in default under any of the terms or provisions of the Agreement.

4. The "Effective Date" under the Agreement is _____. The "Closing Date" under the Agreement is _____ [or has not yet occurred]. The Agreement terminates on _____. "Opening Day" (as that term is defined in the Agreement) was _____ [or has not yet occurred].

5. The current address for notices to the undersigned under the Agreement is as specified in the Agreement and has not changed.

EXECUTED this _____ day of _____, 20_____.

By: _____

Title: _____