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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/01/2015 11:50 AM Pg: 1 of 122

ABOVE RESERVED FOR RECORDER'S STAMP

ORDINANCE NO. 15-35 VILLAGE OF BRIDGEVIEW

AN ORDINANCE OF THE VILLAGE OF BRIDGEVIEW APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF BRIDGEVIEW AND PILOT TRAVEL CENTERS, LLC FOR THE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF 75TH STREET AND HARLEM AVENUE.

Permanent Index Numbers: 19-30-300-029-0000 (Affects Land and other property)
19-30-300-011-0000 (Affects Land and other property)

Address: Vacant Land at the Southeast Corner of 75th Street and South Harlem Avenue,
Bridgeview, Illinois 60455

First American Title Co. NCS716109 3084 PP

Property of Cook County Clerk's Office

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ORDINANCE NO. 15-35

AN ORDINANCE OF THE VILLAGE OF BRIDGEVIEW APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF BRIDGEVIEW AND PILOT TRAVEL CENTERS, LLC FOR THE PROPERTY LOCATED AT SOUTHEAST CORNER OF 75TH STREET AND HARLEM AVENUE

WHEREAS, the Village of Bridgeview (the "Village") is a home rule municipality duly existing under the Constitution of the State of Illinois;

WHEREAS, the Village has proposed to establish a tax incremental financing district for an area of land located at 75th and Harlem Avenue, Bridgeview, Illinois, tentatively identified as the Bridgeview Court Redevelopment Project Area (the "TIF District"), pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) (the "TIF Act");

WHEREAS, the Village is the owner of approximately 6.5 acres of real property (the "Property"), located at 75th Street and Harlem Avenue, which is undeveloped and which will be located within the boundaries of the TIF District;

WHEREAS, Pilot Travel Centers, LLC (the "Developer"), proposes to purchase the Property and redevelop the same with a fuel center and convenience store, featuring a 9,000 square foot principal building, as well as fourteen fueling positions for automobiles and seven fueling positions for commercial diesel vehicles (the "Project");

WHEREAS, the Village has the authority under its home rule powers and pursuant to §11-74.4-4 of the TIF Act to sell real property and to enter into redevelopment agreements with owners and developers to effectuate the purposes of a redevelopment plan and project, including creating new job opportunities, increasing commerce, increasing the tax base, eradication of blighting conditions, and using tax increment allocation financing for economic redevelopment;

WHEREAS, the Property has not been subject to growth and development through investment by private enterprise, and said growth and development cannot be reasonably anticipated to occur without economic incentives;

WHEREAS, the Project will be consistent, in accordance with, and will further the objectives of the proposed Redevelopment Plan and Project for the TIF District;

WHEREAS, the Village hereby finds: (a) the Property has remained vacant for over one year; (b) the Project is expected to create job opportunities within the Village; (c) the Project will serve to further the development of adjacent areas; (d) without the incentives offered the Project would not commence; (e) the Developer meets high standards of credit worthiness and financial strength by demonstrating that the Developer has at least 10% of the equity required for the Project; (f) the Project will strengthen the commercial sector of the Village; (g) the

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Project will enhance the tax base of the Village; and (g) the agreement to provide incentives is made in the best interests of the Village;

WHEREAS, the Village deems it necessary, desirable and in its best interest to enter into a redevelopment agreement with the Developer to establish the terms and conditions of the Property's development and use; and

WHEREAS, the Developer has agreed to develop the Property in a manner that is consistent and in accordance with Applicable Law and the redevelopment agreement.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Bridgeview, Illinois as follows:

Section 1

The recitals set forth above are incorporated herein by reference the same as if they were set forth herein verbatim and they are adopted as the findings of the corporate authorities of the Village.

Section 2

That the redevelopment agreement by and between the Village of Bridgeview and Pilot Travel Centers, LLC, which shall be in substantially the same form as attached hereto and made a part of this ordinance by reference, is approved.

Section 3

The Mayor and Village Clerk are authorized and directed to execute the redevelopment agreement, and to do all things necessary and essential to carry out and effectuate the purposes thereof, including the execution of such other documents or instruments referenced therein, with such changes as may be deemed necessary or desirable by the Village Attorney.

Section 4

If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

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Section 5

All statutes of the State of Illinois or any parts thereof which are in conflict with the provisions of this ordinance are hereby superseded by this ordinance enacted under the home rule power of the Village.

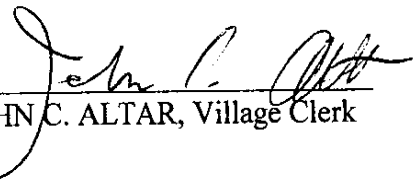
Section 6

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

Section 7

This ordinance shall be immediately in full force and effect after passage and approval as provided by law.

This ordinance was passed and deposited in the office of the Village Clerk of the Village of Bridgeview this 21st day of September, 2015.


JOHN C. ALTAR, Village Clerk

APPROVED by me the 21st day
of September, 2015.


STEVEN M. LANDEK, Mayor



Office

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REDEVELOPMENT AGREEMENT

by and between

VILLAGE OF BRIDGEVIEW, ILLINOIS,
an Illinois Municipal Corporation

and

PILOT TRAVEL CENTERS LLC,
a Delaware Limited Liability Company

Prepared By/Return to:

Joseph Cainkar
Louis F. Cainkar, Ltd.
30 North LaSalle, Suite 3922
Chicago, IL 60602
312.236.3985

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A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF BRIDGEVIEW AND PILOT TRAVEL CENTERS LLC FOR THE REDEVELOPMENT OF 6.5 +/- ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF 75TH STREET AND HARLEM AVENUE, BRIDGEVIEW, ILLINOIS, IN FURTHERANCE OF THE BRIDGEVIEW COURT TIF DISTRICT NO. 3 REDEVELOPMENT PLAN AND PROJECT

THIS REDEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into as of September 21, 2015 (the "Effective Date"), but actually executed by each of the undersigned parties on the date set forth beneath the respective signatures of their duly authorized officers below, by and between the Village of Bridgeview, an Illinois municipal corporation (the "Village"), and Pilot Travel Centers LLC, a Delaware limited liability company (the "Developer") (collectively, the "Parties").

WHEREAS, the Village is a home rule unit of government and pursuant to the provisions of Article VII, Section 5(a) of the Constitution of the State of Illinois and may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, this Agreement relates to the proposed development of a parcel of land ("Developer Property") that is depicted on an ALTA survey for the property, attached hereto and incorporated herein by reference as "Exhibit A-1," legally described in "Exhibit A-2," which is commonly known as the southeast corner of 75th Street & Harlem Avenue in Bridgeview, Illinois, The Property is located at a signalized intersection along the busiest thoroughfare in the Village and comprises 6.528 acres of land, certain parcels of which have been vacant for over a year or are improved with buildings that that have been unoccupied for over a year as described more particularly in the definition of "Developer Property" in Article 1 below;

WHEREAS, the Developer desires to redevelop a portion of the Property for a fuel center and convenience store, featuring a 8,800 square foot principal building, as well as fourteen (14) fueling positions for automobiles and seven (7) fueling positions for commercial diesel vehicles. The redevelopment would increase sales and real estate taxes derived from the Property, and, through designs and roadway improvements intended to mitigate the anticipated increased of traffic from the redevelopment, would improve existing traffic patterns on Harlem Avenue;

WHEREAS, the Project is permitted as a matter of right on the Property;

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WHEREAS, the Developer has entered into a contract to purchase the Property and intends to develop and operate a convenience store and fueling center defined below as the "Retail Project" on the Property;

WHEREAS, the Village has proposed to implement tax increment financing to effectuate a Redevelopment Plan and Project (the "Redevelopment Plan") for an area of land identified as the Bridgeview Court TIF District No. 3 Redevelopment Project Area (the "TIF District"), and tentatively depicted in "Exhibit B" hereto, pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) (the "TIF Act");

WHEREAS, pursuant to Section 8-11-20 of the Illinois Municipal Code, 65 ILCS 5/8-11-20, the Village may enter into economic incentive agreements relating to the redevelopment of land within the village's corporate limits. Under such a redevelopment agreement, the Village is authorized to distribute a portion of any retailer's occupation taxes received by the Village pursuant to the Illinois Retailers' Occupation Tax Act (35 ILCS 120/1 *et seq.*) were generated by such development or redevelopment over a finite period of time;

WHEREAS, prior to entering into this Agreement, the Village has made the following findings required by Section 8-11-20 of the Illinois Municipal Code with respect to the Property and the Project:

1. The undeveloped parcels comprising the Property have remained vacant for over one (1) year; and the improved parcels comprising the Property have buildings that have been either significantly unoccupied for one (1) year;
2. The Project is expected to create job opportunities within the Village;
3. The Project will serve to further the development of adjacent areas;
4. Without this Agreement the Project would not be possible;
5. The Developer meets high standards of credit worthiness and financial strength by demonstrating that Developer has at least 10% of the equity required for the Project;
6. The Project will strengthen the commercial sector of the Village;
7. The Project will enhance the tax base of the Village; and
8. The agreement is made in the best interests of the Village.

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WHEREAS, the Developer has demonstrated to the Village that it has the knowledge, experience and expertise in the development of quick service restaurants, convenience stores and fuel centers; however, in the case of the Developer Property, it has advised the Village that due to the extraordinary costs required for the development of the Developer Property including extensive site preparation and off-site improvements, the Developer is unable to proceed with the redevelopment of the Developer Property without financial assistance from the Village;

WHEREAS, the Village accordingly has determined that it is desirable and in the Village's interests to assist Developer in the manner set forth herein and as this Agreement may be supplemented and amended, if and when agreed to by both Parties.

WHEREAS, the Village, in order to stimulate and induce development of the Property, has agreed to reimburse a portion of the Extraordinary Costs for the project (as defined in Article Two below) through sales tax revenue sharing, all in accordance with the terms and provisions of the Act and this Agreement. The Village has taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

WHEREAS, the Developer has taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all action of the Developer precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

WHEREAS, the Developer has entered into a Purchase and Sale Agreement, as amended (the "Purchase and Sale Agreement") to acquire the Developer Property from the Village at a cost of \$1,200,000 (the "Acquisition Cost"), and construct the Retail Project thereon in order to increase the tax revenue to the Village;

WHEREAS, the Developer has agreed to develop the Developer Property in a manner that is consistent and in accordance with this Agreement and Applicable Law; and

WHEREAS, the Parties acknowledge that their respective obligations under this Agreement are absolute and unconditional, except where specifically provided otherwise.

WHEREAS, it is necessary for the successful development and completion of the Project (as defined in Article Two below) that the Developer enter into this Agreement with the Village for sales tax revenue sharing and a TIF incentive. Developer represents and warrants that such economic assistance from the Village is necessary to undertake the Project and that without this Agreement, the Project would neither proceed nor be possible. The Village hereby acknowledges

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based on Developer's representation and warranty, that economic assistance from the Village is necessary to undertake the Project and that without this Agreement, the Project would neither proceed nor be possible.

NOW THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Developer hereby agree, covenant, represent and undertake as follows:

ARTICLE I IN GENERAL

Section 1.1. Incorporation of Recitals and Exhibits. The statements, representations, covenants and recitations set forth in the Recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.1. The Exhibits referred to in the Recitals and in this Agreement attached to or incorporated into it by textual reference are incorporated by reference into and made a part of this Agreement as though they were fully set forth in this Section 1.1. The Parties acknowledge the accuracy and validity of those exhibits except for those in a preliminary state or subject to final approval at a later date.

Section 1.2. General Definitions. Unless the context hereof clearly indicates otherwise, the capitalized words, terms and phrases defined in the recitals and preambles hereto and elsewhere herein shall have the same meanings for all purposes of this Agreement. In addition, in all cases the singular includes the plural, the plural includes the singular and a reference to any gender includes both genders and the neuter, as the case may be.

1.2.1. *Acquisition Cost* is defined in the Preambles.

1.2.2. *Agreement* is defined in the Preambles.

1.2.3. *Alternate Increment* means any tax increment generated from real estate located within the TIF District other than the Developer Property, or any tax increment generated in a contiguous redevelopment project area.

1.2.4. *Applicable Law* means any federal, state, county or local law, statute, ordinance, rules, regulations, orders and decrees of any courts or administrative bodies or tribunals, order or determination of any governmental authority, or any recorded restrictive covenant or deed restriction, that in any manner affects or governs the Developer Property, the Retail Project, the Retail Center, or the performance of the Agreement or Construction Contracts, including, but not

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limited to: the TIF Act, the Municipal Code of Bridgeview, the TIF Ordinances, the Redevelopment Plan, and the Zoning Ordinance.

1.2.5. *Bridgeview Home Rule Sales Tax* means the Home Rule Municipal Retailers' Occupation Tax and the Home Rule Municipal Service Occupation Tax as provided for in Article 11 of Chapter 5 of the Bridgeview Municipal Code.

1.2.6. *Bridgeview Vehicle Fuel Tax* means the tax imposed by and through the Bridgeview Vehicle Fuel Tax Ordinance (Article 16 of Chapter 5 of the Bridgeview Municipal Code), upon the privilege of purchasing or using in the Village, vehicle fuel purchased in a sale at retail.

1.2.7. *Burbank Vehicle Fuel Tax* means the tax imposed by and through the Burbank Vehicle Fuel Tax Ordinance (Article XI of Chapter 14 of the Burbank Municipal Code) upon the privilege of purchasing or using in Burbank, vehicle fuel purchased in a sale at retail.

1.2.8. *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 Retail Project or the ability of either 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, county 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 to perform this Agreement; or
- iv. The adoption, promulgation, modification or interpretation in 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).

1.2.9. *Closing* means the Village's transfer of title of the Developer Property to the Developer under and pursuant to the Purchase and Sale Agreement.

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- 1.2.10. *Closing Date* means the date of Closing.
- 1.2.11. *Construction Budget* means the construction budget furnished by the Developer setting forth the estimated costs to complete the Retail Project.
- 1.2.12. *Construction Contracts* means any contract or agreement for labor, materials, apparatus, fixtures or machinery and transportation with respect thereto, entered into by the Developer concerning the Retail Project or the Developer Property, and any similar contracts or agreements that may be entered into by any Contractors with other Contractors, irrespective of tier.
- 1.2.13. *Contractor* means any person performing Work on the Retail Project, employed or present on the Developer Property during construction, or selling materials or selling, leasing or delivering equipment to the Developer Property for the Retail Project including, without limitation, the general contractor, subcontractors, materialmen, or other Persons.
- 1.2.14. *Corporate Authorities* means the Mayor and Board of Trustees of the Village of Bridgeview.
- 1.2.15. *Developer* is defined in the Preambles.
- 1.2.16. *Developer Property* is defined in the Preambles.
- 1.2.17. *Developer Property Tax Increment* means the TIF Increment arising from the Developer Property.
- 1.2.18. *Effective Date* is defined in the Preambles.
- 1.2.19. *Eligible Costs* means any costs which qualify as redevelopment project costs under the TIF Act and the Redevelopment Plan, which are paid or incurred by the Developer in connection with and pursuant to the Retail Project, and which are not specifically excluded as an Eligible Cost under this Agreement.
- 1.2.20. *Opening Day* means the day on which the Retail Center is open for business to the general public as a going concern, as evidence by a certificate of occupancy issued by the Village.
- 1.2.21. *Parties* is defined in the Preambles.

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1.2.22. *Payment Period* means a four (4) month period commencing on January 1, May 1, and September 1 of each calendar year for the Term of this Agreement beginning on the first such period immediately following the issuance of a certificate of occupancy for the Retail Center and thereafter.

1.2.23. *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 Retail Project or the Developer Property, utility companies and insurance rating agencies which are or may be required for the planning, design, construction, completion, use and occupancy of the Retail Project, including licenses and other permits specific to the Developer's business.

1.2.24. *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.

1.2.25. *Purchase and Sale Agreement* is defined in the Preambles.

1.2.26. *Real Property Incentive* means payments from Developer Property Increment under and pursuant to Article IX of this Agreement and specifically excludes any incentives through a rebate of Sales Tax Revenue under this Agreement, whether or not deposited or held within the Special Tax Allocation Fund.

1.2.27. *Redevelopment Plan* is defined in the Preambles.

1.2.28. *Redevelopment Project Area* means the area to be designated as the Bridgeview Court TIF District No. 3, as depicted in "Exhibit B."

1.2.29. *Retail Center* means a fuel center and convenience store, featuring at least a 8,800 square foot principal building, as well as fourteen (14) fueling positions for automobiles and seven (7) fueling positions for commercial diesel vehicles.

1.2.30. *Retail Project* means site clearance, grading, excavation, and environmental remediation, and the construction and development of the Retail Center, and accessory areas and amenities thereto including, but not limited to, parking areas, walkways, drives, lighting, landscaping, and such other public and private improvements necessary therefore including water lines, sanitary sewers, storm water retention, and storm water sewers and improvements.

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1.2.31. *Sales Tax Revenue* means: (i) the total revenue from taxes, penalties and interest which are paid to the Village from the Local Government Tax Fund, as created by an Act of the Illinois General Assembly, 35 ILCS 120/3, as amended, on sales by retailers and servicemen on the Developer Property; (ii) all revenues from any taxes, penalties and interest which are paid to the Village from the Local Government Tax Fund or any other fund which are intended to replace the current payments to the Village from the Local Government Tax Fund on sales by retailers and servicemen on the Developer Property, as enacted by law or ordinance of the Village and of any governmental authority during the Term of this Agreement; and (iii) the total revenue from taxes, penalties and interest which are paid to the Village by reason of the Bridgeview Home Rule Sales Tax on sales by retailers and servicemen on the Developer Property.

1.2.32. *Special Tax Allocation Fund* means the fund in which Developer Property Tax Increment will be deposited.

1.2.33. *Substantial Completion* means the completion of the Retail Project to the extent that the Developer, Developer's designee, or Contractors deliver their certificates to the Village stating that the Work has been substantially completed in accordance with the Agreement and the Construction Contracts subject only to "punch list"-type items for Work which may be completed within ninety (90) calendar days of the date of such certificates or later to the extent such items require outdoor work and such 90-day period involves a portion of any period December 1 to March 30 (the "Freeze Period") in which event such 90-day period for such work shall be extended to a date after the Freeze Period that such work can reasonably be completed, and which punch list items in no way materially interfere with the use, operation and occupancy of the Retail Center.

1.2.34. *TIF Act* is defined in the Preambles.

1.2.35. *TIF District* is defined in the Preambles.

1.2.36. *TIF Increment* means the *ad valorem* taxes, if any, arising from the tax levies upon taxable real property in the Redevelopment Project Area by all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of the real property in the Redevelopment Project Area over and above the Total Equalized Assessed Valuation Base.

1.2.37. *TIF Ordinances* means the ordinances: (i) approving the Bridgeview Court TIF District No. 3 Tax Increment Redevelopment Plan and Project; (ii) designating the Bridgeview Court TIF District No. 3 Tax Increment Redevelopment Project Area; and (iii) adopting Tax Increment Allocation Financing for the Bridgeview Court TIF District No. 3 Redevelopment Project Area.

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1.2.38. *Total Equalized Assessed Valuation Base* means the equalized assessed valuation for all real property within the Redevelopment Project Area as certified by the Cook County Clerk as the base for the Redevelopment Project Area.

1.2.39. *Uncontrollable Circumstances or Uncontrollable Events* 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, 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 acts of God, but shall not include adverse but non-severe weather conditions to the extent normally encountered other than exterior construction obligations for which customary winter weather and/or rain, lasting longer than five (5) days shall be considered an Uncontrollable Event to the extent of those exterior construction activities only;
 - 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. Unreasonable delay in the issuance of building or other Permits or approvals by the Village or the Village's consultants or other governmental authority having jurisdiction, unrelated in all material respects to the merits, sufficiency, and completeness of the application therefore, 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

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customary practice of the Village be construed as an “unreasonable delay” in the issuance of a Permit or approval;

f. Vandalism; or

g. Terrorist acts;

and excludes the following events:

h. Economic hardship;

i. Shortage or unavailability of materials unless there is no reasonable substitute;

j. Geo-technical or environmental conditions existing on the Developer Property as of the Closing Date of this Agreement, if the Developer has actual knowledge of such conditions on said date, and the full extent of any work required in connection therewith;

k. Acts, events or other matters arising out of violations by the Developer of any environmental laws with respect to or the discharge by the Developer of any hazardous substances on the Developer Property;

l. 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

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

For each day that the Village or the Developer is delayed by an Uncontrollable Circumstance or Uncontrollable Event, the dates set forth in this Agreement shall be extended by one (1) day.

1.2.40. *Village* is defined in the Preambles.

1.2.41. *Village Expenses* means any and all reasonable costs, fees and expenses incurred by the Village as a result of staff time and professional and technical consultant services of whatever kind or nature directly related to the Retail Project or the Developer Property, including without limitation all legal, engineering, design/planning review, administration costs and

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expenses associated with the review, processing, negotiation, and development of documentation and data, plans, specifications, drawings and other information pertaining to the Retail Project or the Developer Property, the negotiation of agreements, management and supervision of the implementation and development of the Retail Project and the Developer Property, and any costs and expenses associated with municipal financing of the Retail Project and the Developer Property.

1.2.42. *Work* means all labor and services of whatever kind or nature in any manner related to or arising out of the development of the Retail Project on the Developer Property.

1.2.43. *Zoning Ordinance* means the Bridgeview Zoning Ordinance.

Section 1.3. Certain Phrases. The words "hereof", "herein", "hereunder", "hereto" and other words of similar import refer to this Agreement as a whole and not solely to the particular portion thereof in which any such word is used.

Section 1.4. Subdivisions. References to sections and other subdivisions of this Agreement are to the designated sections and other subdivisions of this Agreement as originally executed.

Section 1.5. Headings. The headings of this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

ARTICLE II

RETAIL PROJECT INITIATION

Section 2.1. Final Plans. The Village hereby approves the final site plan, final engineering plans and architectural plans for the Retail Center to be constructed by Developer on the Developer Property, the first pages of which are attached hereto as "Group Exhibit C."

Section 2.2. Plat of Subdivision. The Developer has prepared a final plat of subdivision that subdivides all of the Developer Property into one lot and subdivides all of the property owned by the Burbank Park District adjacent thereto into one lot attached hereto as "Exhibit D." The Village shall approve the final plat of subdivision provided the same complies with Applicable Law, this Agreement, and are substantially consistent with the Village approved documents referenced in Section 2.1 of this Agreement.

Section 2.3. Construction Budget and Schedule. No later than thirty (30) days following the Effective Date, the Developer shall submit a Construction Budget and schedule, prepared by the architect or architectural firm that prepared the architectural plans and/or the civil engineer or civil engineering firm that prepared the final engineering plans, setting forth the total estimated cost to complete the Retail Project, as well as a schedule detailing the time for

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Substantial Completion of the Retail Project. The Construction Budget and schedule shall, in addition to identifying the total cost and schedule, identify the estimated cost of construction for each phase of the Retail Project, including the estimated costs of labor, materials, and furnishings.

ARTICLE III PURCHASE AND SALE AGREEMENT

Section 3.1. In General. The Village and JSB Acquisitions, LLC, have entered into the Purchase and Sale Agreement, as attached hereto as “**Exhibit E,**” that has been assigned to the Developer for the acquisition of certain property owned by the Village, as amended by the Parties through a First Amendment to Purchase and Sale Agreement dated September 2, 2015, attached hereto as “**Exhibit F**” (collectively, “Purchase and Sale Agreement”), both of which are hereby ratified and approved by the Village. To the extent there is any difference, the Purchase and Sale Agreement is hereby amended to reflect the legal description attached hereto as “**Exhibit A-2.**”

Section 3.2. Assignment. JSB Acquisitions, LLC, has assigned its right, title and interest in the Purchase and Sale Agreement to the Developer, which has agreed to be bound to said Purchase and Sale Agreement to the same degree and manner as JSB Acquisitions, LLC. A copy of the executed assignment is attached hereto as “**Exhibit G,**” and is hereby approved by the Village.

Section 3.3. Provisions Deleted. The Village and the Developer hereby agree to alter, change, and amend the Purchase and Sale Agreement by removing, deleting, and repealing the following, which shall be of no force or effect from the Effective Date of this Agreement: (i) Section 10.1, from “Notwithstanding anything” through “survive the Closing”; (ii) Section 11, in its entirety; (iii) Section 13, in its entirety; and (iv) Section 14, in its entirety.

Section 3.4. Burbank Park District. Burbank Park District has approved, executed and placed in escrow a Grant of Non-Exclusive Storm Sewer Permanent Easement, a copy of which is attached hereto as “**Exhibit H,**” which is to be delivered to Developer at Closing in consideration of Developer’s payment of Thirty Thousand Dollars \$30,000.00. The Village’s obligations under the Purchase and Sale Agreement shall be contingent upon Developer delivering the funds in the amount specified to the Burbank Park District at closing.

Section 3.5. Termination. In the event the Purchase and Sale Agreement is terminated by the a non-defaulting Party due to the default of the other, the non-defaulting Party thereunder shall have the right and authority to terminate this Agreement, without providing further opportunity to cure to the defaulting Party under this Agreement or the Purchase and Sale Agreement, as may be applicable, and the non-defaulting Party shall thereafter be relieved of and released from all further liability hereunder.

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ARTICLE IV ZONING ACKNOWLEDGMENT

Section 4.1. Zoning Matters. The Village hereby acknowledges and certifies that: i) the current zoning of the Developer Property is within the "C" Commercial Zoning District; ii) by virtue of a text amendment adopted by the Village on April 15, 2015, and otherwise identified as Ordinance No. 15-06, the Retail Project, as presented to the Village, is permitted as a matter of right on the Developer Property; and iii) no further zoning relief (zoning changes, variances or special use permits) are necessary for the construction or operation of the Retail Project, the Retail Center, or the proposed uses on the Developer Property. The Developer promises, covenants and agrees to use the Developer Property for only those uses that are permitted by the Municipal Code of Bridgeview and the Bridgeview Zoning Ordinance.

ARTICLE V RETAIL PROJECT CONSTRUCTION

Section 5.1. Construction

5.1.1. The Developer shall not commence Work on the Developer Property for the Retail Project until after the Closing.

5.1.2. The Developer shall initiate, pursue and complete the Retail Project in conformance with all Village-approved applications, plats, final engineering plans, Permits, architectural renderings (collectively, "Developer Submissions"), this Agreement, and Applicable Law.

5.1.3. Minor changes to the Developer Submissions as determined by the Developer to be appropriate and necessary and which do not affect the documents previously approved by the Village in any substantial manner, as determined in the sole discretion of the Village's Engineer and Building Commissioner (the "Minor Plan Changes"), shall be allowed as follows: (i) a proposed modification shall be submitted to the Village Engineer and Building Commissioner for review; (ii) upon review of the modifications, if the Village Engineer and Building Commissioner conclude that the proposed revisions constitute Minor Plan Changes in the exercise of their reasonable discretion, the Village Engineer and Building Commissioner shall sign and adequately annotate the changes; (iii) the Developer shall submit copies of the annotated Minor Plan Changes in an amount required by the Village, which annotated copies shall become and shall become a part of Developer Submissions under this Agreement; and (iv) upon review of the proposed modifications, if the Village Engineer and Building Commissioner conclude that the proposed revisions do not constitute Minor Plan Changes but rather of a more significant nature, the Developer shall be so notified and instructed to apply for such other relief as may be necessary to obtain the requisite approval. Without limiting the aforementioned, no change shall constitute a

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Minor Plan Change which modifies documents in such a manner so as to omit, alter, or augment any portion of Developer Submissions that was material in the Village's approval of the same, or included or changed at the request of the Village during its prior review.

5.1.4. The Village agrees to pursue the recordation of the plat of subdivision in good faith and with due diligence upon approval. Permits may be issued for Work prior to the approval and recording of the plat of subdivision. However, Developer acknowledges that any such Work is done at its sole risk pending such approval and recording, and any Work non-compliant or in conflict with the final approved and recorded plat of subdivision shall be removed by Developer diligently hereafter.

Section 5.2.1. Permits. The Village shall promptly process and consider reasonable requests for Permits as shall be necessary or appropriate for the Retail Project in accordance with the Developer Submissions, provided that the Developer submits all petitions and applications for such Permits and pays all fees and costs required by Applicable Law. The Village shall respond to each request for a Permit no later than thirty (30) days of the submission of an application therefore. If the Village does not approve such application and issue such Permit in such period, it shall within such thirty (30) day period provide the Developer with detailed written instructions on the insufficiencies or errors in such application and why such Permit or certificate was not approved or issued. The foregoing shall apply to any supplementary, subsequent or amended permit application, request for certificate of occupancy or submittals by the Developer.

5.2.2. The Developer shall pay all normal, ordinary and customary fees and expenses chargeable including, without limitation, engineering review, attorney review, and permit fees for any and all Permits required in connection with the Retail Project.

5.2.3. No construction, improvement, or development of any kind shall be permitted on the Developer Property unless and until the Developer has received all requisite Permits as shall be necessary or appropriate to initiate, pursue and complete the Retail Project.

5.2.4. In the case of Excavation Permits, the Village shall issue the same no later than fourteen (14) days after submission to the Village.

5.2.5. The Village may withhold or issue stop work orders with respect to any Permit if the Developer has failed or refused to comply in all material aspects with this Agreement, Developer Submissions, or Applicable Law.

Section 5.3. Developer Maintenance and Bond. The Developer agrees that it shall repair and, if necessary, reconstruct, at its sole cost and expense, any drives, ways, roads, parking areas, sidewalks, curbs, sidewalks, landscaping, or other property of the Village or others damaged by the Developer or its Contractors during or as a result of the development of the Retail Project,

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to at least the condition in which it existed prior thereto. The Developer shall post such bond as required by the Municipal Code of Bridgeview.

Section 5.4. Contractors. It is expressly agreed and understood by the Developer that the terms of this Agreement shall be binding and applicable to all Contractors working on the Developer Property and the Retail Project. The Developer shall ensure that each Contractor is aware of the obligations imposed under this Agreement and shall take such measures to ensure each Contractor complies herewith at all times. The Developer will be liable for non-compliance with applicable provisions of this Agreement by such Contractors and further, it will promptly notify the Village in the event any Contractor fails or refuses to comply herewith. It is expressly agreed and understood that in the event of a breach of the provisions of this Agreement by any Contractor, the Village will look solely to the Developer, and the Developer hereby accepts responsibility on behalf of any such Contractor.

Section 5.5. Contractors; Liens. The Developer covenants, warrants and agrees that in the event any Contractor or other Person files or records any constitutional, statutory or other lien, interest or right against the Developer Property or the Retail Project, the lien shall be satisfied or bonded over by the Developer within sixty (60) days of receipt of such a claim.

Section 5.6. Progress Reports. The Developer shall deliver to the Village a progress report at the conclusion of each month following commencement of construction, which report shall describe the status of the work on the Retail Project, any proposed changes to the construction schedule, and any proposed revised Substantial Completion date, if necessary, due to Uncontrollable Circumstances. The Developer shall meet with the Village as appropriate, and make presentations thereto as reasonably requested in order to keep the Village apprised of the progress of the Retail Project, but in no event more than once every two (2) months, or six (6) times per calendar year. The Developer shall provide adequate information, 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 Village, or as may be appropriate to provide an accurate progress report.

Section 5.7. Site Preparation. No later than thirty (30) days after the Closing Date, the Developer shall erect construction/protective fencing around the perimeter of the Developer Property, the erection of signage sufficient to alert the public that the Developer Property is to be a construction site for the Retail Project, and identifying the future uses and businesses making up the Retail Center.

Section 5.8. Diligent Construction. Following commencement of construction, the Developer shall use commercially reasonable efforts to continue without interruption or delay, and otherwise diligently pursue and prosecute the development of the Retail Project to completion, in accordance with the Construction Schedule. Notwithstanding the foregoing, the parties

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acknowledge that Developer may interrupt or postpone certain phases of the construction process that may be adversely affected by climate conditions between November 15, 2015 and April 1, 2016. The Developer shall maintain an adequate number of workers employed on the Retail Project during normal working hours to ensure timely completion as provided herein. The Developer shall, subject to Uncontrollable Circumstances, and other adjustments permitted by the terms of this Agreement, cause Substantial Completion of the Retail Project to occur no later than twelve (12) months after the Closing.

Section 5.9. Staging. The Developer shall stage all construction materials, equipment and machinery on the Developer Property. No access to areas outside the boundaries of the Developer Property shall be allowed by the Village for said activities unless specifically authorized by the Village in writing.

Section 5.10. Inspection Rights. The Developer agrees that the Village Engineer and Building Commissioner, and their designees, shall have the right at all times during normal business hours to reasonably inspect the progress of the construction of the Retail Project. In the event such inspection is denied, the Developer shall be issued a stop work order and all Contractors on the Developer Property shall be removed, and no work shall be thereafter commenced until such time as an inspection is granted, and the Village Engineer and Building Commissioner shall so order.

Section 5.11. Insurance. Prior to the issuance of any Permits described in Section 5.2, Developer shall deliver to the Village, at the Developer's sole cost and expense, insurance required to be carried by the Developer pursuant to Article VIII of this Agreement.

Section 5.12. Final Completion. The Developer shall be responsible for supervising and coordinating the completion of "punch list" items no later than thirty (30) days after Substantial Completion, weather permitting.

Section 5.13. Opening Day. Subject to Uncontrollable Circumstances, the Developer shall use commercially reasonable efforts to have the Opening Day for the Retail Center no later than twelve (12) months after the Closing.

ARTICLE VI UTILITIES

Section 6.1. Sanitary Sewer, Storm Water Management and Water Main. The Developer shall be responsible, at its sole cost and expense, for the construction of sanitary sewer lines, storm water detention facilities and lines, and water mains and all other improvements necessary in order to construct and service the Retail Project in compliance with the final engineering plans attached as part of Group Exhibit C. The Developer shall have the right to tap

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into public sanitary sewer lines, storm water sewer lines, and water utility mains for use with the Retail Project, subject to any permit fees, recapture or tap-on fees or obligations. The Village's acceptance of any public easements on the Developer Property, or its acceptance of utility mains located within a public easement, which shall be conveyed to the Village by the Developer through a bill of sale no later than the Village's acceptance of said public easements, shall be contingent upon the Village's Engineer's satisfaction that said installation has been completed in accordance with this Agreement and Applicable Law.

Section 6.2. Storm water Improvements. Storm water lines and storm water detention for the Developer Property required by Applicable Law, including the requirements of the MWRDGC, shall be located on the Developer Property, provided at the sole cost and expense of the Developer, and shall be installed and maintained by the Developer in compliance with the MWRDGC permit for the Retail Project attached hereto as **Exhibit I-1**. Notwithstanding the above, the Developer shall have the right to tap into and discharge storm water from the Developer Property into the storm water detention area, depicted in "**Exhibit I-2**," which is located within the M.S.A. Bridgeview Court Subdivision.

ARTICLE VII

LAWS GOVERNING RETAIL PROJECT

Section 7.1. Applicable Law, Generally. The Developer warrants that it is familiar with and it shall comply with Applicable Law which in any manner apply or affect the performance of the Agreement or the Construction Contracts including without limitation workmen's compensation laws, minimum salary and wage statutes and regulations, laws with respect to Permits, licenses and fees in connection therewith, and laws regarding maximum working hours. Additionally, the Developer warrants that it shall comply with any amendments to such Applicable Law that is enacted thereafter during the construction of the Retail Project. To the extent that there are any violations of any Applicable Law, the Developer shall be responsible for indemnifying and holding the Village free and harmless from all costs, fees and expenses incurred, directly or indirectly and including without limitation attorneys' fees, by the Village in responding to and complying with demands made by any governmental departments, agencies, and courts, or by an aggrieved employee or Person and such amounts. No plea of misunderstanding or ignorance thereof will be considered or accepted. Whenever required or upon the request of the Village, the Developer shall furnish the Village with satisfactory proof of compliance with Applicable Law.

Section 7.2. Specific Statutes.

7.2.1. The Developer shall carefully examine the Occupational Safety and Health Act of 1970, published in May 1971, as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required thereunder, and the Developer agrees to comply with all

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terms of OSHA and to perform and complete in a workmanlike manner all work required in full compliance with said Act. The Developer is responsible for complying with OSHA and its regulations as amended in performing any work on the Retail Project.

7.2.2. The Developer shall comply with the non-discrimination federal, state and local laws, including without limitation: Equal Employment Opportunities Act, American with Disabilities Act and Human Rights Act. The Developer shall comply with the rules and regulations of the Illinois Human Rights Act (the "Human Rights Act"), including the mandatory provisions that each Contractor have in place written sexual harassment policies that shall include, at minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the Department and the Commission; and (vi) protection against retaliation as provided by Section 6-101 of said Act and that it has a written sexual harassment policy in place in full compliance with Section 105(A)(4) of the Human Rights Act, 775 ILCS 5/2-105(A)(4). The Developer shall comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, including but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Developer shall comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder.

7.2.3. The Developer shall: (i) not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, unfavorable discharge from military service or arrest record status, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (ii) state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service in all solicitations or advertisements for employees; (iii) submit reports as required by any state agency as required by Applicable Law, furnish all relevant information as may from time to time be requested by any state agency as required by Applicable Law, and in all respect comply with the Illinois Human Rights Act; (iv) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules; and (v) include verbatim or by reference the provisions of this clause in Contract Documents so that such provisions will be binding upon such subcontractor as required by Applicable Law. In addition, the Developer will not utilize any Contractor declared by the

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Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

7.2.4. The Developer shall comply with all applicable environmental laws of any federal, state or local jurisdiction. The Developer shall not permit or allow the use, storage, generation, treatment, disposal or release of any hazardous substance or material on the Developer Property. Notwithstanding the foregoing, the Village acknowledges that Developer is engaged in the operation of a retail business that dispenses gasoline, diesel, alternative motor fuels and other automotive products, and the use, storage, generation, treatment, disposal or release of any hazardous substance or material that is incidental to the normal and customary operation of a truck stop facility shall not be considered a violation of this provision.

ARTICLE VIII INSURANCE AND INDEMNIFICATION

Section 8.1. Liability Insurance Prior to Completion. Prior to the issuance of Permits, including Foundation Work Permits, the Developer shall procure and deliver copies to the Village, at the Developer's cost and expense, and shall maintain in full force and effect until each and every obligation of the 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 carrying an A.M. Best's financial rating of at least A, and a FSC of VIII, in order the Village to protect the Village and the Developer against any liability incidental to the use of or resulting from any claim for injury or damage occurring in, on or about the Developer Property, or during the construction and improvement of the Developer Property and the Retail Project by the Developer, except to the extent arising from the willful and wanton acts or omissions of the Village (or its agents, employees and contractors). 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. The Developer shall provide to the Village a replacement certificate not less than thirty (30) days prior to expiration of any policy.

Section 8.2. Builder's Risk Insurance. Prior to the issuance of Permits, including Foundation Work Permits, the Developer shall procure and deliver copies to the Village, at Developer's cost and expense, and shall maintain in full force and effect until each and every obligation of the Developer contained herein has been fully paid or performed, builder's 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 Retail Project (including on-site stored materials), all as to work by the

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Developer. Such insurance policies shall be issued by companies carrying an A.M. Best's financial rating of at least A, and a FSC of VIII. 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. Developer shall provide to the Village a replacement certificate not less than thirty (30) days prior to expiration of any policy. The Village acknowledges that Developer has the option to self-insure over Builder's Risk as required in this section.

Section 8.3. Indemnity. The Developer hereby agrees to defend, indemnify and hold harmless the Village, its officers, employees and agents (the "Village Parties"), to and from any and all claims that may be asserted at any time against any of them arising out of environmental conditions associated with the Developer Property. The Developer hereby agrees to defend, indemnify and hold harmless Village Parties against, and to protect, save and keep harmless from, and to pay on behalf of or reimburse as and when incurred, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorney's fees) (the "Claim") of whatever kind and nature, which may be imposed on or incurred by any Person, including third-parties, related to this Agreement, the Developer Property or the Retail Project, including, without limitation, Work performed under this Agreement or the Construction Contracts, which are not the result of any willful and wanton acts or omissions of Village Parties. Any liability insurance policy required by this Agreement shall include a contractual liability endorsement for the Developer's obligations under this section. Any insurance policy maintained by the Village shall be non-contributory with respect to such Claim.

ARTICLE IX

REAL PROPERTY TAX INCENTIVES

Section 9.1. Costs and Sources. The Developer shall be responsible and pay all costs associated with the Retail Project. In order that the Developer will proceed with the Retail Project, the Village agrees to provide financial assistance as specified in this Article in the form of reimbursements to the Developer of Eligible Costs from the Developer Property Tax Increment (the "Real Property Incentive"). The Parties hereto acknowledge and agree, and the Village does hereby make an affirmative finding of fact, that the Retail Project would not reasonably commence and proceed without the Real Property Incentive.

Section 9.2. Real Property Incentive. The Acquisition Cost of the Developer Property shall be the only Real Property Incentive. At the Closing, the Village shall issue to the Developer a tax increment financing note in the principal amount of \$1,200,000 (the "TIF Note") evidencing the Developer's right to be reimbursed for the Acquisition Cost from the Developer Property Tax Increment, and bearing interest at a rate of 6% per annum. Interest on the TIF Note shall not be

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exempt for federal income tax purposes. The TIF Note shall be in substantially the same form as "Exhibit J."

Section 9.3. Assignment. In consideration for the Village's payment of \$1,000,000, which shall be delivered to the Developer within five (5) days after the issuance of the certificate of occupancy for the Retail Project, the Developer agrees to sell and the Village agrees to purchase all rights, title and interest in the TIF Note, said transaction to be effectuated through the Developer's execution of an assignment, which shall be attached and incorporated into the TIF Note. Upon the assignment, the Developer shall have no rights, title and interest in the TIF Note, the Developer Property Tax Increment, or any reimbursement for Eligible Costs from the TIF District. The Village's obligation to purchase the TIF Note shall be unconditional, and shall be satisfied whether or not the TIF District is established. Notwithstanding anything in this Agreement to the contrary, the Developer shall not assign, pledge, or hypothecate the TIF Note, any interest therein, or revenue pledged thereby for the payment of principal and interest thereon, to any Person other than the Village.

Section 9.4. Limitations. While the Developer or any other Person besides the Village is the noteholder, the Village's obligation to provide the Real Property Incentive in the amount set forth in this Article, and the Developer's entitlement to receive the same, shall be subject to the following: (i) the real estate taxes due and payable that are attributable to the Developer Property Tax Increment must be paid in full before a Payment Date; and (ii) there must be sufficient Developer Property Tax Increment within the Special Tax Allocation Fund.

Section 9.5. Future/Other Incentives. The Developer acknowledges and agrees that it has no expectation, and that the Village shall be under no obligation to grant or provide, any other Real Property Incentive, irrespective of whether they qualify as Eligible Costs, not otherwise specified or provided for in this Agreement, that are derived from real property tax revenues.

Section 9.6. Not General Obligation. The sole and only source for the reimbursement of the Real Property Incentive is the Developer Property Tax Increment deposited in the Special Tax Allocation Fund. No Person shall have the right to compel the exercise of any taxing power of the Village for payment thereof. No obligation of the Village under this Agreement shall constitute an indebtedness of the Village or a loan of credit thereof.

Section 9.7. Alternate Increment. The sole source of funding for the Real Property Incentive granted herein and the payments on the TIF Note shall be the Developer Property Tax Increment. The Developer shall not be entitled to reimbursement for Eligible Costs from TIF Increment or Alternate Increment. Provided, however, in the event the Alternate Increment is not pledged to another Person or project, including the Village, and is otherwise surplus, the Village may elect, in its sole discretion, but shall not be required, to use said Alternate Increment, or any portion thereof, to pay the TIF Note. Each such election shall be distinct and separate, and the

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Village's election to use the Alternate Increment in one instance, shall not require a similar exercise of said discretion in another.

ARTICLE X

SALES TAX REBATE AND VEHICLE FUEL TAX EQUALITY

Section 10.1. Sales Tax Revenue Rebate. For each Payment Period, in addition to the Real Property Incentive, the Village shall deposit into a Special Sales Tax Fund and shall rebate to the Developer therefrom, the Sales Tax Revenue generated at the Developer Property as follows: (i) Year 1-7: Fifty (50%) Percent of Sales Tax Revenue; and (ii) Years 8-15: Twenty-Five (25%) of Sales Tax Revenue. The first Payment Period shall include any Sales Tax Revenue paid to the Village in calendar year 2015.

Section 10.2. Alternative Revenue. If the Village no longer receives Sales Tax Revenue from the Developer due to a change in the law by the State of Illinois, then the Village shall make payments to the Developer from any alternate sources of revenue provided to the Village by the State of Illinois specifically as a replacement or substitute for the Sales Tax Revenue presently received by the Village (the "Alternate Sales Tax Revenue") and, in that event, the payment to the Developer shall be calculated as if the Village were continuing to receive the Sales Tax Revenue at a rate equal to the sales tax rate applicable to the Village's share of the State of Illinois sales tax immediately prior to the elimination of the Developer's gross sales that would have been subject to State of Illinois Sales Tax. The Alternate Sales Tax Revenue shall be subject to a proportionate reduction in the event that it does not constitute, or is not intended to constitute, a 100%, dollar for dollar, replacement of the Sales Tax Revenue previously received by the Village. Notwithstanding the foregoing, the payment to the Developer from Alternate Sales Tax Revenue is contingent upon the ability of the Village to obtain, and confirm as accurate, gross sales by the Developer that would have been subject to State of Illinois Sales Tax in the same form that such information would have been furnished to the Illinois Department of Revenue. In the event that said gross sales figures cannot be obtained or confirmed as accurate by the Village, the Village shall have no obligation to tender any payments hereunder to the Developer.

Section 10.3. Duration. The obligation of the Village to rebate to Developer Sales Tax Revenue shall continue until the earlier of the following: (i) the Village has rebated to the Developer its collected Sales Tax Revenue for forty-five (45) consecutive Payment Periods (*i.e.*, fifteen (15) years); or (ii) the amount of Sales Tax Revenue rebated or paid to and received by the Developer equals Five Million Five Hundred Thousand Dollars (\$5,500,000).

Section 10.4. Sales Tax Reports. Within forty-five (45) days after each Payment Period, the Developer shall provide the Village with a statement from the Illinois Department of Revenue as to the dollar amount of Sales Tax Revenue paid to the State of Illinois for the benefit of the

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Village during the prior Payment Period. Additionally, the Developer shall maintain and make available for inspection by the Village copies of any and all sales tax returns, sales tax reports, amendments, proof of payment or any other sales tax information filed with the State of Illinois or other appropriate governmental entity, for purposes of identifying Sales Tax Revenue collected pursuant to this Agreement. To the extent permitted by law, the Village shall endeavor to maintain the confidentiality of the information contained in such reports, but shall be permitted to disclose such information and documents to employees and consultants as the Village, in its sole discretion, deems appropriate in order to monitor compliance and audit this Agreement. The Developer understands and agrees that this Agreement shall be a matter of public record, as shall any and all payments to the Developer pursuant to this Agreement. The Developer also agrees to furnish such consents or waivers as may be required by the Illinois Department of Revenue to allow the Village to obtain Sales Tax Revenue information directly from the Illinois Department of Revenue.

Section 10.5. Reimbursement Mechanism. So long as Developer has submitted the sales tax reporting information to the Village as required in Section 10.4 above, not later than thirty (30) days after the Village receives Sales Tax Revenue from the Illinois Department of Revenue, the Village shall remit in full to the Developer, its share of Sales Tax Revenue for that prior Payment Period. The Village shall be under no obligation to remit any monies whatsoever until all Sales Tax Revenue is received from the Illinois Department of Revenue for the applicable Payment Period, but the Village reserves the right to make such earlier and additional payments in such amounts and at such times as the Village, in its sole discretion, deems appropriate. Any payments determined to be due to the Developer from the Village based upon its statement or its sales tax returns shall be reduced by the amount of any and all collection fees imposed upon the Village by the State of Illinois or the Illinois Department of Revenue for collection of the Sales Tax Revenue, if any. The accounting for Sales Tax Revenue shall be made on the basis of when the Sales Tax Revenue is actually paid to the Village, not when the Developer or any retailer on the Developer Property actually pays sales tax to the Illinois Department of Revenue.

Section 10.6. Provisions Concerning Limitation on Debt. The receipt of Sales Tax Revenue as provided in this Article shall be a condition precedent to any obligation of the Village to rebate Sales Tax Revenue to the Developer and, as such, no debt from the Village to the Developer shall exist unless the Village has first received the Sales Tax Revenue for the Payment Period.

Section 10.7. Existing Retail Locations. The Developer acknowledges and discloses that it currently operates similar businesses in the State of Illinois. The Developer promises, covenants and warrants that none of the Sales Tax Revenue that is proposed to be generated from the Developer Property would have been paid to another jurisdiction in the absence of this Agreement. The Developer further promises, covenants, and warrants that none of its sales of tangible personal property occurring in the Village will be delivered to purchasers at its retail

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locations or warehouses in other jurisdictions. In support of the aforementioned, the Developer expressly promises, covenants and warrants that the sales to occur on the Developer Property, and within the Village, shall be new and additional sales to the Developer, and the consequence of an expanded business enterprise, which its locations in other jurisdictions will not support.

Section 10.8. Duty to Defend, Indemnify and Hold Harmless. The Developer shall be obligated to defend, indemnify and hold harmless the Village, its officers and employees, for any cause of action arising from a violation of 65 ILCS 5/8-11-21 resulting from the acts of Developer to transfer revenue attributable to the sale of tangible personal property occurring in one of its retail facilities located in another jurisdiction to Developer's facility in the Village. The Village may, but shall not be obligated to, defend any court action that may be brought attacking the Village's power or authority under this Article or perform any of its provisions, including any appeals reasonably required. In the event the Village elects not to defend such actions, the Developer shall defend, indemnify and hold harmless the Village from any and all claims and damages claimed thereby. In the event the provisions of this Article or any material provision contained herein is deemed by a court to be illegal or in violation of the laws of the State of Illinois, such decision/judgment shall relieve the Village from past/future performance and the provisions of this Article shall terminate without recourse from the Village to the Developer.

Section 10.9. Competing Sales Tax Sharing Agreements. The Developer, its officers, and its now existing or hereinafter created parent, subsidiary, or affiliated entities (collectively the "Developer Entities"), promise, covenant, warrant they shall not, and they shall otherwise be prohibited to, source any of the sales on the Developer Property to a situs in another unit of local government other than the Village.

Section 10.10. Reporting. The Developer shall, no later than ten (10) days after the execution of this Agreement, provide to the Village such information sufficient to permit it to file its report to the Illinois Department of Revenue pursuant 65 ILCS 5/8-11-21 including, but not limited to, whether or not the Developer maintains additional places of business in the State of Illinois other than on the Developer Property, the common address of such locations, and the name of any business who is not a Party to this Agreement but who directly or indirectly receives a share, refund, or rebate of the Sales Tax Revenue.

Section 10.11. Bridgeview Home Rule Sales Tax Modifications. Nothing herein shall obligate the Village to maintain its Bridgeview Home Rule Sales Tax in general or to levy at the rate currently applicable. Developer agrees and acknowledges that the Bridgeview Home Rule Sales Tax may be subject to reduction or repeal at the discretion of the Village at any time and, as a result of said action, provided the reduction or repeal is generally applicable, may reduce or eliminate Developer's Sales Tax Rebate Incentive payments attributable thereto provided i) the reduction or repeal is generally applicable and ii) is not replaced by a comparable tax.

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Section 10.12. Vehicle Fuel Tax Rebate. In the event the Bridgeview Vehicle Fuel Tax rate is greater than the Burbank Vehicle Fuel Tax rate, the Village shall rebate to the Developer an amount equal to 100% of the rate differential per gallon of vehicle fuel sold at such differential rate. These payments will be paid to Developer within thirty (30) days of the Village's receipt of the tax revenue generated by the Bridgeview Vehicle Fuel Tax. Notwithstanding the above, no rebate shall be paid: (i) for any product sold on the Developer Property but not sold at the Speedway gas station located at 5550 West 79th Street, Burbank, Illinois; or (ii) attributable to the Burbank Vehicle Fuel Tax rate being less than \$0.05 per gallon. The following examples illustrate the intention of the Parties with respect to this section:

<u>Bridgeview VFT</u>	<u>Burbank VFT</u>	<u>Difference</u>	<u>Rebate</u>	<u>Rebate Rate Per Gal.</u>
\$0.05	\$0.05	\$0.00	No	N/A
\$0.08	\$0.08	\$0.00	No	N/A
\$0.05	\$0.03	\$0.02	No	N/A
\$0.08	\$0.06	\$0.02	Yes	\$0.02
\$0.08	\$0.04	\$0.04	Yes	\$0.03

ARTICLE XI

REPRESENTATIONS AND COVENANTS

Section 11.1. Developer Representations.

11.1.1. The Developer is a Delaware Limited Liability Company duly organized and existing under the laws of the State of Delaware, 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 within the State of Illinois. The Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To the Developer's actual knowledge, there are no actions at law or similar proceedings which are pending or threatened against the Developer which would result in any material and adverse change to the Developer's financial condition, which would materially and adversely affect the level of the Developer's assets as of the date of this Agreement, or that would materially and adversely affect the ability of the Developer to proceed with the Retail Project. The Developer shall submit to the Village a certificate in substantially the same form as attached as "Exhibit K," setting forth the resolutions authorizing the signatory to this Agreement, or any other documents required by this Agreement to be executed on behalf of the Developer.

11.1.2. The Developer has sufficient financial and economic resources to implement and complete the Developer's obligations contained in this Agreement.

11.1.3. The 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 a Delaware limited liability company

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

11.1.4. The Developer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Village, the approval of which shall not be unreasonably withheld. Notwithstanding the above, the Developer shall not, after the Closing and prior to Opening Day, make any sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other form this Agreement, the rights hereunder, or the Developer Property, except as may be required to obtain financing for the Retail Project, without the prior written approval of the Village, which may be withheld in its sole discretion. No transfer or assignment by the Developer in violation of the provisions hereof shall be valid or enforceable.

11.1.5. The Developer shall pay in full all special or general real estate taxes or assessments levied against the Developer Property in a timely manner pursuant to Applicable Law.

11.1.6. The Developer understands that there may be or are third-parties that have or will claim through written or oral agreements with the Developer or its predecessor's in interest, an interest in this Agreement, incentives authorized hereunder, the Developer Property, the Purchase and Sale Agreement, or funds to be distributed at the closing pursuant thereto. The Developer acknowledges that the Village is not a party to any of those agreements and is authorized and shall treat Developer as the sole and exclusive entity with an interest therein. The Developer warrants that no such claim shall in any way affect the Developer's ability to perform or satisfy its obligations under this Agreement or the Purchase and Sale Agreement. Developer shall be solely responsible for resolving any and all claims asserted by third parties, and the Developer shall indemnify, defend and hold harmless the Village therefrom. The Developer shall notify the Village in writing of any such claim asserted within 5 days after it has notice of the same. To the extent a lien against the Developer Property or Developer Property Increment is filed, recorded or asserted, the Developer shall take reasonable measures to satisfy or contest the lien and should a judgment lien be secured against either the Developer Property or Developer Property Increment, the Developer shall satisfy such claim.

Section 11.2. Village Representations.

11.2.1. The Village is an Illinois home rule unit of government duly constituted and existing under the laws of the State of Illinois and Article VII, Section 6(a) of the Constitution 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 materially and adversely affect the ability of the Village to proceed with its obligations under this Agreement.

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

Section 11.3. Mutual Covenants.

11.3.1. The Parties agree to cooperate in implementing the Retail Project in accordance with the Parties' respective obligations set forth in this Agreement.

11.3.2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, 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 Parties' sound legal discretion.

11.3.3. The Parties shall assist and cooperate fully with each other in implementing the Retail 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 Retail Project in and on the Developer Property, or for the provision of services to the Developer Property.

11.3.4. The Parties acknowledge and agree that notices, meetings, and hearings have been properly given and held with respect to the approval of this Agreement, and any action required hereunder, and neither Party shall challenge this Agreement or action taken pursuant thereto on the grounds of any procedural infirmity or of any denial of any procedural right.

11.3.5. The Parties acknowledge that with respect to any and all obligations and commitments set forth in this Agreement pertaining to the Developer, the Village shall look solely to the Developer to comply and complete all such obligations and commitments.

ARTICLE XII

SUBORDINATION AND DISCLOSURES

Section 12.1. Subordination. Any and all third-parties seeking to hold an equitable interest in the Developer Property, including any lender providing financing for the Retail Project, shall be disclosed to the Village, shall consent to this Agreement, and shall subordinate their interest to the same by executing a consent and subordination agreement in substantially the same form as "Exhibit L." The sale of the Developer Property by the Village to the Developer shall be contingent upon the Village's receipt of said consent and subordination no later than five (5) days before the Closing Date (the "Subordination Contingency Date"). To the extent no such third-party shall hold an interest in the Developer Property by reason of equity financing, Developer shall provide to the Village at closing, a letter on Developer letter-head, stating that there is no and

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shall be no mortgage or other secured interest recorded against Developer Property for financing of the Retail Project.

Section 12.2. Disclosures of Developer. At Closing, the Developer shall furnish the Village with a sworn statement disclosing all members, officers and shareholders of the Developer, and any and all investors for the Retail Project..

Section 12.3. Interest of Village Parties. Contemporaneous with the statement required by Section 12.2, the Developer shall furnish to the Village a sworn statement affirmatively disclaiming any pecuniary interest of any Village official, employee or agent in the Developer Property or the Retail Project, or any portion thereof. The Developer warrants and agrees that no Village official, employee or agent shall be employed, paid, invest, or have any personal interest (direct or indirect) in the Developer Property or the Retail Project. The disclosure shall be in substantially the same form as "Exhibit M."

Section 12.4. Updated Statements. Upon the anniversary of the Effective date of this Agreement, and each year thereafter so long as the Agreement shall remain in effect, the Developer shall deliver to the Village updated disclosures required by Section 12.2 and Section 12.3 of this Agreement within thirty (30) days of Developer's receipt of an update request by the Village. The updated disclosures shall provide current information as of the date of disclosure, and such information as applicable for any time between the current and last disclosure.

ARTICLE XIII DEFAULT

Section 13.1. Default. Except as otherwise provided in this Agreement, the failure on the part of either Party to comply with any material term, representation, warranty, covenant, agreement, or condition of this Agreement, or any other document to be required to be executed by this Agreement, within thirty (30) days after written notice thereof (unless a different time period is specified in the separate document for curing non-performance of a specific task or event) shall constitute an "Event of Default." provided, however, that in the event such default is incapable of being cured within said thirty (30) day period and the defaulting Party commences to cure the default within said thirty (30) day period and proceeds with due diligence to cure the same, such Party shall not be deemed to be in default under this Agreement.

No default by the 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 either Party in the performance of any of its respective obligations under this Agreement, each Party's sole remedy shall be specific performance of the Agreement or termination of this Agreement. Neither Party shall be liable to the other for consequential damages or lost profits.

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Section 13.2. Prevailing Party. In the event that either Party hereto institutes legal proceedings against the other Party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the losing Party all expenses of such legal proceedings incurred by the prevailing Party, including, but not limited to, court costs and attorneys' fees, and witnesses' fees incurred by the prevailing Party in connection therewith.

Section 13.3. Withholding of Incentives During Developer Default. In the case of an Event of Default by the Developer, should such action to cure not be taken or not be diligently pursued by Developer, or the default or breach shall not be cured or remedied within the above period, the Village may suspend payment of the Sales Tax Rebate Incentives from the Special Sales Tax Fund until the Developer commences and diligently pursues a cure, after which payments of said Sales Tax Rebate Incentives shall resume. Notwithstanding the above, should the Event of Default concern Section 9.3 or Article 10 of this Agreement, payment of Sales Tax Rebate Incentives to Developer shall be withheld by the Village until Developer cures the default or breach.

ARTICLE XIV MISCELLANEOUS

Section 14.1. Notices and Communications. All notices, demands, requests for reimbursement or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid; or (ii) delivered, in each case, to the Village and the Developer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (1) if to Village: Village of Bridgeview
Attn: Steven Landek, Mayor
7500 South Oketo Avenue
Bridgeview, IL 60455
- (2) copy to: Joseph Cainkar
Louis F. Cainkar, Ltd.
30 North LaSalle, Suite 3922
Chicago, IL 60602
- (3) if to Developer: Pilot Travel Centers, LLC
Attn: Mitchell Steenrod
Chief Financial Officer
5508 Lonas Dr.

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Knoxville, Tenn 37909

(4) copy to: Law Department
 Kristin Seabrook, Esq
 5508 Lonas Dr.
 Knoxville, Tenn 37909

Whenever any Party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such Party shall do so in such number of copies as shall be reasonably specified.

Section 14.2. Time of the Essence. Time is of the essence in the performance of this Agreement. The Developer acknowledges and agrees that strict adherence to the deadlines and schedules prescribed in this Agreement will be expected by the Village.

Section 14.3. Binding Effect. 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.

Section 14.4. 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.

Section 14.5. Illinois Law. This Agreement shall be deemed to be a redevelopment agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

Section 14.6. Written Modification. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both the Village and the Developer.

Section 14.7. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 14.8. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

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Section 14.9. Estoppel. Nothing in this Agreement, shall constitute the Village's warranty that the Retail Project, the Retail Center and the Developer Property, as proposed to be developed, will conform to the Municipal Code of Bridgeview or other Applicable Law except as provided below. The Developer shall exercise its own due diligence in reviewing the legality of such issues including, without limitation, obtaining Permits, licenses, or relief necessary to conform the Retail Project, the Retail Center or the Developer Property to Applicable Law. To the extent the Developer believes that Applicable Law requires it to obtain relief from the Village, or any other entity, to allow the Retail Project, the Retail Center or the Developer Property, it shall have the affirmative obligation to seek and obtain such relief from the entity. The Developer acknowledges that no official, employee or agent of the Village has the authority bind the Village as to decisions respecting the Retail Project, the Retail Center and the Developer Property unless specifically authorized by resolution passed by the Corporate Authorities of the Village with specific reference to this Retail Project, the Retail Center and the Developer Property. The Developer's reliance on any statement, act or omission by any Village official, employee or agent shall be deemed unreasonable unless the Developer inquires into and confirms, by obtaining a copy of said resolution, the individual's express authority to bind the Village on the subject at issue.

Section 14.10. 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.

Section 14.11. Entire Agreement. This Agreement constitutes the entire agreement of the Village and the Developer on the subject matter hereof, except as to those documents specifically identified and referenced in this Agreement. The Village and the Developer represent, warrant, covenant and agree that no representation, warranty, covenant or agreement shall be binding on the other Party unless expressed in writing herein or by written modification pursuant to Section 14.6 hereof.

Section 14.12. 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.

Section 14.13. Recitals. The recitals of this Agreement are hereby incorporated and made a part of this Agreement as though fully set forth herein.

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Section 14.14. Exhibits. The exhibits to this Agreement, by this reference, are hereby incorporated and made a part of this Agreement as though fully set forth herein. In the event of a conflict between this Agreement and an exhibit, the more strict provision shall control.

Section 14.15. Authority. 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 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, that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and that neither the execution of this Agreement nor the performance of the obligations assumed by Developer will (i) result in a breach or default under any agreement to which the Developer is a party or to which it or the Developer Property is bound, or (ii) violate any statute, law, restriction, court order, or agreement to which the Developer or the Developer Property are subject.

Section 14.16. Third-Party Beneficiaries. Nothing in this Agreement is intended, nor shall it be interpreted, to create any rights or remedies to and in any third party. 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.

Section 14.17. Uncontrollable Events. Notwithstanding anything herein to the contrary, 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.

Section 14.18. Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, officer, partner, member, director, agent, employee, planning consultant or attorney of the Village or the Developer, in his or her individual capacity, and no official, officer, partner, member, manager, director, agent, employee or attorney of the Village or the 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.

Section 14.19. Term. The term of this Agreement shall commence on the Effective Date and terminate upon full satisfaction of the obligations imposed hereunder, but in no event beyond the life of the TIF District.

Section 14.20. Recording. This Agreement may be recorded in the Office of the Cook County Recorder of Deeds. Upon termination of this Agreement by lapse of time or otherwise, the

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Parties shall execute and deliver to the other Party a release of this Agreement in duplicate and in recordable form and either Party may record such release.

Section 14.21. Sunshine Laws. The Village will use its best efforts to keep documents related to the Retail Project that are generated, sent or received, confidential. The Developer recognizes, however, that the sunshine laws of the State of Illinois may require the Village to release certain documents upon public request. The Village will notify the Developer of any such request by email. The Developer shall have forty-eight (48) after said notice is sent to instruct the Village to agree or deny the request. The Village shall be under no obligation to comply with the Developer's instruction and shall not be liable to the Developer for any production. Provided, however, in the event the Village is instructed by the Developer to deny a request, and the Village complies with the Developer's request, the Developer shall indemnify, defend, and hold harmless the Village to and from any Claim arising from that decision, including reasonable attorney's fees and costs that may be awarded to the requesting Party by the court.

Section 14.22. Relationship. Neither this Agreement nor any actions of the Parties or any third-party shall be construed to or create a partnership, agency relationship or joint venture.

Section 14.23. Estoppel Certificates. Within ten (10) days of request from time to time, but in no event more than one (1) time per year, the Parties shall deliver completed and signed estoppel certificates certifying the status of this Agreement.

Section 14.24. Third-Party Challenges. In the event this Agreement or any transaction or action contemplated hereby is challenged by a third-party before any court or other tribunal, the Village and the Developer, whether or not named in said proceeding, shall split evenly the costs of the defense, including reasonable attorney's fees. In the event this Agreement or any transaction or actions contemplated hereby is challenged or held invalid as a result of any curable technical defect, the Parties shall promptly take all actions necessary to cure such defects, including, without limitation, the giving of such notices, the holding of such public hearings and the adoption of such ordinances and resolutions as may be necessary to further the spirit and intent of this Agreement. If any provision of this Agreement is rendered invalid, determined to be a matter of not local concern, or preempted by legislation of the General Assembly of the State of Illinois, the Village and the Developer, at the request of either Party, shall enter into good faith negotiation to seek to cause the fulfillment of the provision which has been invalidated in some lawful manner which may give to the Parties the benefits and obligations previously bargained for.

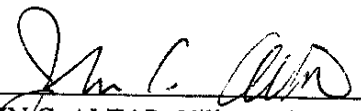
[SIGNATURE PAGES TO FOLLOW]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Village and the Developer have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

VILLAGE OF BRIDGEVIEW

By: 
STEVEN M. LANDEK, Mayor

By: 
JOHN C. ALTAR, Village Clerk

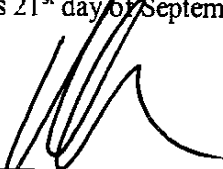
(SEAL)

State of Illinois)
) ss
County of Cook)

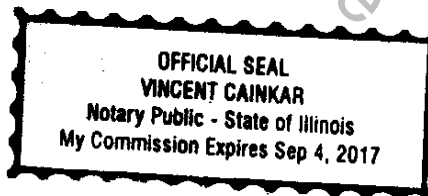


I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steven Landek and John Altar, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the Mayor and Village Clerk of said entity, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal,
this 21st day of September, 2015.



NOTARY PUBLIC

{IMPRESS SEAL HERE}



UNOFFICIAL COPY

PILOT TRAVEL CENTERS, LLC

By: 
Mitchell D. Steenrod
Sr. VP, Chief Financial Officer

State of Illinois)
) ss
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mitchell D. Steenrod, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be the Sr. VP and Chief Financial Officer of said entity, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal,
this 25th day of September, 2015.


NOTARY PUBLIC



Property of Cook County Clerk's Office

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REDEVELOPMENT AGREEMENT

EXHIBIT LIST

Exhibit	Title	Section	Page #
A-1	ALTA Survey	Preambles	1
A-2	Developer Property Legal Description	Preambles	1
B	Bridgeview Court TIF District No. 3 Map	Preambles	2
C	Final Site Plan, Engineering Plans, and Architectural Plans	2.1.	11
D	Plat of Subdivision	2.2	11
E	Purchase and Sale Agreement	3.1.	12
F	First Amendment to Purchase and Sale Agreement	3.1.	12
G	Assignment of Purchase and Sale Agreement	3.2.	12
H	Grant of Non-Exclusive Storm Sewer Permanent Easement	3.4.	12
I-1	MWRDGC Permit	6.2	17
I-2	Storm Water Detention Area	6.2.	17
J	TIF Revenue Note	9.2.	21
K	Developer Certificate	11.	25
L	Consent and Subordination Agreement	12.1.	27
M	Developer Disclosure of Interest	12.3.	28

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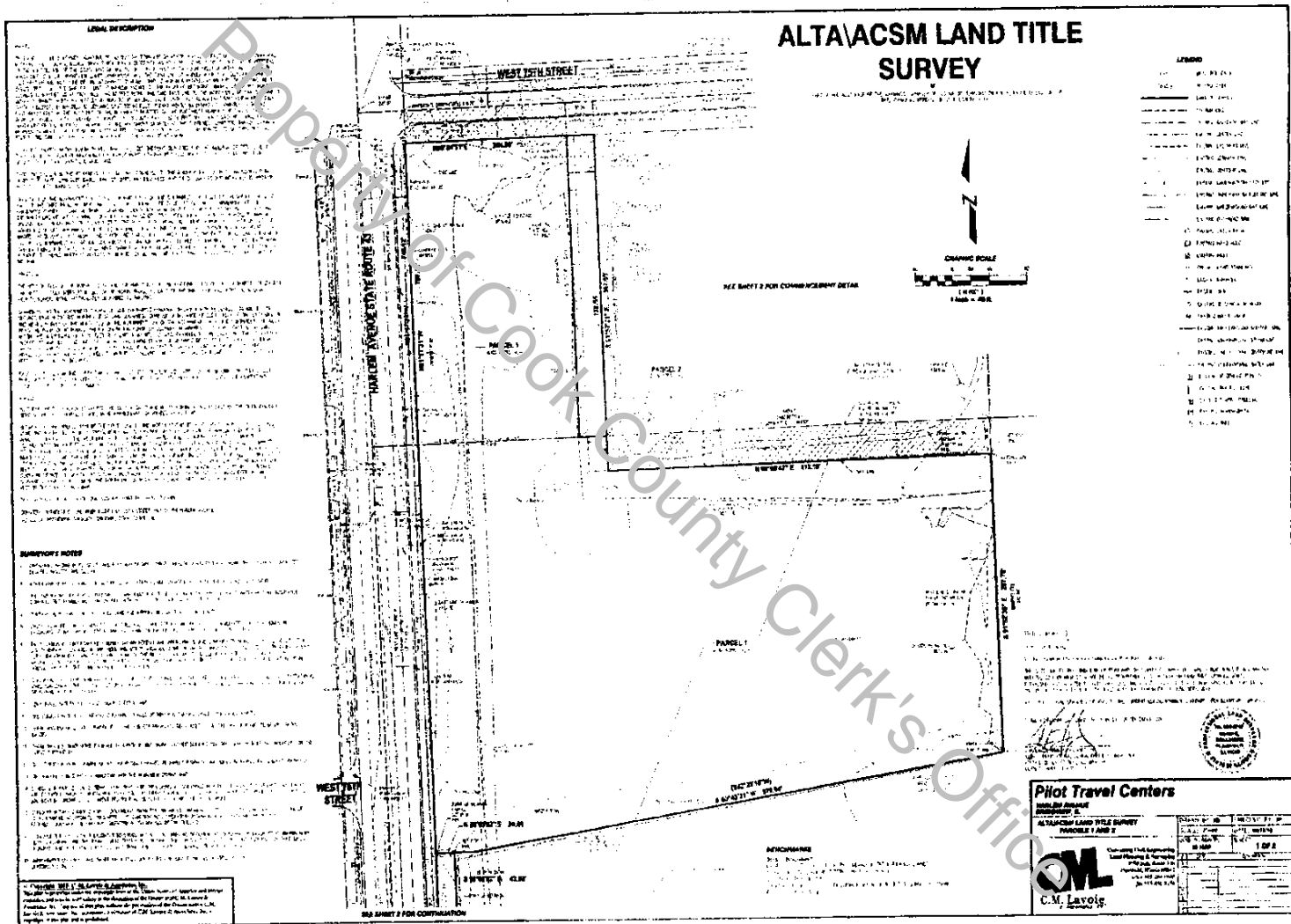
COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT A-1

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT A-2

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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

That part of the Southwest Quarter of Section 30, Township 38 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois more particularly described as follows: Commencing as a point of reference at the intersection of the South line of the North 1090.00 feet of said Southwest Quarter, also being the North line of M.S.A. Bridgeview Court Subdivision, and the East line of Harlem Avenue as dedicated, being 50 feet East of the West line of the Southwest Quarter; thence North 0 degrees 16 minutes 38 seconds West 349.88 feet along the said East line of Harlem Avenue to the Point of Beginning; thence continuing North 0 degrees 16 minutes 38 seconds West 740.12 feet along the said East line to the North line of said Southwest Quarter; thence North 89 degrees 49 minutes 10 seconds East 175.00 feet along last said North line; thence South 0 degrees 16 minutes 38 seconds East 332.61 feet; thence North 89 degrees 50 minutes 30 seconds East 443.17 feet to the West line of the Northeast Quarter of the Northwest Quarter of said Southwest Quarter; thence South 0 degrees 11 minutes 53 seconds East 332.78 feet along last said West line to the South line of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter; thence South 82 degrees 25 minutes 18 seconds West 578.84 feet; thence South 89 degrees 46 minutes 35 seconds West 43.56 feet to the said East line of Harlem Avenue to the Point of Beginning.

EXCEPTING THEREFROM the North thirty-three (33) feet thereof dedicated for the widening of 75th Street pursuant to the Plat of Dedication for Public Right-of-Way recorded March 29, 2001 as Document No. 0010251820, in Cook County, Illinois; and

EXCEPTING THEREFROM the following tract of land conveyed to the Burbank Park District, an Illinois park district, by Quit Claim Deed dated June 29, 2015, and recorded August 28, 2015 as Document No. 1524039235, in Cook County, Illinois, to wit:

That part of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 in Section 38 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois, described as follows: Commencing at the Northwest corner of said Southwest Quarter, thence North 88 degrees 04 minutes 51 seconds East along the North line of said Southwest Quarter, a distance of 255.00 feet; thence South 01 degrees 57 minutes 21 seconds East, a distance of 332.65 feet to the Point of Beginning also being a point on South line of the North 1/2 of said Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4; thence North 88 degrees 09 minutes 47 seconds East along said South line a distance of 413.17 feet to the East line of said Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4; thence South 01 degrees 52 minutes 36 seconds East along said East line, a distance of 35.00 feet; thence South 88 degrees 09 minutes 47 seconds West, a distance of 413.10 feet; thence North 01 degrees 57 minutes 21 seconds West a distance of 35.00 feet to the Point of Beginning.

PARCEL 2:

The West 30 feet of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 (except the West 225 feet thereof) in Section 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, more particularly described as follows:

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Commencing at the Northwest corner of said Southwest Quarter; thence North 88 degrees 04 minutes 51 seconds East along the North line of said Southwest Quarter, a distance of 225.00 feet to the East line of the West 225 feet of the North 1/2 of the Northwest 1/4 of the Southwest 1/4, also being the Point of Beginning; thence continuing North 88 degrees 04 minutes 51 seconds East along said North line, a distance of 30.00 feet to a line 30.00 West of and parallel to said East line, thence South 01 degrees 57 minutes 21 seconds East along said parallel line, a distance of 332.65 feet; thence South 88 degrees 09 minutes 47 seconds West, a distance of 30.00 feet to said East line of the West 225 feet aforesaid; thence North 01 degrees 57 minutes 21 seconds West along said East line a distance of 332.61 feet to the Point of Beginning.

EXCEPTING THEREFROM the North thirty-three (33) feet thereof dedicated for the widening of 75th Street pursuant to the Plat of Dedication for Public Right-of-Way recorded March 29, 2001 as Document No. 0010251820, in Cook County, Illinois.

PARCEL 3:

That part of the Southwest Quarter of Section 30, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, more particularly described as follows:

Beginning at the intersection of the South line of the North 1090.00 feet of said Southwest Quarter, also being the North line of M.S.A. Bridgeview Court Subdivision, and the East line of Harlem Avenue as dedicated, being 50 feet East of the West line of the Southwest Quarter; thence North 0 degrees 57 minutes 21 seconds West 349.88 feet along the said East line of Harlem Avenue; thence North 88 degrees 05 minutes 52 seconds East, for a distance of 20.00 feet to a point on a line that is 20.00 feet East of as measured at right angles to, and parallel with, said East line of Harlem Avenue; thence South 01 degrees 57 minutes 21 seconds East along said parallel line, for a distance of 349.89 feet to said South line of the North 1090.00 feet of said Southwest Quarter, also being the North line of M.S.A. Bridgeview Court Subdivision; thence South 88 degrees 05 minutes 12 seconds West along said South line of the North 1090.00 feet of said Southwest Quarter, also being the North line of M.S.A. Bridgeview Court Subdivision; for a distance of 20.00 feet to the Point of Beginning.

PINs 19-30-300-011-0000 & 19-30-300-029-0000

7501 South Harlem Avenue, Bridgeview, Illinois 60455

UNOFFICIAL COPY

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

UNOFFICIAL COPY

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

EXHIBIT C

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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UTILITY AND GOVERNING AGENCY CONTACTS

Public Utilities
 CANNONVILLE DISTRICT
 1215 W. 151ST STREET
 WHEAT RIDGE, CO. 80033
 PHONE: 303.473.1100
 FAX: 303.473.1101
 WWW: www.puc.co

City of Wheat Ridge
 PUBLIC WORKS DEPARTMENT
 1215 W. 151ST STREET
 WHEAT RIDGE, CO. 80033
 PHONE: 303.473.1100
 FAX: 303.473.1101
 WWW: www.wheatridge.org

City of Aurora
 PUBLIC WORKS DEPARTMENT
 1515 S. W. 10TH AVENUE
 AURORA, CO. 80016
 PHONE: 303.733.4000
 FAX: 303.733.4001
 WWW: www.aurora.org

City of Westminster
 PUBLIC WORKS DEPARTMENT
 500 W. 104TH AVENUE
 WESTMINSTER, CO. 80004
 PHONE: 303.426.4000
 FAX: 303.426.4001
 WWW: www.westminster.org

PROJECT TEAM

Client
 CHICAGO BRIDGE & EAST RIVER TRADING CO.
 1200 N. MICHIGAN AVE.
 CHICAGO, IL 60611
 PHONE: 312.467.5000

Contract
 1. M. HANCOCK & ASSOCIATES, INC.
 2. CHICAGO BRIDGE & EAST RIVER TRADING CO.
 3. CHICAGO BRIDGE & EAST RIVER TRADING CO.

BENCHMARKS

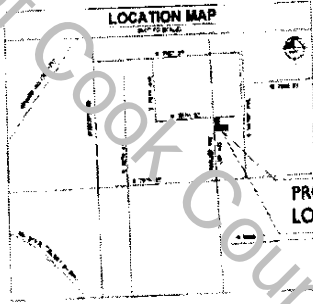
1. CANNONVILLE DISTRICT
 1215 W. 151ST STREET
 WHEAT RIDGE, CO. 80033
 ELEVATION: 6375.50

2. CITY OF WESTMINSTER
 500 W. 104TH AVENUE
 WESTMINSTER, CO. 80004
 ELEVATION: 6380.00

3. CITY OF AURORA
 1515 S. W. 10TH AVENUE
 AURORA, CO. 80016
 ELEVATION: 6385.00

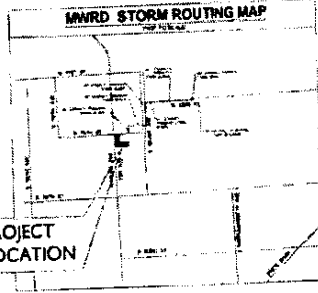
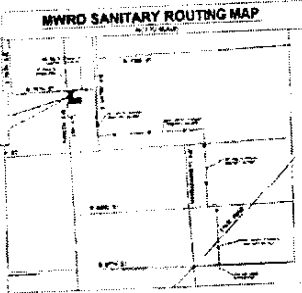
**CIVIL ENGINEERING PLANS
 PILOT - BRIDGEVIEW**

**SEC OF HARLEM AVE (IL-43) & W 75TH ST
 BRIDGEVIEW, IL 60455**



INDEX OF SHEETS

SHEET NUMBER	SHEET TITLE
C0.0	COVER SHEET
V0.0	SITE SURVEY
V0.1	SITE SURVEY
C1.0	GENERAL NOTES
C2.0	EXISTING CONDITIONS AND DEMOLITION PLAN
C3.0	SITE PLAN
C4.0	SITE GRADING PLAN
C4.1	ENLARGED GRADING PLAN
C4.2	ENLARGED GRADING PLAN
C4.3	CURB RAMP GRADING DETAILS
C4.4	DRAINAGE EXHIBIT
C5.0	SITE PAVING PLAN
C5.1	SITE PAVING AND CONCRETE CURB SECTIONS
C5.2	SITE CONCRETE SECTIONS AND DETAILS
C5.3	SITE PAVING AND CONCRETE CURB SECTIONS
C5.4	SITE CIVIL DETAILS
D6.0	SITE UTILITY PLAN
C6.1	SANITARY SEWER PROFILES
C6.2	TRUCK FUEL AREA UTILITY PLAN
C6.3	HARLEM AVENUE (IL-43) UTILITY PLAN
C7.0	EROSION CONTROL PLAN
C7.1	EROSION CONTROL DETAILS
C8.0	CONSTRUCTION DETAILS
C8.1	CONSTRUCTION DETAILS
C8.2	CONSTRUCTION DETAILS
C8.3	CONSTRUCTION DETAILS
C8.4	CONSTRUCTION DETAILS
C8.5	CROSS SECTIONS
C8.6	CROSS SECTIONS



PROFESSIONAL ENGINEER'S CERTIFICATION
 I, E. J. KLINE, LICENSE NO. 0023426, STATE OF ILLINOIS, CIVIL ENGINEER, HEREBY CERTIFY THAT THE PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THE PROJECT DESCRIBED ABOVE ARE MY OWN WORK AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF ILLINOIS.
 DATE: 11/10/2010
 CHICAGO BRIDGE & EAST RIVER TRADING CO.
 BRIDGEVIEW, ILLINOIS

PILOT
PILOT TRAVEL CENTER
 1100 W. 151ST STREET
 WHEAT RIDGE, CO. 80033

COVER SHEET
 PILOT TRAVEL CENTER
1100 W. 151ST STREET
 WHEAT RIDGE, CO. 80033

C0.0

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COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

EXHIBIT D

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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PROPOSED NOTTINGHAM PARK SUBDIVISION

WEST 27TH STREET

STATE ROUTE 43

PROPOSED PLAY AREA

PROPOSED SWAMP

PROPERTY DESCRIPTION

SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 WEST, COUNTY OF COOK, ILLINOIS.

ACRES: 1.25

OWNER

MR. JOHN D. SMITH

PLANNED BY

MR. JOHN D. SMITH

DATE OF PLAN

10/15/2022

SCALE

AS SHOWN

PLANNED BY

MR. JOHN D. SMITH

DATE OF PLAN

10/15/2022

SCALE

AS SHOWN

NOTICE TO THE PUBLIC

THE BOARD OF SUPERVISORS HAS REVIEWED AND APPROVED THE SUBDIVISION MAP FOR THE PROPOSED NOTTINGHAM PARK SUBDIVISION. THE BOARD HAS DETERMINED THAT THE SUBDIVISION MAP IS IN ACCORDANCE WITH THE SUBDIVISION ACT AND THE ZONING ORDINANCE OF COOK COUNTY, ILLINOIS.

APPROVED BY BOARD OF SUPERVISORS

DATE: 10/15/2022

COMMISSIONER OF LAND

DATE: 10/15/2022

PLANNING AND ZONING COMMISSION

DATE: 10/15/2022

PILOT

REGISTERED PROFESSIONAL ENGINEER

C.M. LAVERGNE

NO.	DATE	BY
1	10/15/2022	J.D. SMITH
2	10/15/2022	J.D. SMITH
3	10/15/2022	J.D. SMITH
4	10/15/2022	J.D. SMITH
5	10/15/2022	J.D. SMITH

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COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT E

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

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PURCHASE AND SALE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 7th day of January, 2015 (the "Effective Date") by and between the VILLAGE OF BRIDGEVIEW, a home rule municipality within the State of Illinois ("Seller" or "Village"), and JSB Acquisitions, LLC, an Illinois limited liability company, or its nominee, designee or assignee ("Purchaser").

RECITALS:

Seller is the owner of fee simple title to certain property located at the southeast corner of Harlem Street and 75th Street, Bridgeview, IL, a preliminary site plan is attached hereto as Exhibit A (together with such other property as set forth below, defined as the "Property"). The parties agree that Exhibit A shall be amended to include a legal description of the Property upon completion of an acceptable survey.

Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, each upon and subject to the terms and conditions of this Agreement.

Purchaser desires to enter into an agreement with a gasoline company or such other entity as may be approved in writing by the Seller in its sole discretion, for the operation of a gasoline, diesel fuel and convenience store (the "Project").

Seller has determined that the construction and development of the Project on the Property will be in its best interest and is a material condition upon which Seller is relying in entering into this agreement.

The covenant of the Purchaser to develop the Property in accordance with the terms of this Agreement is specifically part of the valuable consideration to be received by the Seller.

NOW, THEREFORE, in consideration of the foregoing, of the covenants, promises and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. The Property.

1.1. Description.

Subject to the terms and conditions of this Agreement, and for the consideration herein set forth, Seller agrees to sell and transfer, and Purchaser agrees to purchase and acquire, all of Seller's right, title and interest in and to the following (collectively, the "Property"):

1.1.1. Land. Certain land consisting of approximately 278,784 square feet located in Bridgeview, Illinois, together with all and singular easements, covenants, agreements, rights, privileges, tenements, hereditaments and appurtenances thereunto now or hereafter belonging or appertaining thereto (collectively, the "Land") as depicted in Exhibit A attached hereto.

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1.2. Agreement to Convey. Seller agrees to convey, and Purchaser agrees to accept, on the Closing Date: (a) title to the Land and all easements, hereditaments and appurtenances by special limited warranty deed, subject to the "Permitted Exceptions" described in Section 3.3 hereof; and (b) title to the Personal Property, if any, by Bill of Sale (hereinafter defined).

2. Price and Payment.

2.1. The total consideration to be paid by Purchaser to Seller for the Property (the "Purchase Price") is One million two hundred thousand and No/100 Dollars (\$1,200,000.00) plus or minus net pro-rations and adjustments as provided herein, which shall be paid as follows:

2.2. Earnest Money:

Within eight (8) business days after the Effective Date Purchaser shall deliver to Chicago Title & Trust Company, Chicago, IL ("Escrowee"), the sum of Fifty Thousand and No/100 Dollars (\$50,000) in the form of a federal funds wire transfer to an account designated by Escrowee, which together with any interest earned thereon net of investment costs, is referred to in this Agreement as the "Earnest Money." If Purchaser so directs the Escrowee, Escrowee shall invest the Earnest Money in an interest bearing savings account or short term U.S. Treasury Bills or similar cash equivalent securities. Any and all interest earned on the Earnest Money shall be the property of Purchaser and reported to Purchaser's federal tax identification number. The Earnest Money shall be held by Escrowee pursuant to the Title Company's standard strict joint order escrow agreement between Seller and Purchaser. If the transaction contemplated by this Agreement closes in accordance with the terms and conditions of this Agreement, at Closing, the Earnest Money shall be delivered by the Escrowee to Seller as payment toward the Purchase Price. If this Agreement is terminated pursuant to any of the terms hereof, or if the transaction fails to close for any reason other than by reason of a default on the part of Purchaser, or if a contingency or condition set forth in this Agreement for the benefit of Purchaser is not satisfied or removed, the Earnest Money shall be delivered by the Escrowee to Purchaser, together with any and all interest earned thereon, without deduction or setoff. If the transaction fails to close due to a default on the part of Purchaser, the Earnest Money shall be delivered by the Escrowee to Seller as its sole and exclusive remedy.

2.3. Cash at Closing. The Purchase Price, net of the adjustments and prorations required by this Agreement (such amount being referred to as the "Cash Balance"), shall be paid at Closing (as defined) by wire transfer of funds to Escrowee.

3. Due Diligence Period; Seller Deliveries.

3.1. Deliveries. Seller will promptly furnish to Purchaser within fifteen (15) business days after the Effective Date (and at all times thereafter), in electronic form unless otherwise indicated the following information to the extent it is in Seller's possession:

3.1.1. The most recent survey for the Property;

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3.1.2. A copy of the most recent title policy and/or title commitment for the Property;

3.1.3. Certificates of occupancy for the Property and other documentation with respect to compliance of the Property with government requirements;

3.1.4. All third party engineering and environmental reports and assessments, action and/or work plans, contracts for remediation, soil and groundwater sampling reports and results;

3.1.5. A schedule of pending litigation affecting the Property, if any;

3.1.6. A copy of any existing leases and rental agreements, and all amendments, modifications, and understandings with respect thereto, along with a current rent roll, if any; and

3.1.7. Any and all other contracts, agreements, documentation or evidence relating to the ownership, zoning, financing, value, income, expense, operation, leasing, construction, maintenance and repair of the Property.

3.2. Purchaser's Conditions Precedent. At the option of Purchaser, the obligations of Purchaser under this Agreement are contingent and conditional upon Purchaser obtaining all approvals for zoning and those governmental permits and approvals ("Government Approvals") necessary for Purchaser's intended use of the Property. The Seller shall provide, at Purchaser's sole cost and expense, assistance reasonably requested by Purchaser in applying for said Government Approvals. Any one or more of the following, the failure of any of which shall, at the request of Purchaser and after the return to Purchaser of the Deposit, render this Agreement null and void.

3.2.1. During the period commencing on the first business day after Purchaser receives from Seller all documents and items required under Section 3.1 above and continuing until the date which is one hundred twenty days (120) days thereafter (the "Due Diligence Period"), Purchaser shall have the right to verify, inspect, investigate and review, in the Purchaser's sole discretion: (i) documentation of any covenants, conditions and restrictions and other exceptions of title of record, (ii) the condition of title to the Property and the Survey, (iii) physical inspection of the Property including engineering investigation, (iv) valuation appraisal of the Property, (v) environmental condition of the Property (including conducting a Phase I Environmental Assessment (the "Phase I") and if recommended by the Phase I, a Phase II Environmental Report (the "Phase II") and (vi) any and all other documentation or evidence relating to the ownership, zoning, financing, value, construction, expense, operation, maintenance and repair of the Property. Upon Seller's written certification that delivery of all materials required under Section 3.1 has been provided to Purchaser, Seller and Purchaser shall jointly confirm in writing the commencement date of the Due Diligence Period. From the date of this Agreement through Closing, Purchaser and its agents, engineers, surveyors, appraisers, auditors and other representatives shall have the right to enter upon the Property to inspect, examine, survey, obtain engineering inspections, perform environmental testing and studies, appraise, and otherwise do that which, in the opinion of Purchaser, is necessary to determine

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the boundaries, acreage and condition of the Property and to determine the suitability of the Property for the uses intended by Purchaser (including, without limitation, inspect, review and copy any and all documents in the possession or control of Seller, its agents, contractors or employees, and which pertain to the construction, ownership, use, occupancy or operation of the Property or any part thereof). In connection with the preceding sentence, Seller shall cooperate with Purchaser in connection with Purchaser's reasonable due diligence activities, and during ordinary business hours, after reasonable advance notice to Seller, Seller shall make the Property available for examination by Purchaser and Purchaser's agents and representatives. If for any reason whatsoever Purchaser determines in its sole and absolute discretion that the Property is unsuitable for its purposes and delivers written notice to Seller of such decision within said Due Diligence Period, the Deposit shall be returned to Purchaser, at which time this Agreement shall be null and void and neither party shall have any rights or obligations under this Agreement. Purchaser's failure to terminate this Agreement prior to the expiration of the Due Diligence Period shall be deemed a waiver by Purchaser of the right to terminate the Agreement pursuant to the terms of this Section 3.2. Purchaser shall have the right to extend the Due Diligence Period for two (2) sixty day (60) periods if government approvals have not been completed and Purchaser has been diligent in pursuit of the above.

3.2.2. During the Due Diligence Period, Purchaser shall apply for all Governmental Approvals. The requests for the Governmental Approvals shall be reasonably acceptable to Seller. The Seller shall provide, at Purchaser's sole cost and expense, assistance reasonably requested by Purchaser in applying for said Governmental Approvals.

3.2.3. If, at the end of the expiration of the Due Diligence Period, the applicable governmental entities have not granted the Governmental Approvals (exclusive of building permits or certificate of occupancy), so long as Purchaser uses, and diligently continues to use, commercially reasonable efforts to obtain the Governmental Approvals, upon the written request of Purchaser, Seller shall grant Purchaser two (2), extension periods (the "Initial Extension and Second Extension") to secure such Governmental Approvals in the manner set forth as follows:

3.2.4. At or prior to the end of the expiration of the Due Diligence Period, Purchaser shall have the right, in its sole discretion, to terminate the Purchase Agreement and the return of the entire Earnest Money Deposit in the event Purchaser is unable to obtain the Governmental Approvals.

3.2.5. Prior to the expiration of the Due Diligence Period, Purchaser may extend the time period to get the Governmental Approvals for sixty (60) days (the "Initial Extension Approval Period"), by (a) notifying Seller in writing of its decision to proceed and (b) depositing an additional Twenty-Five Thousand and No 100/Dollars (\$25,000.00) as Earnest Money (the "Second Deposit" with the initial deposit of Earnest Money, the "Earnest Money") with the Escrowee.

3.2.6. Prior to the expiration of the Initial Extension Approval Period, so long as Purchaser continues to use commercially reasonable efforts to obtain the Governmental Approvals, at the written request of Purchaser accompanied by authorization to

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the Escrowee to release the Second Deposit to Seller, Seller shall agree to the second extension of sixty (60) days (the "Second Extension Approval Period").

3.2.7. In the event that at the end of the Second Extension Approval Period, Purchaser notifies the Seller in writing that it has not received the Governmental Approvals, and Purchaser does not desire to close on the transaction as contemplated in this Agreement, the initial Earnest Money Deposit (\$50,000.00) shall be returned to the Purchaser, and all sums previously paid to Seller, shall be retained by Seller.

3.3. Easements. Purchaser shall be solely responsible during the Due Diligence Period for obtaining any cooperation required from the adjacent property owners, including but not limited to, their agreement to any and all easements which Purchaser deems necessary for the purpose of construction and operation of a commercial development on the Property. Seller agrees to reasonably cooperate with Purchaser in any attempt to obtain such cooperation, but shall not be required to expend any monies in connection therewith.

3.4. Purchaser Indemnification. Purchaser shall indemnify and hold Seller harmless against any losses and damages suffered by Seller arising out of Purchaser's due diligence activities hereunder, provided, however, that (i) this indemnity shall not apply to the extent such liability arises in connection with the negligence or willful misconduct of Seller, and (ii) Purchaser shall have no liability to Seller or to any other person or entity by reason of, nor shall Purchaser have any duty to indemnify, defend or hold any person or entity harmless from or against, any claim, demand, damage, loss, action, liability, cause of action or judgment, including, without limitation, any claim, for diminution in value of the Property or for environmental remediation or clean-up costs, arising out of or in connection with the fact of having discovered and/or reported (as may be required by law) any adverse physical condition, title condition or other defect with respect to the Property.

3.5. Status of Title to Property. At Closing, Seller shall convey to Purchaser or Purchaser's nominee, designee or assignee the entire fee simple estate in and to the Land by a recordable special warranty deed, subject only to: (i) the Approved Title Exceptions (as hereafter defined) and (ii) the lien of general real estate taxes for the current year and subsequent years which are not yet due or payable (the above enumerated exceptions collectively referred to as the "Permitted Exceptions").

3.6. Preliminary Evidence of Title. Seller shall furnish Purchaser with the following documents to evidence the condition of Seller's title to the Property:

3.6.1. Within thirty (30) days after the Effective Date, Seller shall deliver to Purchaser a commitment (the "Title Commitment") for a current form of ALTA 2006 Form B Owner's Policy of Title Insurance Policy proposing to insure Purchaser and committing to insure the Premises in the amount of the Purchase Price, issued by the Title Company. The Title Commitment shall be effective as of the Effective Date and shall show fee simple title in Seller. The Owner's Title Insurance Policy to be issued to Purchaser at Closing pursuant to Section 10.2.7 below shall contain an extended coverage endorsement over the so-called general or standard exceptions which are a part of the printed form of the policy (unless the same are deleted) at Purchaser's sole cost. Additionally, Purchaser may obtain, any

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of the following additional endorsements to the extent available, at Purchaser's sole cost and expenses ("Specified Endorsements"): a comprehensive 3.1 zoning endorsement (including coverage for parking and loading docks), an ALTA Form 116.4 contiguity endorsement (insuring that any separate parcels or tracts comprising the Land are contiguous to each other, without any strips, gaps or gores in between), a tax number endorsement, a survey endorsement, an access endorsement and such other endorsements as counsel for Purchaser shall reasonably deem to be appropriate. Seller agrees to cooperate with Purchaser in connection with any of the Specific Endorsements desired by Purchaser, provided that Seller shall not be required to incur any cost or liability in doing so.

3.6.2. Together with delivery of the Title Commitment, Seller shall cause the Title Insurer to furnish to Purchaser copies of all documents disclosed by the Title Commitment, and all other documents evidencing or, to the extent in the possession or control of Seller, relating to matters reflected in the Title Commitment.

3.6.3. At Purchaser's discretion, Purchaser will pay for and provide a survey, which will legally describe the Property, and will be mutually agreed upon by the parties (the "Survey") of the Property, dated on or subsequent to the date of this Agreement certified to Purchaser, Seller and the Title Company by a surveyor registered in the state in which the Land is located, prepared in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys (as jointly established and adopted in 2005 by the American Land Title Association and American Congress On Surveying and Mapping) for an Urban ALTA/ACSM LAND TITLE SURVEY (as defined therein) with such Optional Survey Responsibilities and Specifications (Table A) Items as may be required by the Purchaser at no cost to the Seller.

3.6.4. Title Defects. If the Title Commitment or Survey (or any revision or update of any of them) discloses exceptions to title or any other matter reasonably objectionable to Purchaser, except for exceptions relating to Seller's existing financing (if any) which Seller shall cause to be removed at Closing, Purchaser shall so notify Seller within ten (10) days after Seller has delivered the last of the Title Commitment and Survey to Purchaser, and Seller shall have ten (10) days from the date of such notice to have each such unpermitted exception(s) to title removed, or to have the Title Company commit to insure over such unpermitted exception(s), or to correct each such other matter, in each case to the reasonable satisfaction of Purchaser. If within the time specified, Seller cannot, elects not to, or fails to respond to Purchaser's request to, have each such unpermitted exception(s) removed, insured over or correct each such other matter as aforesaid, Purchaser may elect to either (i) terminate this Agreement and immediately receive from Escrowee the Deposit, or (ii) elect to accept title to the Property as it then is with the right to deduct from the Purchase Price a sum equal to the amount required to discharge liens or encumbrances of a definite or ascertainable amount. If Purchaser fails to make either such election, Purchaser shall be deemed to have elected option (ii). Notwithstanding the foregoing, Seller shall cause any mortgage(s) or other related documents on the Property to be released as of Closing. All exceptions set forth in the title commitment which are not timely objected to by Purchaser as set forth above in this Section 3.4.4 shall hereafter be referred to as the "Approved Title Exceptions."

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3.7. Lease. In the event that there is an executed lease with a third-party operator for the construction of the Project, in order to confirm Seller's approval of those provisions relating to matters which may impact the Seller or other restrictions on or to Seller's property, Purchaser shall give a copy of said lease to Seller. All financial information shall be redacted and remain confidential.

4. Prior to Closing.

Until Closing, Seller or Seller's agents shall keep the Property insured against fire and other hazards covered by extended coverage endorsement and comprehensive public liability insurance against claims for bodily injury, death and property damage occurring in, on or about the Property. In addition, Seller shall operate and maintain the Property substantially in accordance with Seller's past practices with respect to the operation of the Property, and deliver the Property to Purchaser at Closing in its present condition, normal wear and tear excepted and except as described in Section 7.

5. Representations and Warranties.

5.1. By Seller.

Seller represents and warrants to Purchaser that:

5.1.1. Seller is a home rule municipality duly organized and validly existing under the laws of the State of Illinois.

5.1.2. Seller has the power to acquire, own, and dispose of the Property and to engage in the transactions contemplated in this Agreement.

5.1.3. The execution of this Agreement by Seller will not result in a breach of, violate any term or provision of, or constitute a default under any articles of incorporation, bylaws, partnership agreement, indenture, deed to secure debt, deed of trust, mortgage, lease or other document by which Seller is bound.

5.1.4. To the best of Seller's knowledge, there are no claims, causes of action or other litigation or proceedings pending or threatened in respect to the ownership or operation of the Property or any part thereof (including disputes with mortgages, governmental authorities, utilities, contractors, adjoining land owners and suppliers of goods or services).

5.1.5. Seller has not received any notice of any violations of law or ordinance in respect to the Property, which have not been entirely corrected.

5.1.6. There are no tenants, leases or licenses or other agreements to lease, license, or use (collectively "Leases") any portion of the Property.

5.1.7. Seller represents that in the event that the Closing is consummated pursuant to the terms hereof, the Seller shall assist Purchaser in obtaining

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necessary permits to build an access road between the Property and the adjacent property known as the intermodal property in the manner depicted on Exhibit B attached hereto.

5.1.8. If any of Seller's representations, covenants and warranties contained in this Agreement shall not be true, correct and complete upon Closing in all material respects, Purchaser may, at its option, either terminate this Agreement (in which case Purchaser shall be relieved of any obligations hereunder and the Deposit and all interest earned thereon shall be returned to Purchaser), or proceed to Closing without affecting its rights and remedies against Seller after Closing.

5.1.9. AS-IS CONDITION PURCHASER IS AFFORDED DUE DILIGENCE RIGHTS UNDER THIS AGREEMENT. IT IS UNDERSTOOD AND AGREED THAT EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR IN DOCUMENTS TO BE DELIVERED AT CLOSING, SELLER AND ITS AGENTS HAVE NOT MADE AND ARE NOT NOW MAKING, AND THEY HEREBY SPECIFICALLY DISCLAIM, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, STATEMENTS, WARRANTIES, REPRESENTATIONS, OR GUARANTIES AS TO: (1) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF; (2) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, AND WATER TABLE; (3) WHETHER, AND THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD-PRONE AREA, FLOOD PLAIN, FLOODWAY, OR SPECIAL FLOOD HAZARD; (4) DRAINAGE; (5) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY; (6) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT; (7) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF; (8) LOCATION, USE, DESIGN, QUALITY, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY; (9) THE PRESENCE OF HAZARDOUS SUBSTANCES OR VIOLATIONS OF ENVIRONMENTAL LAWS IN, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY; (10) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS ON THE PROPERTY; (11) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY; (12) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; AND/OR (13) SUITABILITY, PURCHASER AFFIRMING THAT PURCHASER HAS NOT RELIED ON SELLER'S OR ITS AFFILIATES' OR AGENTS' SKILL OR JUDGMENT TO SELECT THE PROPERTY.

5.2. By Purchaser. Purchaser represents and warrants to Seller that:

5.2.1. Purchaser is a limited liability company or corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois, is authorized to do business in the State of Illinois, has duly authorized the execution and performance of this Agreement.

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5.2.2. Prior to the expiration of the Due Diligence Period it shall provide Seller with documentation demonstrating Purchaser's financial ability to construct and complete the project, as contemplated by this Agreement (the "Project"). Such documentation shall include, but not be limited to evidence (including identification of parties) of the equity and financing, if any to be obtained in completion of the Project, as well as the development and construction schedule and projected the cash flow.

5.3. Broker. Each of the Seller and Purchaser represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the sale of the Property. Seller and Purchaser agree that each will indemnify, defend and hold the other free and harmless from the claims of any broker(s), representative(s), employee(s), agent(s) or other intermediary (ies) claiming to have represented Seller or Purchaser, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property.

5.4. Patriot Act. Purchaser is not a person or entity described by Section 1 of Executive Order 13224 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism, 66 Federal Register 49,079 September 24, 2001, or (ii) to Purchaser's knowledge, has Purchaser engaged in any dealings or transactions with any such persons or entities.

5.5. Internal Revenue Code. The parties hereto shall comply with the Internal Revenue Code and the regulations there under, and any amendments or successors thereto.

6. Costs and Prorations.

6.1. Purchaser's Costs. Purchaser will pay the following costs of closing this transaction:

6.1.1. The fees and disbursements of its counsel, inspecting architect and engineer, if any;

6.1.2. All escrow fees;

6.1.3. Any and all special endorsements not specifically provided for herein, and the cost of recording the deed;

6.1.4. Any other expense(s) incurred by Purchaser or its representative(s) in inspecting or evaluating the Property or closing this transaction;

6.2. Seller's Costs. Seller will pay the following costs of closing this transaction:

6.2.1. The fees and disbursements of Seller's counsel;

6.2.2. The cost of any state, county, and local transfer, stamp or documentary taxes and the cost of recording any release of any encumbrance on the Property which is not a Permitted Encumbrance;

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6.2.3. The cost of an ALTA owner's title insurance policy in the amount of the Purchase Price, with extended coverage over the five general exceptions and any and all special endorsements specifically provided for in the Title Commitment; and

6.3. Prorations. Charges and assessments affecting the Property; utility charges and deposits; and all other items other than real estate taxes customarily prorated shall be prorated as of the Closing Date on the basis of the most recent ascertainable amounts of or other reliable information in respect to each such item, and the net credit to Purchaser or Seller shall be paid in cash or as a credit against that portion of the Purchase Price payable on the Closing Date. Any item prorated on an estimated basis on the Closing Date shall be reprorated by the parties when and as the actual amount of such item of income or expense becomes known. The party to whom credit is due shall effect any adjustment due to reparation not later than thirty (30) days following final determination of the amount of such item and demand.

6.4. Taxes. General real estate taxes (i.e., taxes for the year for which such taxes are actually assessed) shall be prorated at 100% of the most recently ascertainable taxes as of the Closing Date with Purchaser receiving a credit for taxes assessed for any period prior to the Closing Date and due and payable on or after the Closing Date. Purchaser shall pay all real estate taxes and special assessments which are due and payable after the Closing Date, including, without limitation, real estate taxes which are attributable to periods prior to closing for which Purchaser receives a credit hereunder.

6.5. In General. Any other costs or charges of closing this transaction not specifically mentioned in this Agreement shall be paid and adjusted in accordance with local custom.

6.6. Purpose and Intent. Except as expressly provided herein, the purpose and intent as to the provisions of prorations and apportionments set forth in this Section and elsewhere in this Agreement is that Seller shall bear all expenses of ownership and operation of the Property and shall receive all income therefrom accruing through midnight at the end of the day preceding the Closing and Purchaser shall bear any such expenses and receive all such income accruing thereafter.

7. Damage, Destruction or Condemnation.

7.1. Material Event. If, prior to Closing, either (a) twenty five percent (25 %) or more of the net square footage of the Property is rendered completely untenable or permanently taken under the power of eminent domain, or (b) access to the Property is destroyed or permanently taken under the power of eminent domain, Purchaser or Seller may elect to terminate this Agreement by giving written notice to the other party of its election to terminate this Agreement (the "Termination Notice") within fourteen (14) days after receiving notice of such destruction or permanent taking. If neither Purchaser nor Seller gives such written Termination Notice within such fourteen (14) day period, this transaction shall be consummated on the Date of Closing and at the full Purchase Price provided for in Section 2, and Seller shall assign to Purchaser the physical damage proceeds of any insurance policy (ies) payable to Seller, or Seller's portion of any condemnation award, in both cases, up to the amount of the Purchase

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Price, and, if an insured casualty, pay to Purchaser the amount of any deductible but not to exceed the amount of the loss.

7.2. Immaterial Event. If, prior to Closing less than twenty five percent (25%) of the net square footage of the Property is rendered completely untenable or permanently taken under the power of eminent domain, Seller and Purchaser shall close this transaction on the Date of Closing and Purchaser shall pay the Purchase Price agreed upon in Section 2, and Seller shall assign to Purchaser the physical damage proceeds of any insurance policies payable to Seller or Seller's portion of any condemnation award, in both cases, up to the amount of the Purchase Price and, if an insured casualty, pay to Purchaser the amount of any deductible but not to exceed the amount of the loss and if an uninsured casualty, an amount determined by an appraiser or adjuster selected by Purchaser, but the selection shall be subject to Seller's reasonable approval.

8. Notices. Any notice required or permitted to be given hereunder shall be deemed to be given (a) upon receipt if hand delivered (b) 1 business day after pickup by similar overnight express service, (c) 3 days after mailing by certified or registered mail, return receipt requested, or (d) upon receipted transmission if by fax, in either case addressed to the parties at their respective addresses set forth below:

If to Seller:
 Village of Bridgeview
 Attn: Mayor Landek
 7500 S. Oketo Avenue
 Bridgeview, Illinois
 Tel: 708-594-2525

With a copy to:

Mary Patricia Burns
 Burke Burns & Pinelli, Ltd.
 70 West Madison, Suite 4300
 Chicago, IL 60602
 Telephone: 312-541-8600
 Fax: 312-541-8603

If to Purchaser:

JSB Acquisitions, LLC
 Attn: Joseph Jankovsky
 One Trans Am Plaza
 Oakbrook Terrace, IL 60181
 Telephone: 630.620.1500
 Fax: 630.620.1501

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With a copy to:

Jerome S. Schain
 Schain Banks
 70 W. Madison, Ste 5300
 Chicago, IL 60602
 Telephone: 312-345-5742
 Fax: 312-345-5701

or in each case to such other address as either party may from time to time designate by giving notice in writing to the other party.

9. Closing and Escrow.

9.1. Escrow Instructions. Seller and Purchaser agree to execute such escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement, provided, however that in the event of any conflict between the provisions of this Agreement and any escrow instructions, the terms of this Agreement shall prevail. The transaction shall be closed by means of a so-called "New York Style Closing," with the concurrent delivery of the documents of title, transfer of interests, delivery of the title policy described in Section 10.2.7 and the payment of the Purchase Price. The Seller shall provide and pay for any undertaking (the "Gap Undertaking") to the Title Company necessary for the New York Style Closing to occur. Purchaser shall pay the charges of the Title Company for such New York Style Closing.

9.2. Seller's Deliveries. Seller shall deliver either at the Closing or by making available at the Property, as appropriate, the following original documents, if available, each executed and, if required, acknowledged:

9.2.1. A special limited warranty deed to the Property (the "Deed"), subject to the Permitted Exceptions and other matters reasonably approved by Purchaser or Purchaser's counsel.

9.2.2. A bill of sale (the "Bill of Sale") conveying the Personal Property to Purchaser.

9.2.3. An affidavit pursuant to the Foreign Investment and Real Property Tax Act.

9.2.4. An Owner's Affidavit and such other similar documents as are reasonably required from Seller pursuant to the Title Commitment as a condition precedent to the issuance of an Owner's Title Insurance Policy pursuant to the terms thereof.

9.2.5. An ALTA owner's title policy in the amount of the Purchase Price conforming in all respects to the Title Commitment (with unpermitted exceptions deleted or insured over) and Approved Permitted Exceptions and with extended coverage on the general exceptions and all Specified Endorsements.

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9.2.6. Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Purchaser to fully effect and consummate the transactions contemplated hereby.

9.3. Purchaser's Deliveries.

At the Closing, Purchaser shall (i) pay Seller the Purchase Price as required by, and in the manner described in, Section 2 hereof; (ii) execute any agreements referred to in Section 9.2 hereof requiring counter execution by Purchaser; and (iii) execute and deliver such other documents and instruments as may be reasonably required by the Title Company.

9.4. Possession. Purchaser shall be entitled to possession of the Property at the conclusion of the Closing. The Property is 100% vacant. From and after the Effective Date, Seller shall not enter into new leases or extensions, amendments or renewals of existing leases, directly affecting the Property without the consent of the Purchaser, which consent shall not be unreasonably withheld or delayed.

9.5. Time is of the Essence. Purchaser's failure to close the transaction on the Closing Date, unless otherwise agreed to by the Seller, and due to no fault of the Seller, will result in a termination of the Agreement. Any extension of the Closing Date will be at the sole and absolute discretion of the Seller.

10. Default; Failure of Conditions.

10.1. Purchaser Default. If Purchaser shall breach the terms of, or default under, this Agreement, the Earnest Money shall be retained by Seller as liquidated damages, and both parties shall be relieved of and released from any further liability hereunder. Seller and Purchaser acknowledge and agree that (a) it would be extremely difficult to accurately determine the amount of damages suffered by Seller as a result of Purchaser's default hereunder; (b) the Earnest Money is a fair and reasonable amount to be retained by Seller as liquidated damages arising from Purchaser's default under this Agreement; and (c) retention by Seller of the Earnest Money upon Purchaser's default hereunder shall not constitute a penalty or a forfeiture. Notwithstanding anything herein to the contrary, in the event that the Project is not open for business as a going concern on or before the date which is two hundred and ten days after the date of the closing, then Purchaser shall remit to Seller the amount of receive Fifty thousand and No/Dollars (\$50,000.00) as reimbursement for costs and expenses incurred by Seller relating to the Project and this Agreement. If the opening for business is delayed for a period of time because of force majeure or acts beyond Purchaser's control, the 210 day period will be extended by said force majeure period of time. The provisions of this Section 10 shall survive the Closing.

10.2. Seller Default. If Seller shall refuse or fail to convey the Property to Purchaser in violation of Seller's obligations hereunder for any reason other than a default by Purchaser under this Agreement, Purchaser shall have all rights and remedies available to it at law or equity.

11. Post-Closing Obligations. Purchaser represents and warrants that it will use its best efforts to complete the Project and cause the Project to be an operating business no later than 202 days after the Closing Date.

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12. Prohibition of Transfer. Purchaser represents that it shall not, after the closing and prior to the completion of the Project and the operation of the Project as a going concern, as evidenced by the issuance of a certificate of occupancy issued by the Seller, make any sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other form with respect to this Agreement or the Property except as may be required for Purchaser's obtaining financing for the Project, without the prior written approval of the Seller.

13. Reimbursement Costs. Purchaser shall receive from the Village up to One Million and No/Dollars (\$1,000,000.00) as reimbursement for costs actually incurred in the development and construction of the Project. Such costs shall only be reimbursed upon provision to the Seller of valid receipts evidencing the same and shall be paid to Purchaser within thirty (30) days from the date of their submittal, provided, however, in no event shall any payment required to be made in this Section be due to the Seller and payable prior to the issuance of a certificate of occupancy for the Project.

The foregoing obligations shall survive Closing.

14. Sales Tax Division. When the Project is open for business to the public, the Purchaser shall receive from the Seller fifty percent (50%) of the sales tax collected by the Seller relating to the operation of the business on the Property (excluding any funds received by the Seller arising out of any gaming or the Village's motor fuel tax) for a period of seven years beginning on the date that the Seller issues the certificate of occupancy for the Project. Beginning on the date following the seventh anniversary of the issuance of the certificate of occupancy and continuing until the eighth anniversary thereof (eight years after the aforesaid 7-year period), the Purchaser shall receive from the Seller twenty five percent (25%) of the sales tax collected by the Seller relating to the operation of the business on the Property (excluding any funds received by the Seller arising out of any gaming or Village's motor fuel tax) In no event shall the amount received by Purchaser pursuant to the terms of this Section 14 exceed \$6,000,000.00 in the aggregate.

The Village shall remit to Purchaser any amount owed to Purchaser as calculated above within thirty (30) days of such transfer, which shall be evidenced by an executed disbursement statement and/or State Transfer Tax Declaration form.

If the two percent (2%) Bio Diesel Fuel Illinois State Tax exemption (tax exemption) is renewed, the Village will pay to the Purchaser the comparable amount of tax reimbursement from the Village's motor fuel tax that the Purchaser would have received if the tax exemption was not renewed or expired. If the Village increases its motor fuel taxes on the subject Project gas operator ("Gas Operator") over the current rate of municipal motor fuel taxes paid by the Speedway gas station at 5550 W. 79th Street in Burbank, Illinois as of the date hereof ("Overage"), the Village will rebate the Overage to the Gas Operator. For the sake of clarity, Overage shall not include the difference in the amount, if any, incurred in the event the city of Burbank lowers its rate of motor fuel tax on the subject Speedway.

The foregoing representations and warranties shall survive Closing.

15. Miscellaneous.

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15.1. Entire Agreement. This Agreement, together with the Exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

15.2. Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

15.3. Applicable Law. This Agreement shall be construed and enforced in accordance with the law of the State of Illinois.

15.4. Assignability. Purchaser may not assign this Agreement to an unrelated entity without first obtaining Seller's written consent which consent shall not unreasonably be withheld. Any assignment in contravention of this provision shall be void. No unpermitted assignment shall release Purchaser herein named from any obligation or liability under this Agreement.

15.5. Successors Bound. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.

15.6. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

15.7. No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

15.8. Time of Essence. Time is of the essence in this Agreement.

15.9. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

15.10. Time to Execute and Deliver. In the event that each party hereto fails to execute this Agreement and deliver the same to such other party, on or before January 31, 2015 this Agreement shall be deemed null and void and of no further force or effect. The Purchaser expressly acknowledges and agrees that the enforcement of this Agreement is expressly contingent upon the written approval of the Village Board of Trustees

15.11. Confidentiality. From and after the Effective Date through the Closing Date, the contents of this Agreement are for the Seller's and Purchaser's confidential use and the terms of such agreement shall not be disclosed to any other person or entity other than to the Purchaser's and Seller's, accountants, agents, representatives or attorneys, and then, only in connection with the transaction contemplated herein, and on a confidential basis, except where

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disclosure is required by law, or where the Seller and Purchaser consent in writing to the proposed disclosure.

15.12. Waiver. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

15.13. Date of this Agreement. The date of this Agreement shall be the date first written above, also known as the Effective Date.

15.14. Signage. The Village shall grant Purchaser the permanent right to construct a fuel center identification and directional sign on south Sayre Street pursuant to the attached exhibit.

15.15. Land Swap. The Village agrees to trade a 25-foot strip of land owned by the Village to the Park District for a strip of land owned by the Park District pursuant to the attached exhibit. The land acquired by the Village will be transferred to Purchaser by Village.

15.16. Easement. The Village will grant to Purchaser a permanent easement for truck and vehicular access to and from Sayre to Harlem on Village-owned land pursuant to the attached exhibit.

SIGNATURES APPEAR ON FOLLOWING PAGE.

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IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement on the date set forth below, effective as of the date set forth above.

SELLER:

THE VILLAGE OF BRIDGEVIEW, ILLINOIS

By: 
Name: Steven Johnson
Title: Village President

PURCHASER:

JSB ACQUISITIONS, LLC

By: 
Name: Steve Tinsley
Title: Managing Member

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

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THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1090.00 FEET OF SAID SOUTHWEST QUARTER, ALSO BEING THE NORTH LINE OF M.S.A. BRIDGEVIEW COURT SUBDIVISION AND THE EAST LINE OF HARLEM AVENUE AS DEDICATED, BEING 50 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 0 DEGREES 16 MINUTES 38 SECONDS WEST 349.88 FEET ALONG THE SAID LINE OF HARLEM AVENUE TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0 DEGREES 16 MINUTES 38 SECONDS WEST 740.12 FEET ALONG THE SAID EAST LINE TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 49 MINUTES 10 SECONDS EAST 175.00 FEET ALONG LAST SAID NORTH LINE; THENCE SOUTH 0 DEGREES 16 MINUTES 38 SECONDS EAST 322.61 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 30 SECONDS EAST 443.17 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 0 DEGREES 11 MINUTES 53 SECONDS EAST 332.78 FEET ALONG LAST SAID WEST LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 82 DEGREES 25 MINUTES 18 SECONDS WEST 578.84; THENCE SOUTH 89 DEGREES 46 MINUTES 35 SECONDS WEST 43.56 FEET TO THE SAID EAST LINE OF HARLEM AVENUE TO THE POINT OF BEGINNING.

Cook County Clerk's Office

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COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

EXHIBIT F

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and executed as of the 2nd day of September, 2015, by and between VILLAGE OF BRIDGEVIEW, a home rule municipality with the State of Illinois ("Owner"), and PILOT TRAVEL CENTERS LLC, a Delaware limited liability company ("Pilot").

WITNESSETH:

WHEREAS, Owner and Pilot entered into that certain Purchase and Sale Agreement (the "Agreement") dated January 7, 2015 for the purchase of certain real property consisting of approximately 0.5 acres, located at the southeast corner of Harlem Street and 75th Street in Bridgeview, Cook County, Illinois; and

WHEREAS, Owner and Pilot desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is hereby agreed as follows:

1. **Defined Terms.** Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings set forth in the Agreement.
2. **Interpretation.** To the extent the terms and conditions of this Amendment conflicts with the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.
3. **Due Diligence Deadline.** The Due Diligence Deadline is hereby extended until September 18, 2015, and Section 3.2.1 of the Agreement is modified accordingly; provided, however, Pilot shall continue to have the right to exercise any unexercised extension option available under the Agreement, if any, and nothing herein shall be deemed to modify or limit any of the provisions of the Agreement related thereto.
4. **Bill of Sale.** Section 9.2.2 of the Agreement is hereby deleted and shall not be replaced.
5. **Signage.** Section 15.14 of the Agreement is hereby deleted and shall not be replaced.
6. **Easement.** Section 15.16 of the Agreement is hereby deleted and shall not be replaced.
7. **Legal Description.** Exhibit A of the Agreement is hereby deleted and shall be replaced with Exhibit A attached hereto.

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8. **Counterparts.** This Amendment may be executed in counterparts, each of which will be deemed to be an original and taken together shall be considered as one document. Further, this document may be executed by facsimile signature and Owner and Pilot hereby acknowledge their intent to be bound by the facsimile signatures the same as if they are original signatures.


9. **Agreement Effective.** Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect, shall not be considered amended or modified except as is specifically set forth in this Amendment and are hereby ratified and confirmed in all respects.

10. **Due Authorization.** The parties hereby represent and warrant to one another that the person executing this Amendment on behalf of said party has been duly authorized to execute and deliver this Amendment and this Amendment is binding upon said party in accordance with the terms hereof.

IN WITNESS WHEREOF, this Amendment has been executed on the date first above written.


OWNER:

VILLAGE OF BRIDGEVIEW

By: 
Printed: Steven M. Landek
Its: Mayor

PILOT:

PILOT TRAVEL CENTERS LLC

By: 
Printed: David A. Clothier
Its: Authorized Representative



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EXHIBIT A

Legal Description

PROPOSED LOT 1 IN NOTTINGHAM PARK SUBDIVISION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1090.00 FEET OF SAID SOUTHWEST QUARTER, ALSO BEING THE NORTH LINE OF M.S.A. BRIDGEVIEW COURT SUBDIVISION, AND THE EAST LINE OF HARLEM AVENUE AS DEDICATED, BEING 50 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 01 DEGREES 57 MINUTES 21 SECONDS WEST 349.88 FEET ALONG THE SAID EAST LINE OF HARLEM AVENUE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 57 MINUTES 21 SECONDS WEST 707.12 FEET ALONG THE SAID EAST LINE TO THE SOUTH LINE OF WEST 75TH STREET AS DEDICATED FOR PUBLIC RIGHT-OF-WAY PER DOCUMENT 0010251820; THENCE NORTH 88 DEGREES 04 MINUTES 51 SECONDS EAST ALONG SAID SOUTH LINE; FOR A DISTANCE OF 205.00 FEET; THENCE SOUTH 01 DEGREES 57 MINUTES 21 SECONDS EAST, FOR A DISTANCE OF 324.85 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 47 SECONDS EAST, FOR A DISTANCE OF 413.17 FEET; TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREES 52 MINUTES 36 SECONDS EAST 297.78 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 80 DEGREES 43 MINUTES 31 SECONDS WEST 578.84 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 52 SECONDS WEST 43.56 FEET TO THE SAID EAST LINE OF HARLEM AVENUE TO THE POINT OF BEGINNING.

SAID PARCEL OF HEREIN DESCRIBED CONTAINS 277354.18 SQUARE FEET OR 6.367 ACERS MORE OR LESS.

PROPOSED LOT 2 IN NOTTINGHAM PARK SUBDIVISION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1090.00 FEET OF SAID SOUTHWEST QUARTER, ALSO BEING THE NORTH LINE OF M.S.A. BRIDGEVIEW COURT SUBDIVISION, AND THE EAST LINE OF HARLEM AVENUE AS DEDICATED, BEING 50 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 0 DEGREES 57 MINUTES 21 SECONDS WEST 349.88 FEET ALONG THE SAID EAST LINE OF HARLEM AVENUE; THENCE NORTH 88 DEGREES 05 MINUTES 52 SECONDS EAST, FOR A DISTANCE OF 20.00 FEET TO A POINT ON A LINE THAT IS 20.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH, SAID EAST LINE OF HARLEM AVENUE; THENCE SOUTH 01 DEGREES 57 MINUTES 21 SECONDS EAST ALONG SAID PARALLEL LINE, FOR A DISTANCE OF 349.88 FEET TO SAID SOUTH LINE OF THE NORTH 1090.00 FEET OF SAID SOUTHWEST QUARTER, ALSO BEING THE NORTH LINE OF M.S.A. BRIDGEVIEW COURT SUBDIVISION; THENCE SOUTH 88 DEGREES 05 MINUTES 12 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTH 1090.00 FEET OF SAID SOUTHWEST QUARTER, ALSO BEING THE NORTH LINE OF M.S.A. BRIDGEVIEW COURT SUBDIVISION; FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF HEREIN DESCRIBED CONTAINS 6997.46 SQUARE FEET OR 0.161 ACERS MORE OR LESS.

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COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT G

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION in hand paid, the receipt and adequacy of which is hereby acknowledged, JSB Acquisitions, LLC, an Illinois limited liability company, all of its rights, title, interest, duties and obligations in, to and under that certain Purchase and Sale Agreement dated January 7, 2015, by and between the Village of Bridgeview, Illinois and JSB Acquisitions, LLC, specifically including, but not limited to, all of the duties, responsibilities and obligations arising out of and relating to the representations, warranties, agreements, obligations and indemnities of the Purchaser to the Seller thereunder.

IN WITNESS WHEREOF, JSB ACQUISITIONS, LLC, an Illinois limited liability company, hereunto sets his hands this 31 day of January, 2015.

JSB Acquisitions, LLC

By: [Signature]
Name: Steve Tinsley
Title: Managing Member

ACCEPTANCE OF ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION in hand paid, the receipt and adequacy of which is hereby acknowledged, Pilot Travel Centers, LLC, a Delaware limited liability company, hereby accepts the assignment from JSB Acquisitions, LLC of all of its rights, title, interest, duties and obligations in, to and under that certain Purchase and Sale Agreement dated January 7, 2015, by and between JSB Acquisitions, LLC and Village of Bridgeview, Illinois, specifically including, but not limited to, all of the duties, responsibilities and obligations arising out of and relating to the representations, warranties, agreements, obligations and indemnities of the Purchaser to the Seller thereunder.

IN WITNESS WHEREOF, PILOT TRAVEL CENTERS, LLC, a Delaware limited liability company, hereunto sets its hand and seal this 31 day of January 2015.

PILOT TRAVEL CENTERS, LLC,
a Delaware limited liability company

By: [Signature]
Its: VP DEVELOPMENT

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CONSENT TO ASSIGNMENT OF "PURCHASE AND SALE AGREEMENT"

FOR GOOD AND VALUABLE CONSIDERATION in hand paid, the receipt and adequacy of which is hereby acknowledged. VILLAGE OF BRIDGEVIEW, ILLINOIS, consents to the above and foregoing Assignment of Purchase and Sale Agreement dated January 7, 2015, from JSB Acquisitions, LLC to Pilot Travel Centers, LLC.

IN WITNESS WHEREOF, VILLAGE OF BRIDGEVIEW, ILLINOIS, hereunto sets its hand and seal this 31 day of January 2015.

THE VILLAGE OF BRIDGEVIEW, ILLINOIS

By: [Signature]
Name: Steve Cole
Title: Village President

Property of Cook County Clerk's Office

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COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

EXHIBIT H

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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**GRANT OF
NON-EXCLUSIVE
STORM SEWER
PERMANENT
EASEMENT**

The **BURBANK PARK DISTRICT**, an Illinois unit of government, 6100 West 85th Street, Burbank, Illinois 60459, the Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and for other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to **PILOT TRAVEL CENTERS LLC**, d/b/a Pilot Flying J, a Delaware limited liability company, 5508 Lonas Drive, Knoxville, TN 37909, its successors and assigns, the Grantee, a non-exclusive permanent easement for storm sewer purposes only under and across the following described property:

Legal Description:	See Exhibit A
Depiction of Easement:	See Exhibit B
Permanent Index No.	19-30-300-011-0000
Property Address:	7101 West 75 th Street, Bridgeview, Illinois

upon the following conditions which are agreed to by the Grantee by the recording of this document:

- (1) As soon as practicable upon completion of construction, repair or reconstruction, Grantee will restore the surface area of the easement (including but not limited to grass, shrubbery, trees, landscaping, athletic fields, recreational equipment, and walking path) to the same or better condition than exists prior to any construction thereon.
- (2) During construction, maintenance and replacement of the storm sewer line, Grantor agrees to allow the Grantee temporary access over other property, which is owned by the Grantor and which is located adjacent to the permanent easement. Construction shall be limited to one underground storm sewer line and drainage improvements requested by Grantors on Grantors' property and should be completed within 28 days of commencement. This easement can only be used for the construction, maintenance, repair, and reconstruction of one underground storm sewer line and not for any other purposes. Grantee agrees to construct connections to the storm sewer line for future drainage lines constructed by the Grantor.

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(3) Grantee agrees to indemnify, hold harmless and defend the Grantor, its successors and assigns, from any and all claims resulting from injuries, including death, damages and losses sustained by anyone, and arising out of, connected with, or in any way associated with the Grantee's use of the easement.

(4) Grantee agrees to provide a certificate of insurance to the Grantor naming the Grantor as an additional insured with respect to any construction in the easement.

Dated: August 12, 2015

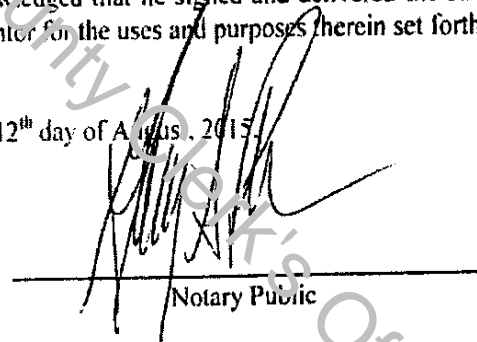
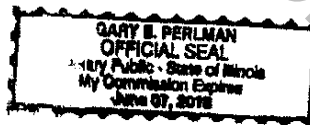
BURBANK PARK DISTRICT



Edwin J. Krupa, President

I, the undersigned, a Notary Public in and for the County and State aforesaid do hereby certify that the above named Edwin J. Krupa, President of the Burbank Park District, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as the free and voluntary act of the Grantor for the uses and purposes herein set forth.

Given under my hand and notary seal this 12th day of August, 2015.


Notary Public

This instrument prepared by:
Gary S. Perlman
Louis F. Cainkar, Ltd.
30 North LaSalle Street, Suite 3922
Chicago, IL 60602-3333
312/236-3985

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EXHIBIT A LEGAL DESCRIPTION OF EASEMENT

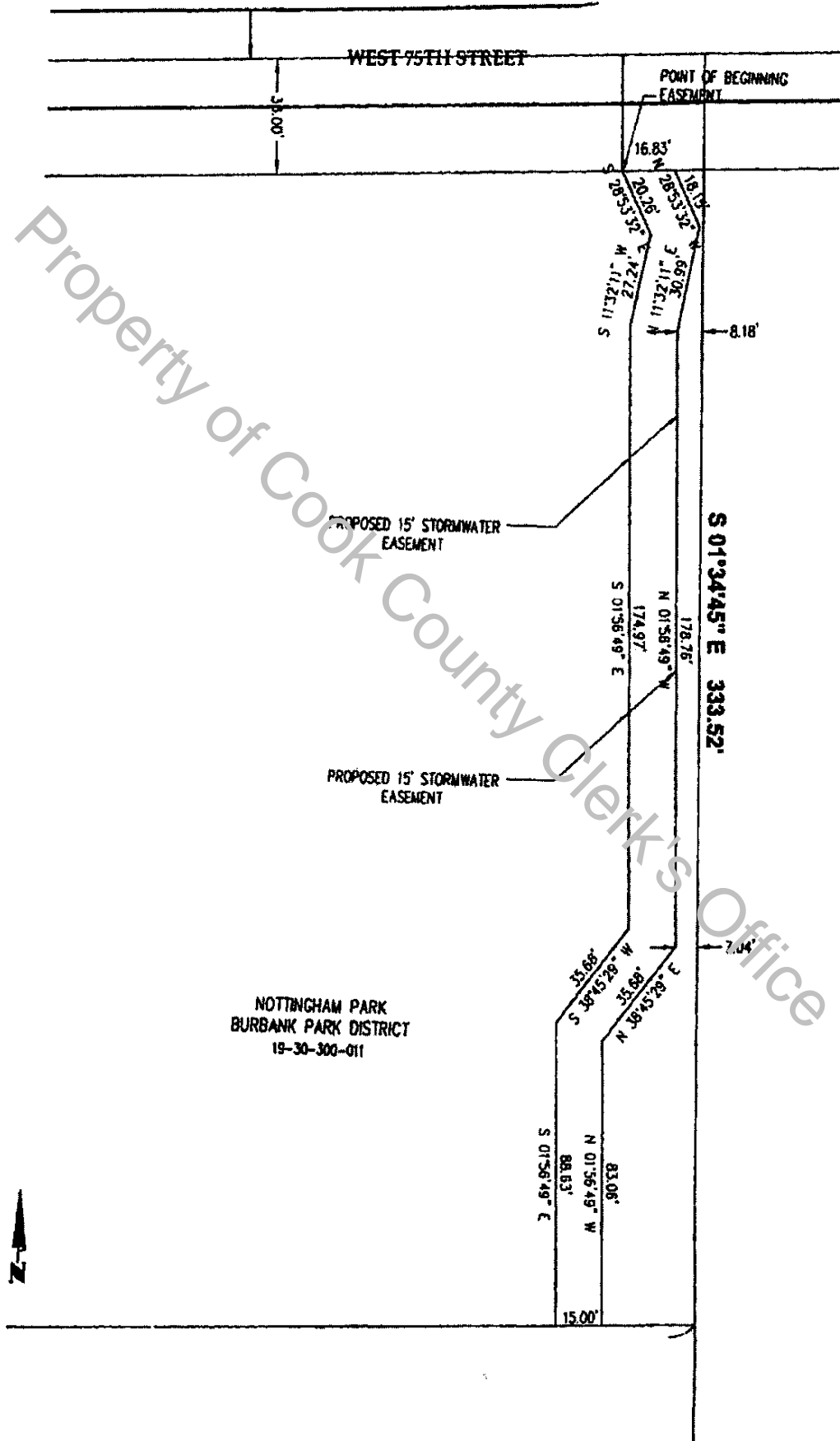
THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER SECTION 30, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 88 DEGREES 04 MINUTES 51 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 643.85 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 00 SECONDS, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH LINE OF WEST 75TH STREET, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 28 DEGREES 53 MINUTES 32 SECONDS EAST, A DISTANCE OF 20.26 FEET; THENCE SOUTH 11 DEGREES 32 MINUTES 11 SECONDS WEST, A DISTANCE OF 20.24 FEET; THENCE SOUTH 01 DEGREES 56 MINUTES 49 SECONDS EAST, A DISTANCE OF 174.97 FEET; THENCE SOUTH 38 DEGREES 45 MINUTES 29 SECONDS WEST, A DISTANCE OF 35.68 FEET; THENCE SOUTH 01 DEGREES 56 MINUTES 49 SECONDS EAST, A DISTANCE OF 88.63 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 47 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 01 DEGREES 56 MINUTES 49 SECONDS WEST, A DISTANCE OF 83.06 FEET; THENCE NORTH 38 DEGREES 45 MINUTES 29 SECONDS EAST, A DISTANCE OF 35.68 FEET; THENCE NORTH 01 DEGREES 56 MINUTES 49 SECONDS WEST, A DISTANCE OF 178.76 FEET; THENCE NORTH 11 DEGREES 32 MINUTES 11 SECONDS EAST, A DISTANCE OF 30.99 FEET; THENCE NORTH 28 DEGREES 53 MINUTES 32 SECONDS WEST, A DISTANCE OF 18.15 FEET TO SAID SOUTH LINE OF WEST 75TH STREET; THENCE SOUTH 88 DEGREES 05 MINUTES 00 SECONDS WEST, 16.83 FEET TO THE POINT OF BEGINNING.

THE PARCEL OF LAND HEREIN DESCRIBED IS INTENDED TO DESCRIBE THE 15' STORM WATER EASEMENT ON THE NOTTINGHAM PARK SUBDIVISION NOT RECORDED AT THE TIME OF THE WRITING OF THIS DESCRIPTION.

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EXHIBIT B DEPICTION OF EASEMENT



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COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

EXHIBIT I-1

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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SEWERAGE SYSTEM PERMIT
METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO
 100 EAST ERIE, CHICAGO, ILLINOIS, 60611
 312-751-3255

MWRDGC Permit No.

15-105

http://www.mwrdd.org

INSTRUCTIONS FOR COMPLETING PERMIT FORM: Submit four typed copies of permit application (eight pages) and any required schedules listed below; do not leave any blank spaces; use "X" for checking applicable information. Also submit four copies of location map and plans. Submit two copies of specifications, if specifications are not part of the plan sheets. Address all correspondence to the Local Sewer Systems Section; for any inquiries or assistance, telephone (312) 751-3255.

NAME AND LOCATION:Name of project (as shown on plans): Pilot-BridgeviewLocation of Project (street address or with respect to two major streets): SEC Corner of Harlem Ave & W 75th StMunicipality (Township, if unincorporated) Village of Bridgeview, South Stickney Sanitary DistrictSection 30, Township 28 N, Range 13Is project in MWRDGC combined sewer area Yes No **DOCUMENTS BEING SUBMITTED**

- | | | |
|---|------------|---------------|
| <input checked="" type="checkbox"/> Basic Information (Required in all cases) | Schedule A | (Page 4 of 8) |
| <input checked="" type="checkbox"/> Sewer Summary (Required in all cases) | Schedule B | (Page 5 of 8) |
| <input checked="" type="checkbox"/> Sewer Connections (Required in all cases) | Schedule C | (Page 6 of 8) |
| <input checked="" type="checkbox"/> Detention Facilities | Schedule D | (2 Pages) |
| <input type="checkbox"/> Lift Station and/or Force Main | Schedule E | (1 Page) |
| <input type="checkbox"/> Characteristics of Waste Discharges | Schedule F | (1 Page) |
| <input type="checkbox"/> Treatment or Pre-treatment Facilities | Schedule G | (2 Pages) |
| <input type="checkbox"/> Certification Relative to Compliance with Art. 4-1, 6-2d, & 6-3b | Schedule H | (1 Page) |
| <input type="checkbox"/> Affidavit Relative to Compliance with Art. 4-1, 6-2d, & 6-3b | Schedule J | (1 Page) |
| <input checked="" type="checkbox"/> Affidavit of Disclosure of Property Interest | Schedule K | (2 Pages) |
| <input type="checkbox"/> Notice of Requirements for Storm Water Detention | Schedule L | (2 Pages) |
| <input checked="" type="checkbox"/> Current Survey of Property Interests | Exhibit A | |

OTHER DOCUMENTS: Indicate title, number of pages and originator _____Exhibit 1 - PE Calculations**NOTE: ATTACH FEE PAYMENT VOUCHER AND PAYMENT IF APPLICABLE****MWRDGC USE ONLY**Application received: APR 15 2015 Permit issued: _____ WRP: STICKNEY

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15-105

GENERAL CONDITIONS OF THE PERMIT

1. **Adequacy of Design.** The schedules, plans, specifications and all other data and documents submitted for this permit are made a part hereof. The responsibility for the adequacy of the design shall rest solely with the Design Engineer and the issuing of this permit shall not relieve him of that responsibility. The issuance of this permit shall not be construed as approval of the concept or construction details of the proposed facilities and shall not absolve the Permittee, Co-Permittee or Design Engineer of their respective responsibilities.
2. **Joint Construction and Operation Permits.** Unless otherwise stated by the Special Conditions, the issuance of this permit shall be a joint construction and operation permit provided all General, Standard and Special Conditions are complied with.
3. **Allowable Discharges.** Discharges into the sanitary sewer system constructed under this permit shall consist of sanitary sewage only. Unless otherwise stated by the Special Conditions, there shall be no discharge of industrial wastes under this permit. Storm waters shall not be permitted to enter the sanitary sewer system. Without limiting the general prohibition of the previous sentence, roof and footing drains shall not be connected to the sanitary sewer system.
4. **Construction Inspection.** All sewer construction shall be inspected and approved by a Registered Professional Engineer acting on behalf of the Permittee or the owner of the project, or by a duly authorized and competent representative of the Professional Engineer. No sewer trenches shall be backfilled except as authorized by the Inspection Engineer after having inspected and approved the sewer installation.
5. **Maintenance.** The sewer connections, lines, systems or facilities constructed hereunder or serving the facilities constructed hereunder shall be properly maintained and operated at all times in accordance with all applicable requirements. It is understood that the responsibility for maintenance shall run as a joint and several obligation against the property served, the owner and/or the operator of the facilities, and said responsibility shall not be discharged nor in any way affected by change of ownership of said property.

MWRDGC STANDARD CONDITIONS

6. **Indemnification.** The Permittee shall be solely responsible for and shall defend, indemnify and save harmless the Metropolitan Water Reclamation District of Greater Chicago (hereinafter MWRDGC) from and against any and all claims, costs, damages, or expenses the MWRDGC may suffer, incur, sustain or become liable for on account of any injury to, or death of, any person or persons, or any damage to, or destruction of, any real or personal property that may be caused by the construction, use, state of repair, operation and maintenance of the proposed facilities, arising out of or in consequence of the

issuance of this permit. Without limiting the generality of the preceding sentence, the provisions of this paragraph shall extend to indemnify and save harmless the MWRDGC from any claims or damages arising out of or in connection with the termination or revocation of this permit.

7. **Construction by MWRDGC.** Permittee understands and acknowledges that the MWRDGC has the right and power to construct and extend sewer service facilities and render such services within the area to be served by the project for which this permit is issued, and that by the MWRDGC constructing and extending such sewer service facilities and rendering such services, the facilities constructed by the Permittee under this permit may decrease in value, become useless or of no value whatsoever, the Permittee may also sustain a loss of business, income and profits.

Therefore, by accepting this permit and acting thereon, the Permittee, for itself, its successors and assigns, does remise, release and forever discharge the MWRDGC of any and all claims whatsoever which Permittee may now have or hereafter acquire and which Permittee's successors and assigns hereafter can, shall, or may have against the MWRDGC for all losses and damages, either direct or indirect, claimed to have been incurred by reason of the construction or extension at any time hereafter by the MWRDGC of sewer service facilities in the service area contemplated by this permit, the rendering of such services, which MWRDGC facilities and services decrease the value of the facilities constructed by the Permittee under this permit, make same useless or of no value whatsoever, including but not limited to, any and all damages arising under Illinois Revised Statutes, Chapter 42, Section 339; the taking of private property for public use without due compensation; the interference with the contracts of Permittee; the interference with Permittee's use and enjoyment of its land; and the decrease in value of Permittee's land.

8. **Third Parties.** This permit does not grant the right or authority to the Permittee: (a) to construct or encroach upon any lands of the MWRDGC or of any other parties, (b) to construct outside of the territorial boundaries of the MWRDGC, (c) to construct or encroach upon the territorial boundaries of any units of local government within the MWRDGC, (d) to connect to or discharge into or be served by (directly or indirectly) any sewer or sewer system owned or operated by third parties.
9. **Costs.** It is expressly stipulated and clearly understood that the sewerage system or facilities for which the permit is issued shall be constructed, operated and maintained at no cost to the MWRDGC.

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15-105

10. **Other Construction.** The MWRDGC reserves the right, privilege and authority to permit others to reconstruct, change, alter and replace all sewers and appurtenances thereto at the point of connection of any sewerage system to an MWRDGC interceptor and/or in public right-of-ways of MWRDGC easements, and to introduce additional sewage flow through this connection into the intercepting sewer of said MWRDGC.
11. **Change of Use.** This permit shall be incorporated in the Building and Occupancy Permit for the building or buildings served under this permit. The owner or occupant of any building served under this permit shall not cause, or permit, a change of use of the building to a use other than that indicated in this permit without first having obtained a written permission from the Executive Director of the MWRDGC.
12. **Interceptors Overloading.** The MWRDGC hereby serves notice that its interceptors may flow full and may surcharge, and flooding of the proposed system may occur. The Permittee agrees that the proposed systems shall be constructed, operated and maintained at the sole risk of the Permittee.
13. **Non-Transferability.** This permit may not be assigned or transferred without the written consent of the Executive Director of the MWRDGC.
14. **Termination.** It is understood and agreed that in the event the Permittee shall default in or fail to perform and carryout any of the covenants, conditions and provisions of this permit and such default or violation shall continue for sixty (60) days after receipt or notice thereof in writing given by the Executive Director of the MWRDGC, then it shall be lawful for the MWRDGC at or after the expiration of said sixty (60) days to declare said permit terminated. The Permittee agrees that immediately upon receipt of written notice of such termination it will stop all operations, discontinue any discharges and disconnect the sewerage system or facilities constructed under this permit. If the Permittee fails to do so, the MWRDGC shall have the right to disconnect said system. The Permittee hereby agrees to pay for any costs incurred by the MWRDGC for said disconnection. The various rights and remedies of the MWRDGC contained in this permit shall be construed as cumulative, and no one of them shall be construed as exclusive of any one or more of the others or exclusive of any other rights or remedies allowed by applicable rules, regulations, ordinances and laws. An election by the MWRDGC to enforce any one or more of its rights or remedies shall not be construed as a waiver of the rights of the MWRDGC to pursue any other rights or remedies provided under the terms and provisions of this permit or under any applicable rules, regulations, ordinances or laws.
15. **Expiration.** This permit shall expire if construction has not started within one (1) year from the date of issue. Construction under an expired permit is deemed construction without a permit. All construction under this permit shall be completed within two (2) years after start of construction. If conditions so warrant, an extension may be granted. For publicly financed projects (e.g. special assessments) the one(1) year period indicated will be considered from the date of final court action.
16. **Revocation.** In issuing this permit, the MWRDGC has relied upon the statements and representations made by the Permittee or his agent. Any incorrect statements or representations shall be cause for revocation of this permit, and all the rights of the Permittee hereunder shall immediately become null and void.
17. **Advance Notice.** Prior to commencement of construction under this permit, the Permittee shall give the MWRDGC an advance notice of at least two working days. When advance notice is given, the Permittee shall provide the permit number, municipality and location.
18. **Compliance with Plans and Specifications.** All construction shall be in accordance with the plans and specifications submitted for this permit and made a part hereof. No changes in, or deviation from the plans and specifications which affect capacity, maintenance, design requirements, service area or permit requirements shall be permitted unless revised plans shall have been submitted to, and approved by the MWRDGC. The permit together with a set of the plans and specifications (revised plans and specifications, if any) shall be kept on the job site at all times during construction until final inspection and approval by the MWRDGC.
19. **Testing and Approval.** All construction under this permit shall be subject to inspection, testing and approval by the MWRDGC. All testing shall be made, or caused to be made, by the Permittee at no cost to the MWRDGC and in the presence of the MWRDGC representative. Upon satisfactory completion of construction, the Permittee and the owner shall submit, or cause to be submitted, a completion certificate and request for approval on the form prescribed by the MWRDGC. No sewer or other facilities shall be put in service until all the conditions of the permit have been satisfactorily met.
20. **Record Drawings.** Within sixty (60) days after final inspection and approval by the MWRDGC, the Permittee shall furnish, or cause to be furnished to the MWRDGC, a set of Record drawings, or a statement that the project was constructed in accordance with the original plans and specifications.
21. **Compliance with Rules and Regulations.** The Permittee here by expressly assumes all responsibilities for meeting the requirements of all applicable rules, regulations, ordinances and laws of Local, State and Federal authorities. Issuance of this permit shall not constitute a waiver of any applicable requirements.

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**SCHEDULE A
BASIC INFORMATION**

MWRDGC Permit No. 15-195

1. NAME OF PROJECT Pilot - Bridgeview
(as shown on the plans)

2. APPURTENANCES (check all applicable items)

- Siphon Drop Manholes
 Stream Crossing Direct Connections to MWRDGC

3. RECEIVING SANITARY SEWER SYSTEM

A. System that project will connect to is:

Existing Proposed /Under Construction → MWRDGC Permit # _____

List owners of all sewers from project to MWRDGC interceptor South Stickney Sanitary District

4. EXISTING LIFT STATION

No Yes → Receiving system includes existing lift station

If yes, indicate location _____

5. FLOOD PLAIN

Is any part of the project area in a flood plain?

No Yes → Percentage of area in flood plain _____ %

Flood crest elevation _____ ft.

Identify any manholes in flood plain: _____

6. SIZE OF PROJECT

A. What is the size of this project?	<u>6.38</u>	acres
B. Total contiguous ownership, including project	<u>6.52</u>	acres
C. Existing impervious area within project	<u>0</u>	acres
D. New impervious area created within project	<u>4.83</u>	acres

7. DETENTION

A. Is detention provided under this permit?

No Yes → Detention required by: MWRDGC Other

B. Is project in the service area of existing detention reservoir?

No Yes → MWRDGC Permit No. _____

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SCHEDULE B
SEWER SUMMARY
COMPLETE IN ALL CASES

MWRDGC Permit No

15-105

PROJECT NAME: Pilot-Bridgeview

(as shown on the plans)

1. Sewer Summary, including all building service sewers, stubs and risers:
 Include all sewers in combined sewer area
 Include all sanitary sewers in separate sewer area

Pipe Size in.	8"	8"	6"	4"	6"		
Total length ft.	53	562	198	126	28		
Min. slope used -%	0.4%	0.4%	1.0%	5.96%	3.0%		
Pipe Material *	awwa c-900	pvc	pvc	awwa c-900	awwa c-900		
Total manholes	1	6	1gt, 1mh				
Total cleanouts	1	7	1				

* Pipe material and joint specifications must be shown on plans. See Manual of Procedures for acceptable specifications.

2. NATURE OF PROJECT (Check all that apply)

- Project is publicly financed
- Sewer system serving a subdivision
- Off-site trunk sewer to serve subdivision
- Sewer extension to serve future development
- Storm sewers in combined sewer area
- Service connections to serve buildings (Schedule C)
- Other _____

3. SEWER EXTENSIONS

If any part of the proposed project is designed to service future connections (not included in Schedule C), check yes below and submit service area map and estimate of population equivalent to be served.

- NO YES → Service area map
- P.E. estimate submitted

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SCHEDULE - C

MWRDGC Permit No.

15-105

SEWER CONNECTIONS

(FILL OUT ALL SECTIONS THAT APPLY)

I. BUILDING CONNECTION DATA

A. RESIDENTIAL BUILDINGS

<input type="checkbox"/> Single Family	Total dwelling units *			
	Number of sewer connections *		PE**	
<input type="checkbox"/> Multi Family	Total dwelling units *			
	Number of sewer connections *		PE**	

B. COMMERCIAL & RECREATIONAL BUILDINGS

<input type="checkbox"/> Number of sewer connections		3	PE**	128
--	--	---	------	-----

C. INDUSTRIAL BUILDINGS

<input type="checkbox"/> Number of sewer connections			PE**	
--	--	--	------	--

* Each sanitary line exiting a building is a connection

** Population Equivalent

2. BUILDING USE - (Check all that apply)

A. COMMERCIAL & RECREATIONAL

- Food preparation or processing (install grease separator)
- Auto service (install triple basin)
- Auto wash (install mud basin)
- Swimming pool (provide pool plans)
- Other Oil Water Separator

B. INDUSTRIAL BUILDINGS

- Sewer connections will receive domestic sewage only
- Industrial waste is produced

NOTE: If industrial waste is produced, submit Schedule F & Schedule G and plumbing plans along with flow diagram for pretreatment system.

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15-103

Sanitary Flow P.E. Calculations

SWC of Harlem Ave and W 75th St

Date: 3/19/2015

Revised:

Kimley»»Horn

P.E. Calculations (Design Average Flow)

Type of Use	GPD	Total GPD	Estimated P.E.
Restaurant	10	4000	40
Service Station	5	12750	127.5
*Estimated Vehicles Served Per day Based on KHA performed Traffic Study			
		Totals =	
		12,750	127.5
		P.E.	128

Design Max. Flow Calculations

Peaking Factor = $\frac{18 + (0.128)^{0.5}}{4 + (0.128)^{0.5}}$

Peaking Factor = 4.21

Design Maximum Flow = $(4.21 \times 12,750\text{GPD}) =$

53,678 GPD

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SCHEDULE D – DETENTION

MWRDGC Permit No.

15-105
A. PROJECT INFORMATION
Name of Project Pilot - Bridgeview

(as shown on plans)

B. METHOD OF DETENTION
 Reservoir
 Rooftop
 Parking Lot
 Others__ __

C. (UN)DEVELOPED SITE-DETERMINATION OF ALLOWABLE RELEASE (Delineate total, developed, undeveloped and unrestricted areas on a grading plan)

1. Area of site	<u>6.38 (Disturbed Area)</u>	acres
2. Average ground slope	<u>0.005</u>	feet/foot
3. Longest overland flow distance (show on a contour map for undeveloped site)	<u>902</u>	feet
4. Overland flow time of concentration	<u>64.71</u>	minutes
5. Average slope of channelized flow (see note)	<u>N/A</u>	feet/foot
6. Channelized flow distance (see note)...	<u>N/A</u>	feet
7. Channelized flow time of concentration	<u>N/A</u>	minutes
8. Total time of concentration (line 4 + line 7)	<u>64.71</u>	minutes
9. Rainfall intensity for 3-year storm	<u>1.61</u>	inches/hr
10. Gross Allowable release rate ($0.15 \times \text{line 9} \times \text{line 1}$ or $Q = 0.15 \times I \times A$)	<u>1.54</u>	cfs
11. Unrestricted release rate (Qun).... Qun = Cun Iun Aun; Cun-developed site, Iun-100 year storm, Aun-unrestricted site	<u>$0.52 \times 0.13 \times 7.6 = 0.51$</u>	cfs
12. Net allowable release rate (line 10 – line 11)	<u>1.03</u>	cfs
13. Actual release rate at HWL..... (cannot be greater than line 12)	<u>HWL=615.75; 1.00</u>	cfs
14. Restrictor type and size..... (Provide details & calculations)	<u>4" @ Invert=610.09</u>	inches

NOTE: For flow time in a well defined channel, determine time of concentration from measured lengths, cross-sections and slopes. Submit necessary calculations.

Rev. 2/10/01

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SCHEDULE D - DETENTION (continued)

MWRDGC Permit No.

15-105

D. DEVELOPED SITE-DETERMINATION OF RESERVOIR SIZE
(Submit calculations for Items 1 thru 6)

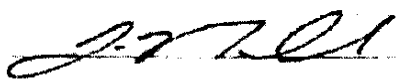
1. Impervious drainage area excluding wet pond area*	4.83	acres
2. Impervious wet pond area*	N/A	acres
3. Pervious drainage area*	1.41	acres
4. Composite runoff coefficient(c).....	0.80	
5. Required detention capacity at actual release rate	1.33	acre-feet
6. Actual detention capacity provided at HWL.	1.34	acre-feet

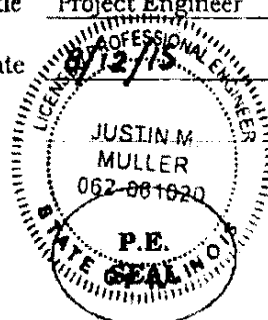
* Unrestricted areas shall be excluded here.

E. REQUIRED BYPASS RATE THROUGH DEVELOPMENT SITE FROM UPSTREAM AREA

NOTE: Following steps are applicable to bypass flow over a weir or bypassing detention system. Design frequency shall be determined by local ordinance. If no local requirement is established, use 5-year storm frequency. (Delineate bypass areas on grading plans or USGS maps).

1. Total area upstream.....	N/A	acres
2. Impervious area.....	N/A	acres
3. Pervious area.....	N/A	acres
4. Composite runoff coefficient (minimum of 0.35)	N/A	
5. Design storm frequency for the upstream area	N/A	year
6. Time concentration for upstream area at point of entry; upstream area to be considered as <u>developed</u> .	N/A	minutes
7. Rainfall intensity for time of concentration	N/A	inches/hr.
8. Permissible bypass rate... (line 1 * line 4 * line 7)	N/A	cfs
9. Bypass system - Type & capacity... (Provide detail and calculations)	N/A	cfs

Name Justin M. Muller Title Project Engineer
 Signature  Date 8/12/15
 Engineering Firm Kimley Horn and Associates, Inc.



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ENGINEERING CERTIFICATIONS

MWRDGC Permit No.

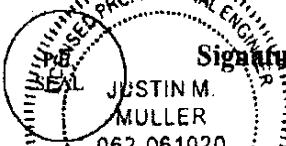
15-105

CERTIFICATE BY DESIGN ENGINEER: I hereby certify that the project described herein has been designed in accordance with the requirements set forth in this application and all applicable ordinances, rules, regulations, Local, State and Federal laws, and design criteria of the issuing authority; that the storm drainage and sanitary sewer system designed for this project are proper and adequate; that where the design involves one or more connections to an existing local sewer system, the capacity of said system has been examined and the system is found to be adequate to transport the wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

Comments, if any: _____

Engineering Firm: Kimley-Horn and Associates, Inc. Telephone: (630) 487 - 5555

Address: 1001 Warrenville Road, Suite 350 City: Lisle, IL Zip: 60532



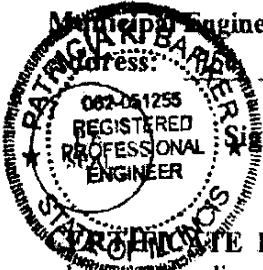
Signature: [Signature] (Proj. No.) Date: 4/13/15
(Name and Title)

CERTIFICATE BY MUNICIPAL OR SYSTEM ENGINEER: The application and the drawings, together with other data being submitted with this application, have been examined by me and are found to be in compliance with all applicable requirements. The manner of drainage is satisfactory and proper in accordance with all state and local requirements, including but not limited to the District's Sewer Permit Ordinance. The existing local sewer system to which the project discharges has been examined and the system is found to be adequate to transport the wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

I hereby certify that the project area is within the municipal corporate limits. YES NO

Owner of Local Sewer System: Village of Bridgview

Municipal Engineer: Robinson Engineering, Ltd. Telephone: (708) 331-6700
Address: 17000 South Park Avenue City: South Hill, IL Zip: 60473

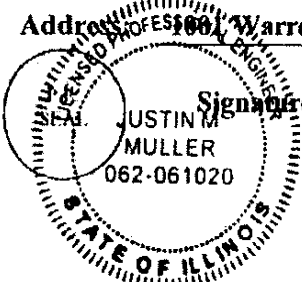


Signature: [Signature], Patricia Barker, VP Date: 4/13/15
(Name and Title)

CERTIFICATE BY INSPECTION ENGINEER: I hereby certify that construction of the project will be in substantial compliance with the data and the plans submitted with this application; that approval will be obtained from the issuing authority prior to making any changes that would affect capacity, maintenance, design requirements, service area or the permit requirements; that a set of RECORD drawings, signed and sealed by the undersigned Engineer will be furnished to the MWRDGC within sixty (60) days after testing and approval by the District of the completed work.

Engineering Firm: Kimley-Horn and Associates, Inc. Telephone: (630) 487-5555

Address: 1001 Warrenville Road, Suite 350 City: Lisle, IL Zip: 60532



Signature: [Signature] (Proj. No.) Date: 4/13/15
(Name and Title)