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AMENDED AND RESTATED REDEVELOPMENT AGREEMENT

between

VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS

and

CLARK STREET REAL ESTATE LLC

dated as of the

1st day of June, 2014

**VILLAGE OF OAK PARK, ILLINOIS
REDEVELOPMENT PLAN AND PROJECT
GREATER MALL TAX INCREMENT AREA
LAKE STREET / WESTGATE / NORTH BOULEVARD SITE**

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AMENDED AND RESTATED REDEVELOPMENT AGREEMENT LAKE STREET / WESTGATE / NORTH BOULEVARD SITE

This Amended and Restated Redevelopment Agreement (this “**Agreement**”) is made and entered into as of the 1st day of June, 2014 (“**Effective Date**”) by and between the Village of Oak Park, Cook County, Illinois, an Illinois municipal home rule corporation (the “**Village**”), and Clark Street Real Estate LLC, a Delaware limited liability company, with its principal office located at 980 North Michigan Avenue, Suite 1280, Chicago, Illinois 60611 (the “**Developer**”). (The Village and the Developer are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”)

RECITALS

The following Recitals are incorporated herein and made a part hereof.

A. **WHEREAS**, following the initial approval and execution of this Agreement as of June 1, 2014 (the “**Initial Agreement**”), the Parties amended the Initial Agreement pursuant to a “First Amendment to Redevelopment Agreement” effective as of November 3, 2014 (“**First Amendment**”); a “Second Amendment to Redevelopment Agreement” effective as of June 1, 2015 (“**Second Amendment**”); a “Third Amendment to Redevelopment Agreement” effective as of August 3, 2015 (“**Third Amendment**”); a “Fourth Amendment to Redevelopment Agreement” effective as of October 19, 2015 (“**Fourth Amendment**”); and a “Fifth Amendment to Redevelopment Agreement” effective as of December 7, 2015 (“**Fifth Amendment**”) (the Initial Agreement, as amended by the First, Second, Third, Fourth, and Fifth Amendments is referred to collectively as the “**Amended Initial Agreement**”); and

B. **WHEREAS**, the Parties now desire to further amend the Amended Initial Agreement and to restate in its entirety the Amended Initial Agreement to read as set forth herein, which amended and restated Amended Initial Agreement shall be referred to as the “**Agreement**,” and the Parties intend that the terms and provisions of this Agreement shall amend, restate, and replace the terms and provisions of the Amended Initial Agreement; and

C. **WHEREAS**, Village is a home rule unit of government in accordance with Article VII, Section 6, of the 1970 Illinois Constitution; and

D. **WHEREAS**, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreement with third parties for the purpose of achieving the aforesaid purposes, and to otherwise further the best interests of the Village, and

E. **WHEREAS**, among other powers and authority, the Village has the authority to expend funds for economic development that the Village deems necessary or desirable for the promotion of economic development within the Village, pursuant to Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5; and

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F. **WHEREAS**, the Village is further authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the “**Act**”), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and

G. **WHEREAS**, the Village authorized the preparation of a report entitled Redevelopment Plan and Project dated September 28, 1983 (the “**Redevelopment Plan**”) concerning the redevelopment of the Greater Mall Tax Increment Area (the “**TIF District**”); and

H. **WHEREAS**, in accordance with the Act, the Village conducted a public hearing with respect to the Redevelopment Plan and the redevelopment of the Area at a meeting of the President and the Board of Trustees of the Village (“**Corporate Authorities**”) held on November 14, 1983; and

I. **WHEREAS**, as part of the study of the redevelopment of the Area, the Village found that the improvements in the Area, suffer from the following factors: age, obsolescence, depreciation of physical maintenance, deterioration, excessive vacancies, deleterious land use or layout, and excessive land coverage; and

J. **WHEREAS**, to stimulate and induce redevelopment in the Area pursuant to the Act, the Village has adopted the following ordinances, after giving all notices required and after conducting the public hearings required by law:

1. Ordinance No. 1983-0-91, adopted December 12, 1983, entitled “Ordinance Approving the Village of Oak Park, Cook County, Illinois, Greater Mall Tax Increment Area Project Area Development Plan and Project;

2. Ordinance No. 1983-0-92, adopted December 12, 1983, entitled “Ordinance Designating the Village of Oak Park, Illinois, Greater Mall Tax Increment Area Tax Increment Redevelopment Project Area”;

3. Ordinance No. 1983-0-93, adopted December 12, 1983, entitled “Ordinance Adopting Tax Increment Financing for the Village of Oak Park Greater Mall Tax Increment Area Tax Increment Redevelopment Project Area in the Village of Oak Park, Cook County, Illinois”; and

4. Ordinance No. 1988-0-36, adopted June 6, 1988, amending the Redevelopment Plan and Project for the Oak Park Greater Mall Tax Increment Area;

5. Ordinance No. 1992-0-36, adopted July 6, 1992, further amending the Redevelopment Plan and Project for the Oak Park Greater Mall Tax Increment Area;

6. Ordinance No. 2005-0-21, adopted on March 21, 2005, amending the boundaries of the TIF District and extending its life until December 31, 2018 (collectively, the “**Enabling Ordinances**”).

K. **WHEREAS**, the Village owns real property located within the Area, generally located south of Lake Street, North of North Boulevard, east of Harlem Avenue, and on both

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sides of Westgate Street, including, without limitation, property commonly known as 1133 Westgate, all as generally depicted in **Exhibit 1** (the “**Property**”), which Property was purchased by the Village utilizing TIF funds; and

L. **WHEREAS**, during the month of May, 2013 the Village published a notice of opportunity to submit alternative proposals pursuant to Section 11-74.4-4(c) of the Act seeking alternative development proposals (the “**RFP**”) for the Property; and

M. **WHEREAS**, the Developer’s general proposal was selected by the Village as the project best suited for the needs of the Village; and

N. **WHEREAS**, all or portions of the Property are to be conveyed to the Developer or retained by the Village at various points in the development process pursuant to the terms and conditions of this Agreement; and

O. **WHEREAS**, the Property shall be part of a mixed use development in accordance with plans to be prepared by the Developer and approved by the Village and as further described in this Agreement; and

P. **WHEREAS**, the Developer desires to cause the redevelopment of the Property to create a transit-oriented, pedestrian friendly, mixed-use development that will contain approximately 26,000 square feet of ground floor retail, 248 luxury rental apartments, a 422 car five-level parking structure, the construction and dedication to the Village of a new public right-of-way to be known as Station Street or some other name to be determined by the Village upon dedication, and other public and private improvements to the adjacent streets, alleys, and streetscape, including, without limitation, an approximately 70-foot pedestrian span over Westgate Street that will connect the North and South buildings of the development and the demolition of the building located at 1133 Westgate (collectively, the “**Project**”); and

Q. **WHEREAS**, subject to the terms and conditions of this Agreement, the Village will convey all or particular portions of the Property at various points in the Project to the Developer so that the Developer is able to build and complete the Project and then convey or dedicate, as the case may be and as applicable under the terms of this Agreement, to the Village, upon substantial completion of the Project and payment of any amounts due to Developer as provided herein, certain public parking rights in the parking structure and all other public improvements, including without limitation, the Westgate, Station Street, Lake Street, and North Boulevard rights-of-way and related sidewalk improvements; and

R. **WHEREAS**, the Developer has represented and warranted to the Village that Developer, and its principals, are skilled in the business of development and redevelopment and are able to provide to the Village skill, knowledge and expertise as well as input from other experts and consultants in similar mixed use downtown redevelopment projects, including continuing consultation and interaction with Lennar Multifamily Communities, LLC and RKF, leading independent real estate firms specializing in residential development and retail leasing, and related services, and their institutional capital and lending partners; and

S. **WHEREAS**, it is necessary for the successful completion of the Project that the Village enter into this Agreement with Developer to provide for the development of the Property

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and construction of the Project, thereby implementing and bringing to completion a portion of the Redevelopment Plan; and

T. **WHEREAS**, the Village and certain affected taxing districts have previously entered into that certain First Amendment to Settlement Effective Dated December 13, 2011 (the "**First Amendment**"), as amended July 22, 2013, which limits redevelopment project costs to be paid from incremental tax revenues for the Property to fund construction related to the public improvements deemed necessary by the Village to attract developers for said parcels; and

U. **WHEREAS**, the Village, in order to stimulate and induce development of the Oak Park Greater Mall Tax Increment Area, intends to convey the Property in accordance with the terms and provisions of the TIF Act, to the extent applicable, and this Agreement; and

V. **WHEREAS**, the Developer has been and continues to be unable and unwilling to undertake the redevelopment of the Property but for certain tax increment financing ("**TIF**") incentives that may be provided by the Village and other municipal incentives in accordance with the Act, to the extent applicable, and the home rule powers of the Village, which the Village is willing to provide under the terms and conditions contained herein. The parties acknowledge and agree that but for the economic development incentives to be provided in accordance with this Agreement, the Developer cannot successfully and economically develop the Property and construct the Project in a manner satisfactory to the Village. The Village has determined that it is desirable and in the Village's best interest, to assist Developer in the manner set forth herein and as this Agreement may be supplemented and amended; and

W. **WHEREAS**, the Village, in order to stimulate and induce development of the Property, has agreed to finance certain Redevelopment Project Costs (as defined in Article Two below) through Net Incremental Property Taxes (as defined in Article Two below) and other lawfully available Village funds, all in accordance with the terms and provisions of this Agreement, the Act and the First Amendment, to the extent applicable, and otherwise to finance the economic development incentives to the Developer pursuant to the terms of this Agreement; and

X. **WHEREAS**, this Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, the Corporate Authorities have 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 Corporate Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law; and

Y. **WHEREAS**, this Agreement has been submitted to the Developer for consideration and review, and 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 actions precedent to the execution of this Agreement by the Developer have been undertaken and performed in the manner required by law;

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NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE 1

INCORPORATION OF RECITALS

The findings, representations and agreements set forth in the above Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this Article One, and constitute findings, representations and agreements of the Village and of the Developer according to the tenor and import of the statements in such Recitals.

ARTICLE 2

DEFINITIONS

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

“Act” means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5-11-74.4-1, et seq., as supplemented by the Local Government Debt Reform Act, as amended, and the home rule powers of the Village.

“Agreement” means this “Redevelopment Agreement-Lake Street / Westgate / North Boulevard Site.”

“Change in Law” means the occurrence, after the Effective Date, of an event described in Section (a) below, provided (x) such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement or otherwise necessitates material changes to the Project and (xx) such event is not caused by the Party relying thereon:

(a) Change in Law means any of the following: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; (ii) the order or judgment of any federal or state court, administrative agency or other governmental body; or (iii) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency. Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the Project under this Agreement.

“Code” means the United States Internal Revenue Code of 1986, as amended.

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“Collector” means the officer or officers of The County of Cook, Illinois, who is or are at the time obligated under applicable law to collect and pay over to the Village the Incremental Property Taxes pursuant to and in accordance with the Act.

“Concept Plan” means the concept plan entitled “Oak Park Station Concept Plan,” dated as of April 18, 2014, and attached hereto as **Exhibit 2**.

“Corporate Authorities” means the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois.

“Developer” means Clark Street Real Estate LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois, permitted assigns as provided in accordance with this Agreement, or any successors in interest thereof.

“Developer Affiliate” means an entity controlled by, or under common control with Developer such that it has either the same manager, members, partners or shareholders who shall own in aggregate, more than fifty percent (50%) of the ownership interests in Developer and also own more than fifty percent (50%) of the ownership interests in said Affiliate or an institutional investor(s) or a fund investing such investors assets; and as used herein, “control” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or rights, by contract, or otherwise.

“Eligible Improvements” means all or portions of the public improvements provided by the Developer as part of the Project, including without limitation, the Public Improvements and the Garage, a portion of the costs of which are to be paid or reimbursed to the Developer by the Village as provided in this Agreement.

“Final Plans” means the PD Approved Plans and Elevations for the Planned Development as referenced in Subsection 6.2A of this Agreement and the Final Construction Plans and Specifications referenced in Subsection 6.2B of this Agreement containing the detailed plans for the Project (in its entirety including all public and private improvements and not merely the building(s) themselves) as approved by the Village prior to the issuance of any building or other permits for the Project, and any amendments thereto as approved by the Developer and the Village.

“Incremental Property Taxes” means that portion of the ad valorem taxes, if any, arising from the taxes levied upon the Property, which taxes are actually collected and which are attributable to the increases in the then current equalized assessed valuation (“EAV”) of the taxable lot, block, tract or parcel of all portions of the Property in the TIF District over and above the total Initial EAV of the Property, all as determined by the County Clerk of the County of Cook, Illinois, pursuant to and in accordance with the Act, the TIF Ordinances and this Agreement, which is attributable to the Property and includes any replacement, substitute or amended taxes.

“Initial EAV” means the initial calendar year equalized assessed value of the Property certified by the County Clerk of Cook County.

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“Net Incremental Property Taxes” means that portion of the Incremental Property Taxes remaining after those payments required to be made to the applicable public school districts based upon State law and/or any agreements entered into between the Village and said school district or school districts, payments to any other taxing jurisdictions which are required under applicable State law, payments on any applicable debt obligations (i.e., payable from Greater Mall Tax Increment Area revenues), and after deduction of allowable administrative expenses of the Village.

“Party” means the Village and/or Developer and its successors and/or assigns as permitted herein, as the context requires.

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

“Project” means the development of the Property as generally described in Recital N, more specifically in the Final Plans, and all as provided pursuant to this Agreement.

“Project Schedule” means the schedule for the development and construction of the Project as provided in Section 6.1 of this Agreement.

“Property” means those parcels generally described in Recital I and depicted on **Exhibit 1**, upon which the Project will be implemented and constructed. A portion of the Property will be used to construct and locate public improvements (**“Public Property”**) and the remainder of the Property will be used to construct and locate the private portions of the Project (**“Private Property”**).

“Real Estate Conveyance Provisions” means those provisions relating to the conveyance of the Property as part of the Project as set forth in Section 7.6 of this Agreement.

“Redevelopment Plan” means the “Redevelopment Plan” (as identified in Paragraph D of the Recitals) for the TIF District as approved by Village.

“Redevelopment Project Costs” means those qualified redevelopment project costs authorized by the Act or otherwise by this Agreement, including without limitation, the costs of the Eligible Improvements.

“State” means the State of Illinois.

“TIF District” means the Greater Mall Tax Increment Area of the Village.

“TIF Fund” means the special allocation fund of the Village consisting solely of the Incremental Property Taxes of the Greater Mall Tax Increment Area.

“TIF Ordinances” means all Ordinances adopted by the Village relating to the establishment or amendment of the Greater Mall Tax Increment Area as further delineated in the Recitals to this Agreement.

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“Uncontrollable Circumstance” means any event which.

- (a) is beyond the reasonable control of and without the fault of the Party relying thereon; and
- (b) is one or more of the following events:
 - (i) a Change in Law;
 - (ii) insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
 - (iii) epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;
 - (iv) governmental condemnation or taking;
 - (v) strikes or labor disputes, or work stoppages not initiated by the Developer;
 - (vi) shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
 - (vii) unknown or unforeseeable geo-technical or environmental conditions;
 - (viii) major environmental disturbances;
 - (ix) vandalism; or
 - (x) terrorist acts.

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

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

“Village” means the Village of Oak Park, Cook County, Illinois, an Illinois home rule municipal corporation.

“Village Code” means the Oak Park Village Code, as amended from time to time.

“Zoning Ordinance” means the Village of Oak Park Zoning Ordinance, as amended from time to time.

ARTICLE 3

CONSTRUCTION

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

- (a) Definitions include both singular and plural.

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- (b) Pronouns include both singular and plural and cover all genders.
- (c) The word “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”
- (d) Headings of Articles and Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (e) All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.
- (f) Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- (g) The Village Manager, or the Manager’s designee, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. Developer and Village are entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the Developer and Village as having been properly and legally given by the Developer or Village as the case may be. In addition, the Village reserves the right to designate an “Owner’s Representative” at the Village’s sole cost with regard to the Project.
- (h) In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Developer in a different manner, Developer hereby designates Andy Stein as its authorized representative who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of Developer and with the effect of binding Developer in that connection (such individual being an “**Authorized Developer Representative**”). Developer shall have the right to change its authorized Developer Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 19.3.

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ARTICLE 4

DEVELOPMENT PLAN

The Developer has proposed and the Village has agreed that the development of the Project on the Property shall proceed in accordance with this Agreement and the Final Plans.

ARTICLE 5

DESIGNATION OF DEVELOPER

Consistent with Resolution No. 2009-R-032, adopted by the Village on February 20, 2009, the Village hereby designates Developer as the exclusive developer for the Project on the Property, subject to the terms of this Agreement. The Village hereby represents to Developer that the Village has, to the best of its knowledge, taken in good faith, all necessary actions and has complied with all requirements of law necessary to authorize the Village to comply with this Agreement, including, without limitation, the requirements of Section 5/11-74.4-4 (c) of the Act required for the designation of Developer as the exclusive developer for the Project on the Property.

ARTICLE 6

DEVELOPMENT OF THE PROPERTY

Section 6.1 Project Schedule.

The Village and Developer agree that the development and construction of the Project will be undertaken in accordance with the following general schedule ("**Project Schedule**"):

- I. RDA Effective Date – June 1, 2014
- II. Environmental/Title/Survey Review – January 25, 2016
- III. Planned Development Application Submittal – January 1, 2015
- IV. Amended Planned Development Submittal – May 1, 2015
- V. Evidence of Preliminary Financial Support – June 1, 2015
- VI. Planned Development Approval – August 3, 2015
- VII. Building Permit and Final Engineering Submittal – September 1, 2015
- VIII. Final Evidence of Financial Commitment – October 16, 2015
- IX. Approval of Final Engineering and Issuance of Building Permit(s) – January 25, 2016
- X. Real Estate Closing – January 26, 2016
- XI. Commencement of Full-Scale Construction Activities – February 1, 2016
- XII. Issuance of Certificate of Occupancy / Project Opening – March 1, 2018

The Village and Developer agree to undertake all actions respectively necessary by each Party, including without limitation, the application, review, and approvals related to the Final Plans, to allow for the development and construction of the Project in accordance with the Project Schedule. The Parties acknowledge that the Project Schedule is based on the Parties best

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understanding of the Project and related milestones as of the Effective Date. The Parties may amend the Project Schedule as necessary to ensure that it accurately reflects the key milestones in the development and construction of the Project, and the Parties specifically agree that the milestone dates will be automatically extended by the number of days after the date in the Project Schedule that the Planned Development or any other Village required action is accomplished, and the dates in (X), (XI), and (XII) above will be automatically extended by the number of days after the Real Estate Closing Date and an additional five (5) days thereafter that a No Further Remediation Letter (NFR) is issued for the Property. Each Party agrees to not unreasonably withhold approval of a request by the other Party to amend the Project Schedule for such purposes.

Section 6.2 Concept and Preliminary Plans.

Exhibit 1 generally depicts the real estate comprising the Property. The Project to be approved by the Village and constructed by the Developer on the Property shall be in conformity with the Concept Plan (as defined and identified in Article Two above) attached hereto and hereby made a part hereof as **Exhibit 2**, except as otherwise authorized by the Final Plans to be approved by the Village. All parking for the Project shall be provided both on-site and off-site by both the Developer and Village, as applicable, in general conformity with the Preliminary Parking Plan attached hereto and hereby made a part hereof as **Exhibit 3**. A minimum of 422 new parking spaces will be provided. **Exhibit 4** lists the real estate parcels to be improved and developed by the Developer and the Village to complete the Project, including a general depiction of the parcels to be dedicated for the Public Improvements and the Garage. **Exhibit 5** lists and describes the Public Improvements and the related cost estimates. **Exhibit 6** describes the Property and the real estate to be conveyed between the Village and to Developer for the private improvements. **Exhibit 7** is a non-exclusive list the Easement Agreements for Public Way that may be required with adjoining landowners to the Property as well as the air rights easements required to be granted by the Village over its right-of-way to accommodate and allow for the approximately 70-foot pedestrian span over Westgate Street that will connect the North and South buildings of the development. **Exhibit 8** is reserved. **Exhibit 9** provides the form of sales tax rebate sharing agreement ("**Sales Tax Rebate Sharing Agreement**") to be entered into by the Village and the Developer at the time of the Village's approval of the Planned Development. **Exhibit 10** describes the projected Project analysis of real estate and sales tax revenues. **Exhibit 11** provides the Developer's pro forma estimate of costs. It is understood that the Project must not only be constructed in conformity with the Concept Plan, the Final Plans and also the aforesaid **Exhibits 3 through 11**, but also all applicable codes, ordinances and regulations of the Village (except as to zoning and building code provisions that the Village has granted variations and waivers from) and the ordinance granting all approvals as required by the Village Code and other ordinances of the Village in effect as of the filing of the application for the issuance of the building permit for the Project. In the event of a conflict between this Agreement, including any of the Exhibits to this Agreement, and the Final Plans, the requirements of the Final Plans shall control.

A. Submission of Plans and the Planned Development Application. The Village Zoning Ordinance requires that the Project be authorized by Ordinance as a Planned Development (the "**Planned Development**"). In accordance with the Project Schedule, Developer shall submit a complete application for, and the Village will review,

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a Planned Development for the Project, pursuant to the requirements of the Village Zoning Ordinance relating to Planned Developments for processing by the Village, consistent in all material respects with this Agreement and the Project Schedule. The plans and elevations as approved by the Village pursuant to and included in the Ordinance approving the Planned Development shall be the “**PD Approved Plans and Elevations**” for the Project.

B. Submittals for Building and Construction Permits. Final building and construction plans and specifications for the construction of the Project, including final engineering plans and specifications (“**Final Construction Plans and Specifications**”) shall be prepared in substantial accord with the PD Approved Plans and Elevations and submitted to the Village Building Department for review and approval prior to construction and within the time period provided in the Project Schedule. Approval by the Village Board of the PD Approved Plans and Elevations shall not be deemed to preclude any necessary review and approval of the Final Construction Plans and Specifications by the Building Department prior to the issuance of required building permits in accordance with this Agreement and the Village Code.

Section 6.3 Residential Management Office.

Developer shall maintain a residential management office on the Property.

Section 6.4 Public Improvements.

The Final Plans shall provide for all Public Improvements, including, to the extent applicable, general site improvements, streets, parking, street and parking lot and/or parking structure lighting, architecture, sign requirements, streetscape and street furniture, stormwater facilities, alleys and driveways, parking facilities, landscaping, together with all general engineering plans for the entire Project. All site and building improvements must be in accordance with the Final Plans and applicable codes and ordinances of the Village as they exist at the time of the filing of the application for the permit for the issuance of the building permit for the Project except as to zoning and building code provisions that the Village has granted variations from as part of the approval of the Planned Development.

Section 6.5 Permitted Uses.

The uses permitted for the Project shall be as set forth in the Final Plans, and as defined in the Zoning Ordinance.

The Developer and the Village agree that the Developer, and any successor operator of the commercial component of the Project, shall maintain a mix of uses consistent with the Final Plans.

The Village and the Developer acknowledge and agree that as part of the Final Plans the Developer will likely request certain additional special uses and the Village agrees to reasonably review these requests for incorporation into the Final Plans.

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Section 6.6 Prohibited Uses.

The Developer agrees to not lease to or otherwise sell or allow to operate on the Property or in the Project any use specifically prohibited by the Zoning Ordinance. This restriction on prohibited uses shall be a covenant running with the land and binding on all future owners, successors in interest, tenants and assignees of any kind, subject to the requirements of the Final Plans.

ARTICLE 7

VILLAGE COVENANTS AND AGREEMENTS

Section 7.1 Village's Redevelopment Obligations.

A. General Obligations. In addition to its other covenants and obligations set forth in this Agreement, the Village shall have the obligations set forth in this Article Seven with regard to the development, construction, financing, completion and furtherance of the Project, all subject to the Developer's financial commitments and compliance with the terms of this Agreement.

B. Public Improvements. Subject to the conditions and terms set forth in this Agreement, the Village approves and designates the Developer to construct all of the public improvements designated on **Exhibit 5** (the "**Public Improvements**"). The Village shall pay or otherwise reimburse the Developer for the Village's portion of the Developer's costs in constructing the Public Improvements as identified in **Exhibit 5**, which Village cost responsibility generally relates to the curb to curb portions of the Public Improvements. The Village's reimbursement to the Developer for the Developer's construction of those portions of the Public Improvements shall be limited to the sum of the costs for such items comprising those portions of the Public Improvements on Exhibit 5, and if the final cost of the those portions of the Public Improvements is less than that shown on Exhibit 5, the Developer shall be entitled to be paid by the Village only the lesser actual cost. If the actual cost is more than as shown on Exhibit 5 for the Village portion of the Public Improvements, the Developer shall still only be entitled to be reimbursed by the Village the amount itemized on Exhibit 5 and the Developer shall pay and absorb the additional cost; provided, however, that to the extent that there are material changes to the scope or specifications of those portions of the Public Improvements for which the Village requires, and as may be agreed to by the Parties, the Village shall be responsible to include those increased costs as part of the Village Incentive as defined in Section 7.4 of this Agreement. Moreover, the Developer in constructing such Public Improvements shall follow such procedures (such as competitive bidding, providing that contracts or subcontracts are subject to reasonable and timely review and approval of the Village Engineer, etc.) as shall be reasonably required in advance by the Village.

C. Garage Public Parking; Rates.

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1. **Contribution for Public Parking Easement.** Upon completion and construction by the Developer of the Garage, the Developer will execute and record a non-exclusive easement for the benefit of the Village over, and to allow for public parking within, the ground floor and second floor of the Garage, which easement shall be substantially the same as *Exhibit 12* to this Agreement (“*Public Parking Easement*”). The Village shall pay Developer \$4 million in exchange for the Public Parking Easement which will replace certain existing surface parking lots located at the Property. The Garage is not included under the definition of “Public Improvements” under this Agreement and shall be considered as parking improvements pursuant to Section 8.2(b) of this Agreement for which prevailing wages shall be applicable. The Developer will allow “Short Term Parking” (as defined in Paragraph 2 of this Subsection) in spaces within the top three floors of the Garage to the extent those spaces are not occupied or otherwise reserved. The following paragraphs 2, 3, 4 and 5 have application only to the rates that can be charged for public parking within the Garage and have no application respecting the rates that can be charged for parking by residents of the multifamily community being developed as a part of the Project. The Parking Garage shall remain open to the public and operational twenty-four (24) hours a day, seven (7) days per week, throughout the year, including Sundays and legal holidays.

2. **Rates.** Public parking shall be at rates to be established by Developer from time to time; provided, however, that the public parking rates charged by Developer for hourly parking of five hours or shorter in duration (“*Short Term Parking*”) shall not exceed the amount set forth in paragraph 3 below (“*Maximum Rate*”). The rates for Short Term Parking charged by the Village for parking in its public parking facilities as of the Effective Date of this Agreement are as follows (“*Initial Parking Rates*”):

- 0 to 1 hour – Free
- 1 to 2.5 hours -- \$2
- 2.5 to 3 hours -- \$3
- 3 to 3.5 hours -- \$4
- 3.5 to 4 hours -- \$5
- 4 to 5 hours -- \$11

3. **Maximum Rate that Developer Can Charge.** For purposes of this Agreement the Maximum Rate for Short Term Parking that can be charged by Developer shall not exceed the greater of (i) 120% of the Initial Parking Rates, or (ii) 120% of the actual rate charged by the Village for Short Term Parking in its public parking facilities as may be adjusted from time-to-time by the Village; provided, however, that the foregoing notwithstanding, if the Village does not

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increase the actual rates it charges for Short Term Parking in its public parking facilities during any calendar year after the calendar year during which the Garage is first open to the public, the Developer may increase the parking rate it charges to an amount equal to 110% of the highest rate charged by the Village subsequent to the Effective Date of this Agreement for parking in its public parking facilities increased each calendar year after the calendar year during which such highest rate became effective by a percentage equal to the then-most recent percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha, IL, IN, WI Area issued by the United States Department of Labor over the calendar year during which such highest rate was charged.

4. Limited Exceptions. Notwithstanding anything in Paragraphs 2 or 3 of this Subsection to the contrary, (i) the Developer may at any time charge less for Short Term Parking than the Maximum Rate, and (ii) upon the Developer's written request and the written approval by the Village, which approval shall not be unreasonably delayed or denied (and which approval shall not require or be deemed to be an amendment to this Agreement), the parking rates for Short Term Parking may exceed the Maximum Rate.

5. Non Short-Term Parking. For avoidance of doubt, there shall be no limit on the amount that may be charged by Developer for public parking in the Garage for a duration longer than five hours.

Section 7.2 Village Cooperation.

The Village agrees to cooperate with Developer in Developer's attempts to obtain all necessary approvals from any governmental or quasi-governmental entity and upon request of Developer, will promptly execute any applications or other documents (upon their approval by the Village) which Developer intends to file with such other governmental or quasi-governmental entities in respect of the Project. The Village shall further promptly respond to, and/or process, and consider reasonable requests of Developer for: applicable excavation and foundation permits; shell permits; other building permits; driveway permits; curb cuts or other permits necessary for the construction of the Project. Approval of any building permit applications and/or engineering plans shall be contingent on the Developer providing all required and requested documentation for each such permit, including but not limited to engineering reports, calculations and plans required to substantiate that said improvements fully conform with all applicable state statutes and also all Village ordinances and codes, as well as receipt of all required approvals from any federal, state, regional or county agencies having applicable jurisdiction.

Section 7.3 Sales Tax Rebate Sharing Agreement.

The Village shall provide Developer a sales tax sharing incentive equal to \$750,000. Generally, the Village shall retain the first \$200,000 of annual sales tax revenues that the Village receives from operations on the Property. The Village will rebate to the Developer any annual sales tax revenues received by the Village from operations on the Property in excess of \$200,000, until the Developer has received \$750,000 in total. Beyond \$750,000, there will be no

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sharing and the Village shall retain all sales tax revenues. The specific terms and conditions for the sharing of sales tax revenues from the Property shall be set forth in a Sales Tax Rebate Sharing Agreement to be entered into by the Village and the Developer in substantially the form of the agreement in **Exhibit 9** attached hereto and hereby made a part hereof. In accordance with its own terms, the Sales Tax Rebate Sharing Agreement will survive the expiration of the term of this Agreement.

Section 7.4 Village Incentive.

A. Amount. In addition to approval of the Planned Development and the Final Plans, the Village is obligated under this Agreement to pay or otherwise reimburse the Developer, in addition to any other amounts that the Village is obligated to pay or otherwise reimburse the Developer under this Agreement, a base amount of \$6.6 million, comprised of \$2.6 million, being the Village's portion of the costs of the Public Improvements as of the Effective date and as set forth in and as may be further modified pursuant to Subsection 7.1B of this Agreement (or such lesser or greater amount as provided in Subsection 7.1B of this Agreement), and \$4 million for the Public Parking Easement as set forth in Subsection 7.1C of this Agreement, plus charges for the Developer's cost of capital in funding the Public Improvements and Garage prior to being paid or reimbursed for those costs from the Village, all collectively referred to as the "**Village Incentive.**"

B. Payment. The Village's payment of the Village Incentive is subject to the reimbursement authorization provisions of Section 7.10 of this Agreement and will generally be paid when and as billed to the Village by the Developer (either in a lump sum following completion of construction or on an ongoing series of payments or draw requests from the Developer) and subject to, with regard to the Public Improvements, the Village's acceptance of the Public Improvements and, with regard to the Garage, the Developer's execution and recordation of the Public Parking Easement.

C. Village Security. No later than 60 days prior to the date of the Real Estate Closing, the Village will notify the Developer of the funding source or sources to be used to pay the Village Incentive. At that time, in the event the Village determines to pay the Village Incentive in a lump sum payment following completion of construction of the Public Improvements and the Developer's execution and recordation of the Public Parking Easement, as the case may be, then the Village shall provide to the Developer, at the Village's cost, security for the Village's payment of the Village Incentive, which security will be a letter of credit, cash escrow, or other similar security to the reasonable satisfaction of the Developer and in an amount no less than 100 percent of the Village Incentive.

D. Developer Security. In the event the Village determines to pay the Village Incentive as a series of payments or draw requests from the Developer as the Public Improvements and Garage are being constructed, then the Developer shall provide to the Village, at the Developer's cost, security for the Developer's construction and completion of the Public Improvements and the Garage, which security will be a letter of credit, cash escrow, or other similar security to the reasonable satisfaction of the Village

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and in an amount no less than 100 percent of the cost of the Public Improvements and 100 percent of the Village's cost contribution to the construction of the Garage. In that event, the security provided will provide for pro rata reductions in the amount of the security commensurate with the completion of and reimbursement by the Village for the particular portions of the Public Improvements and Garage completed and accepted, all as reasonably reviewed and approved by the Village Engineer.

E. No Condition on Funding Source. The Village's obligation to pay the Village Incentive is not subject to, conditioned or otherwise contingent upon any particular funding source. The Parties acknowledge that the Village has several options on how to fund the Village Incentive, including without limitation, the authority provided under the Village's home rule powers, Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, and under the TIF Act. This Agreement contains a number of provisions reflecting the Village's desire and related substantive requirements to utilize one or more methods of TIF authorized funding for the Village Incentive. Notwithstanding any provision of this Agreement to the contrary, including without limitation any provision of this Agreement with regard to TIF funding, the Village's obligation to pay the Village Incentive to the Developer as provided under this Agreement is not subject to, conditioned or otherwise contingent upon the availability of funding that may be authorized under the TIF Act.

Section 7.5 TIF Funding.

Subject to Subsection 7.4E of this Agreement, the Village will pay the Village Incentive to Developer from the Net Incremental Property Taxes in the TIF Fund, from any other lawfully available Village funds, or any combination thereof. If the Village intends to use TIF Funds, at its discretion, to reimburse Developer for Redevelopment Project Costs which are qualified for payment under this Agreement and applicable law and pursuant to the procedures set forth in Section 7.10 below, if applicable, then the Developer shall notify the Village from time to time of all new property index numbers (PINs) as they are issued by the Cook County Clerk, it being understood that without such information the Village will be unable to calculate and determine the amount of Net Incremental Property Taxes.

Section 7.6 Conveyances of Land.

Generally, the Village will convey all or particular portions of the Property at various points during the Project Schedule to the Developer so that the Developer is able to build and complete the Project and then convey or dedicate, as the case may be and as applicable under the terms of this Agreement, to the Village, upon substantial completion of the Project and payment of any amounts due to Developer as provided herein, the Public Parking Easement and all Public Improvements, including without limitation, the Westgate, Station Street, Lake Street, and North Boulevard rights-of-way and related sidewalk improvements. The Parties will consult and agree on the exact nature and timing of the various land conveyances prior to approval of the Planned Development, which structure may provide for the retention during construction by the Village of those portions of the Property upon which the Developer will construct the Public Improvements and the conveyance by the Village of those Portions of the Property upon which the private improvements will be constructed. Generally, it is anticipated that the Properties that

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the Village will ultimately own for the Public Improvements are depicted and generally described on **Exhibit 4** (being the public right-of-way and related sidewalks improvements) attached hereto and hereby made a part hereof. The conveyances of land as generally described in this Section and provided in this Agreement shall be undertaken in accordance with the Project Schedule and the other applicable provisions of this Agreement. The conveyances of land under this Agreement shall be subject to mutually agreed upon standard terms and conditions that the Parties will agree upon prior to approval of the Planned Development.

Section 7.7 Environmental Review Period.

For the purposes of this Section, the following terms have the following meanings:

- (a) **“Environmental Law”** includes, without limitation, any law relating to pollution or pertaining to health, industrial hygiene, or protection of the environment, including, without limitation, CERCLA (Comprehensive Environmental Response, Compensation and Liability Act), RCRA (Resources Conservation and Recovery Act), the Clean Air Act, the Clean Water Act and similar state statutes and regulations.
- (b) **“ESA”** means collectively a Phase I ESA and/or a Phase II ESA, as applicable.
- (c) **“Phase I ESA”** means a non-intrusive Phase I Environmental Site Assessment conducted in accordance with the United States Environmental Protection Agency (EPA) All Appropriate Inquiry (AAI) standard and requirements set forth in 40 CFR 312, and consistent with American Society for Testing and Materials (ASTM) E-1527-05 or the most current ASTM standard.
- (d) **“Phase II ESA”** means an invasive environmental inspection or sampling of soils, groundwater, subsurface conditions, water, air, soil gas or other media, including, without limitation, building and construction materials.

Remediation Action Plan – Provided that the Village has complied with its disclosure obligation set forth in Section 14.4 of this Agreement, the Village and Developer shall commence a ninety (90) day period after the Effective Date (the **“Environmental Review Period”**) to perform an ESA and other appropriate environmental analysis of the Property (**“Environmental Review”**). The Parties acknowledge and agree that the Environmental Review Period extends until June 30, 2015, and that as of June 1, 2015 the Developer’s environmental consultant has completed (i) a Phase I Environmental Assessment of the Property on July 15, 2014; (ii) an Asbestos Building Survey on August 28, 2014; (iii) Ground Penetrating Radar analysis on August 29, 2014; and (iv) a Phase 2 Limited Site Investigation on October 31, 2014. The Parties further acknowledge and agree that with the Village’s authorization, commencing on June 1, 2015, the Developer will (i) proceed to collect field data to identify impacts, develop specific remediation objectives, and soil vapor work; and (ii) prepare required application materials and reports to enroll the Property in the IEPA Voluntary Site Remediation Program in order to obtain a No Further Remediation determination prior to the date of the Real Estate Closing as set forth in Section 6.1 of this Agreement. The costs of the Environmental Review will be billed directly to and paid by the Village. Prior to commencing a Phase II ESA of the Property, Developer and Village will consult on the proposed scope of work for such Phase II

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ESA, which shall include (i) the number, location and depth of proposed borings, (ii) the proposed environmental engineer to be engaged to perform the Phase II ESA, (iii) the chemical parameters proposed for analysis, (iv) the estimated time for Developer to complete both its Phase II ESA and written report thereof, (v) the proposed backfilling of boreholes and restoration of the Property, and (vi) the cost of the Environmental Review, including any ESAs. The Village will fully cooperate with the Developer in these undertakings and will provide the Developer and environmental consultants with any rights of access and other permits or approvals necessary to undertake the environmental analysis of the Property. The Parties will be allowed to observe the Phase II ESA and other environmental investigations on the Property and the Village shall have the right to have a consultant at the Property to observe the Phase II ESA and approve the backfilling of boreholes and restoration of the Property, which consultant shall be at the Village's sole cost and expense. The Village's consultant shall have the right to collect split samples, at the Village's sole cost and expense. Prior to commencing the Environmental Review, the Village will approve the Review and specifically agree that it will be responsible for the costs of the Environmental Review.

Developer shall comply with the following terms and conditions in conducting any ESA:

(a) The ESA shall be conducted pursuant to standard quality control/quality assurance procedures and in compliance with all applicable Environmental Laws.

(b) Developer, and Developer's consultants, representatives and agents, shall obtain all necessary permits, licenses and authorizations to conduct the ESA and shall comply with any and all obligations under applicable Environmental Laws.

(c) Prior to the commencement of any Phase II ESA, Developer shall be responsible to timely notify any utility company or applicable governmental authority of its intended inspections.

(d) Developer shall obtain, maintain and provide to the Village, and shall cause any consultant, contractor or other person entering the Property to obtain, maintain and provide to the Village, proof of comprehensive general liability insurance in the amount of at least \$1,000,000.00 combined, single limit coverage, naming the Village as an additional insured and with coverages reasonably satisfactory to the Village.

(e) Any samples, waste materials, soil cuttings, hazardous wastes, hazardous substances, pollutants, contaminants (including contaminated soils or groundwater) or free product which is discovered through the Phase II ESA at the Property shall be handled, stored, treated, transported and disposed of by Developer at the Village's sole cost and in accordance with all applicable Environmental Laws.

(f) The cost of the Environmental Review for which the Village will be responsible shall include costs to restore the Property to substantially the same condition existing prior to its Phase II ESA.

(g) Within three (3) days after the completion of any ESA as part of the Environmental Review, the Parties will ensure that both Parties shall receive a complete copy of

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the relevant report, including without limitation any Phase II ESA report, including boring logs and laboratory analytical reports.

Developer shall keep the information obtained from any ESA confidential and shall not disclose it to any person or entity without the Village's prior written consent, except as otherwise required by law. Notwithstanding the foregoing, if Developer, or Developer's consultant or other representative or agent, (1) discovers an adverse environmental condition on the Property that requires disclosure to a governmental authority or (2) becomes legally compelled to disclose any information under applicable law arising from an ESA or other investigation of the Property, Developer shall, and shall cause its consultant or other representative or agent to, immediately upon discovery (i) notify the Village of the adverse environmental condition or legal obligation and the applicable disclosure requirement, and (ii) furnish only to such governmental authority requiring disclosure such information, which Developer (or Developer's consultant or other representative or agent) is advised by counsel, it is legally required to disclose under such applicable law.

At the end of the Environmental Review Period, Developer and the Village shall analyze all of the results of the Environmental Review and attempt to mutually agree on the nature and scope of the remediation based on the results of the ESA and other environmental investigations of the Property, or any portions thereof, and the associated costs to the Village for that remediation. This review and consultation shall include consideration of any reasonable alterations to the Project that may lessen or otherwise make more manageable for the Village and the Developer the remediation and costs of remediation in the context of the Project. If the Village and the Developer are unable to agree on the nature and scope of the remediation required for the Project and the associated costs to the Village of that remediation, then either party may terminate this Agreement. If this Agreement is so terminated, all ESA reports shall become the property of the Village, although the Developer will have the right to retain copies.

Developer, for itself and any entity affiliated with Developer, waives and releases the Village from and against any liability or claim arising under any Environmental Law related to the Developer's completion of an ESA on the Property. Developer, for itself and any entity affiliated with Developer, hereby agrees to indemnify, defend and forever hold the Village harmless from and against any and all liability, damage, loss, injury, cost or expense, including reasonable attorneys' fees, suffered or incurred by or asserted against the Village arising from or relating to the conduct by the Developer or the Developer's consultant of the ESA or Developer's failure to comply with any applicable Environmental Laws with regard to the conduct of the ESA. The provisions of this paragraph shall survive the Closing or any earlier termination of this Agreement. Notwithstanding anything to the contrary set forth in the Agreement, the Developer shall not be responsible for any environmental condition, and any related liabilities or costs related thereto, existing on the Property as of the Effective Date of this Agreement or at any time prior to the conveyance of the Property to the Developer, except only as specifically provided in the Real Estate Conveyance Provisions or other documents used to consummate the conveyance of the Property to the Developer.

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Section 7.8 Title and Survey Review Period.

The Village and Developer shall commence a (90) day period after the Effective Date (the “**Title and Survey Review Period**”) to identify, review, and confirm all title and survey matters related to the development of the Property for the Project. Within 7 days after the Effective Date, if not sooner, Developer shall order and provide the Village with a current title commitment (the “**Title Commitment**”), covering title to the Property along with readable copies of all documents referred to therein, from First American Title Insurance Company (the “**Title Company**”). Developer shall also order the Survey of the Property. The Title Commitment and the Survey shall be at the Village’s expense, subject to approval of the Village. Unless the Developer and/or Developer’s counsel objects (and such objection being a “**Title Objection**”) to encumbrances shown in the Title Commitment or Survey by June 30, 2014, then all of same shall be deemed approved by Developer (all items approved or deemed approved by Developer are “**Permitted Exceptions**”). If Developer does give such notice, the Village shall have ten (10) business days after receipt thereof to notify the Developer that the Village (a) will cause or (b) elects not to cause any or all of the Title Objections disclosed therein to be removed by the Title Company. The Village’s failure to notify the Developer within such ten (10) business day period as to any Title Objection shall be deemed an election by the Village to cause the Title Company to remove such Title Objection. If the Village notifies the Developer that the Village shall not remove any or all of the Title Objections, the Developer shall have five (5) business days after receipt of such notice from the Village to (i) terminate this Agreement or (ii) waive such Title Objections and to not raise such waived Title Objections as a cause to not proceed with the Project under the terms of this Agreement. If the Developer does not give such notice within said period, the Developer shall be deemed to have elected to waive such Title Objections. Notwithstanding the foregoing, the Village acknowledges and agrees that if there are any mortgagee or deed of trust liens or security interests currently against the Property then the Village will cause such liens to be removed.

The Parties acknowledge and agree that, as of the effective date of the Second Amendment to this Agreement, the Title and Survey Review Period extends until June 30, 2015. As of June 1, 2015 the Parties have successfully resolved virtually all significant Title Objections and related matters and will continue to work on all remaining title and survey matters to ensure that all related matters are resolved on or before the date of the Real Estate Closing as set forth in Section 6.1 of this Agreement. The Parties agree that (i) pursuant to Section 7.6 of this Agreement, the Developer will ultimately deed back to the Village the sidewalk along Lake Street, the Maple Avenue right-of-way, the Parking Garage, and the alley along Westgate; and (ii) following additional survey work, the Village will effectuate the relocation of the ComEd facilities prior to the Real Estate Closing.

Section 7.9 Village Permit Fees.

The Village agrees to reduce or waive all Village building permit fees, tap-in fees, internal review fees, impact fees, demolition fees and meter fees to the agreed sum of \$265,000 which shall be due and payable as follows: \$40,000 to be paid by Developer at the time of submission of building plans for review and \$225,000 at the time of the issuance of the first building permit by the Village for any portion of the Project.

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Section 7.10 Reimbursement Authorization Procedures.

(a) The Village has the option to pay the Developer the Village Incentive during the course of construction of the Public Improvements and the Garage or upon final completion or some combination thereof. The Village will make that election no later than 60 days prior to Real Estate Closing. Within 30 days after the applicable and required submissions under this Section, the Village shall authorize the distribution of the applicable portion of the Village Incentive to the Developer in accordance with the terms of this Agreement, upon satisfaction of the following conditions only with regard to the Public Improvements and the Garage:

(i) Developer has submitted to the Village's Treasurer a disbursement request on a form reasonably acceptable to the Village with respect to such portions.

(ii) Developer is not in material default under this Agreement after expiration of all applicable cure periods.

(iii) The Village has previously inspected and approved the Eligible Improvements applicable to the request.

(b) As a prerequisite to the making of payments to the Developer, the Developer must certify to the Village the following:

(i) The Developer (or its successor or assign, if applicable) is duly organized and validly existing.

(ii) The Developer has the right, power and authority to submit the request for payment and to perform its obligations under the Agreement.

(iii) No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default under this Agreement or an event of default under any financing agreement related to the Project or an event of default under any construction contract for the Project exists and remains unremedied.

(iv) The requested disbursement is for Redevelopment Project Costs which are qualified for payment under this Agreement and applicable law.

(v) None of the items for which payment is requested has already been paid.

(vi) The payment is due and owing (or has already been paid) from the Developer to its construction manager, contractor, subcontractor or material supplier or others.

(vii) The Developer has obtained all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary and applicable to reconstruct, complete and operate the Improvements for which payment is requested.

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(viii) That no lien exists against the Property except those that Developer, in good faith and based upon reasonable grounds, is contesting.

(ix) That the Developer has certified the work for which payment is sought has been completed.

(c) As a prerequisite to any payments by the Village and to assist in the Village's consideration, the Developer must provide to the Village with regard to the Public Improvements and the Garage, as the case may be:

(i) Good and sufficient (partial or full) waivers of liens with respect to the payment requested.

(ii) Proof in a form reasonably acceptable to the Village, such as a contractor's sworn statement and architect's certification, that the Developer is or was obligated to make the payments for which reimbursement is sought.

(iii) Such information as is reasonably necessary for the Village to determine that reimbursement is being sought for a Redevelopment Project Cost and is otherwise due and payable hereunder.

(iv) All certificates required above.

(d) Any payment or reimbursement payable to the Developer pursuant to this Section 7.10 that is attributable to work performed by Subcontractors, as evidenced by waivers of lien submitted to the Village by Developer, shall be reimbursed to the Developer pursuant to the provisions of this Agreement.

(e) The Developer shall, upon request by the Village, provide the Village with all documentation required to evidence the cost of the Eligible Improvements such records to include, but not be limited to, all contracts with general contractors and all subcontractors, contractors sworn affidavits, lien waivers, title company ledgers and any other documentation specified by the Village and/or in the possession of the Developer. The Village may require an audit of all evidence of the cost of Eligible Improvements, such audit to be performed by an auditor selected by the Village in its sole discretion and at the Village's cost.

(f) It is understood that the Village Incentive as provided in Sections 7.1B, 7.1C, 7.1D and 7.4 of this Agreement, is the maximum amount the Village will be required to pay or otherwise reimburse to the Developer for the Public Improvements and the Garage. Subject to applicable cure periods and provisions and notices, it is further understood that the Village may reimburse itself out of the Village Incentive for any monies owed by the Developer and that the Incentive Amount will be reduced by the amount of any such reduction, unless otherwise cured.

(g) The Village may use, in the amounts set forth herein, the Net Incremental Property Taxes to finance certain Redevelopment Project Costs (including the Developer's cost of capital). In addition, the Village may, in its discretion, issue general obligation or tax increment allocation bonds or other obligations, secured by lawful revenue sources (as the Village, in its discretion, may determine) pursuant to an ordinance at a later date the proceeds of

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which may be used to pay for the costs of the Redevelopment Project Costs or Village Incentive (including the Developer's cost of capital) not previously paid for from Net Incremental Property Taxes in order to reimburse the Village for the costs of Redevelopment Project Costs or to pay Developer in accordance with the terms hereof.

Section 7.11 No Private Payments.

The Village has represented to the Developer that payments from the Developer to the Village other than payments made by the Developer of taxes of general applicability may be deemed to be private payments under the Internal Revenue Code of 1986, as amended (the "Code"), and that any such payments may cause interest on any bonds of the Village issued to pay for the Garage and Public Improvements and other financing instruments to be includible in the gross income of the owner thereof for federal income tax purposes. Accordingly, if any such bonds are issued on a tax-exempt basis, the Village will accept no payment from the Developer pursuant to any provision of this Redevelopment Agreement without, at the Village's sole expense, first obtaining the advice of Miller, Canfield, Paddock and Stone, P.L.C., Bond Counsel, or other such bond counsel as determined by the Village, that such payment will not impair the status of interest on such bonds or other financing instruments issued on a tax-exempt basis under the Code as not includible in the gross income of the owners thereof for federal income tax purposes.

Section 7.12 Taxes of General Applicability.

The Village further represents that security for such bonds and other financing instruments and payments of interest on such bonds and other financing instruments are limited to (a) taxes of general applicability, and (b) the amounts on deposit in the funds and accounts created under the ordinances authorizing the issuance of such bonds or other financing instruments. The Village recognizes that improper agreements with taxpayers may cause tax receipts to be classified as private payments under the Code. Accordingly, the Village covenants not to enter into or enforce any agreements with taxpayers, including, specifically the Developer, that would modify the obligations of such taxpayers under general law without an opinion of Bond Counsel, at the Village's sole expense, that such agreement or enforcement will not adversely affect the tax-exempt status of interest on such bonds or other financing instruments issued on a tax-exempt basis for federal income tax purposes. In the event that such bonds are issued on a tax-exempt basis, no provision of this Redevelopment Agreement or any agreement, written or oral, will be enforced for the benefit of the holders of such bonds or other financing instruments or in any way to increase revenues available to pay interest on such bonds or other financing instruments. The Village's obligations to pay the Village Incentive to the Developer and to otherwise comply with the terms of this Agreement are not subject to, conditioned or otherwise contingent upon any of the provisions in this Section or in Section 7.11 of this Agreement.

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ARTICLE 8

DEVELOPER'S COVENANTS AND AGREEMENTS

Section 8.1 Developer's Development Obligations.

Developer shall have the obligations set forth in this Article Eight for the development, construction, financing, completion and furtherance of the Project, all subject to the terms and conditions of this Agreement, including without limitation, the Village's financial commitments and compliance with the terms set forth in this Agreement.

Section 8.2 Developer's Commitments.

(a) The Developer will construct the Project in full conformance with the terms of the Agreement and the Final Plans.

(b) The Developer must construct the Public Improvements (including the parking improvements) in full compliance with the Prevailing Wage Act (for purposes of this section, the "Act") of the State of Illinois, 820 ILCS 130/0.01 et seq., as amended. The Developer shall indemnify, hold harmless, and defend the Village, its governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof ("**Indemnified Parties**"), against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of compliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Developer or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of the Developer shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, the Developer shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, the Developer shall at its own expense, satisfy and discharge such judgment or award.

(c) Developer shall grant, dedicate or convey all rights-of-way and easements on the Property in order to provide for all required Project improvements, as shown in the Final Plans, including but not limited to streets, sidewalks, street lights, water mains, storm and sanitary sewer mains, detention or retention ponds, gas, electricity, and cable television. The Village shall coordinate said conveyances with all applicable utility companies and other applicable governmental bodies and/or agencies.

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(d) Developer shall install on behalf of the Village all necessary water mains, sanitary sewer mains and storm sewers necessary to serve the Property and Project in accordance with final engineering plans approved by the Village.

(e) To the extent required in Subsection 7.4D of this Agreement, Developer shall provide or cause to be provided to the Village security related to the Public Improvements.

(f) Developer shall convey title to all Public Improvements (as delineated in the Village Code and ordinances, including its Subdivision Code), by an appropriate instrument of conveyance.

(g) Developer shall park and stage all construction equipment, materials and vehicles at such site(s) as may be reasonably designated by the Village from time to time in consultation with the Developer.

(h) Once the Project has been completed and occupancy has commenced, the Developer shall include in its covenants and all leases that outdoor storage is prohibited as provided in the Final Plans.

(i) The Village and the Developer shall grant such easements as are necessary to implement access to all areas and structures to facilitate the plan and use of the parking areas and street to be dedicated. The Village shall grant the Developer all required air rights with respect to the approximately 70-foot pedestrian span over Westgate Street that will connect the North and South Buildings of the development.

(j) The Developer and the Village shall at all times cooperate with each other as to site improvements to minimize required franchise fees to public utilities.

Section 8.3 General Management of Property.

It is understood that the Developer's current intention is to not sell, but instead lease, both the residential and the commercial/retail space portions of the Project. The Developer is hereby prohibited from selling any portion of the commercial/retail space to individual owners without first requiring in any recorded condominium declaration(s) or restrictive covenants or other legally binding document that the owner(s) must hire a professional commercial real estate manager experienced in managing commercial/retail space of the size of the space to be individually owned, unless the owner(s) is an individual experienced in commercial real estate leasing and management. Nothing herein shall be construed to prohibit the sale of all the commercial/retail space to an individual owner experienced in commercial real estate leasing and management. Developer must also ensure that all residential units are professionally managed as is customary for residential apartment complexes.

Section 8.4 Construction Financing Deadline.

In accordance with the Project Schedule, the Developer shall demonstrate to the Village's reasonable satisfaction that Developer has sufficient funds to pay the costs of the Project. To evidence that fact, Developer shall obtain and provide to the Village a letter of assurance from Developer's lender reasonably satisfactory to the Village evidencing the necessary construction

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financing for the Project. The Village shall accept or reject such letter within 5 business days of receipt thereof. The Village shall be named as a beneficiary on all performance, labor, and material bonds and completion guarantees relating to the Public Improvements being constructed by the Developer on the Village portion of the Property. Duplicate originals of said bonds and/or completion guarantees naming the Village as a beneficiary shall be provided to the Village within sixty (60) days of the Developer having obtained a term sheet for financing as stated herein.

Alternatively, Developer may in its discretion submit written evidence to the Village in a form and substance reasonably satisfactory to the Village that Developer has access to sufficient funds to pay the cost of the Project, without obtaining third party financing.

Notwithstanding the provisions of Article 17 hereof, if Developer fails to meet any of the material requirements of this Section, the Village shall be relieved of its obligations under this Agreement after Developer is given written notice from the Village of the nature and extent of such failure and Developer has not cured such failure within sixty (60) days after receiving such notice from the Village.

Section 8.5 Timing of Developer's Obligations.

Subject to Uncontrollable Circumstances, Developer will complete construction of the Project pursuant to the Project Schedule. Construction shall be deemed to have begun on the day the first building permit (regardless of type) is issued.

If Developer fails to complete the Project within the time period set forth in the Project Schedule, such will constitute an Event of Default under this Agreement (subject to the cure provisions hereof) unless caused by Uncontrollable Circumstances.

Section 8.6 Compliance with Applicable Laws.

Developer shall at all times acquire, install, construct, operate and maintain the Project in conformance with all applicable laws, rules, ordinances and regulations. Except as to Village Code provisions that the Village has granted variations from, all work with respect to the Project shall conform to all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision and planned development codes, building codes, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter), life safety codes, property maintenance codes and any other applicable codes and ordinances of the Village, or any of its rules or regulations or amendments thereto, which are in effect at the time of issuance of each building permit.

Section 8.7 Progress Meetings.

Developer shall meet with the Corporate Authorities or Village staff, or both (as determined by the Village) as reasonably requested and make presentations to the Corporate Authorities up to four (4) times a year as reasonably requested by the Village President in order to keep the Village apprised of the progress of the construction of the Project.

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Section 8.8 Developer's Cooperation and Coordination.

During the construction of the Project, the Developer shall provide such notices and attend such community and neighborhood meetings as may be necessary or desirable, as reasonably determined by the Village and the Developer in consultation, to keep the residents and local businesses in the immediate vicinity of the Property fully informed of progress on the Project and any measures that the Village and Developer believe prudent for the residents to take to minimize construction-related inconvenience. The Developer shall also stage its construction of the Project to avoid to the fullest extent possible any such community disruption. During construction the Developer shall also keep all streets in the vicinity of the Project clean on a daily basis of any construction-related debris. Within three hours after notice from the Village that one or more streets within the Project are not satisfactorily clean during a 24-hour period, the Developer will take steps to remedy the complaint. In the event that the Developer fails three times to the remedy a complaint under this Section with regard to properly cleaning a street, the Developer, upon the fourth violation, shall pay the Village the sum of \$250 for each such subsequent violation. The Developer also agrees to coordinate all construction with any special events planned by the Village, particularly including, but not limited to, special marketing events, including those utilizing the Metra train station and the Metra commuter parking lots, and any other celebrations located in the vicinity of the Project in general and specifically along Marion and Lake Streets. In the event of any such special events, such coordination with the Village shall include a specific traffic plan approved by the Village for both vehicles and pedestrians during the special event.

Section 8.9 Reserved.

Section 8.10 Reserved.

Section 8.11 Employment Opportunity.

The Developer, on behalf of itself and its successors, assigns and Developer Affiliates, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Developer Affiliate operating on the Property (collectively, with the Developer, the "**Employers**" and individually an "**Employer**") to agree, that for the term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property, as follows:

A. No Discrimination in Employment. No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, disability, sexual orientation, military discharge status, marital status, parental status or source of income. Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees

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to post in conspicuous places on the job site, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, disability, sexual orientation, military discharge status, marital status, parental status or source of income.

B. Training Opportunities. To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low-and moderate-income residents of the Village and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the Village and preferably in the Redevelopment Area.

C. Compliance with Employment Laws. Each Employer shall comply with all federal, state and local equal opportunity employment Laws, statutes, rules and regulations, including but not limited to the Village's Human Rights Ordinance, codified as Chapter 13 of the Village Code, the Cook County Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

D. Response to Village Inquiries. Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the Village, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

E. Employment Terms to be Included in Subcontracts. To the extent feasible, each Employer shall include the foregoing provisions of subparagraphs (A) through (D) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

F. Remedies for Violation of Employment Obligations. Failure to comply with the employment obligations described in Sections 8.11 through 8.13 shall be a basis for the Village to pursue remedies under the default provisions of this Agreement.

Section 8.12 No Discrimination in Sale or Lease.

The Developer shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, disability, marital status, parental status or sexual orientation in the sale, lease or rental, or in the use or occupancy of the Project or any improvements located or to be erected thereon, or any part thereof.

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Section 8.13 Advertisements.

Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

ARTICLE 9

ADDITIONAL COVENANTS OF DEVELOPER

Section 9.1 Developer Existence.

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

Section 9.2 Construction of Project.

Developer shall diligently pursue obtaining all required permits and Developer shall cause construction of the Project on the Property to be prosecuted and completed pursuant to the terms hereof with due diligence, in good faith and without delay, subject to Uncontrollable Circumstances and the other provisions of this Agreement.

Section 9.3 Further Assistance and Corrective Instruments.

The Village and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Village's and the Developer's sound legal discretion.

Section 9.4 No Gifts.

Developer and the Village covenant that no officer, member, manager, stockholder, employee or agent of either Party, or any other Person connected with Developer or the Village, has knowingly made, offered or given, either directly or indirectly, to any member of the Corporate Authorities or the to the principals of the Developer, as the case may be, or any officer, employee or agent of the Village, or any other Person connected with the Village or the Developer, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Developer or the Village, to the extent prohibited under applicable law.

Section 9.5 Disclosure.

Concurrently with execution of this Agreement, Developer shall disclose to the Village the names, business addresses and ownership interests of all Persons with a controlling interest in the Developer, together with such reasonably requested supporting documentation. Developer

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further agrees to notify the Village throughout the term of this Agreement of the names, business addresses and ownership interests of any changes to such Persons. These materials shall be marked confidential and shall to the maximum extent permitted under applicable law, not be subject to public disclosure. The Village shall notify the Developer as soon as the Village receives a request for this information and agrees to consult with the Developer with regard to any possible disclosure.

ARTICLE 10

COVENANTS AND REPRESENTATIONS

Section 10.1 Village Benefits.

The Village is desirous of having the Property improved in order to service the needs of the Village and its residents, and the Project will increase employment opportunities in the Village, arrest decline in economic conditions existing in the Village, stimulate residential and commercial growth and stabilize the tax base of the Village, and, in furtherance thereof, the Village contemplates certain incentives and continuing economic incentives under the terms and conditions hereinafter set forth to assist in such.

Section 10.2 Need for Economic Assistance.

The parties hereto acknowledge, and the Developer represents and warrants, that it requires economic assistance from the Village as provided in this Agreement in order to commence and complete the Project, and that, but for said economic assistance, the Project as contemplated would not be economically viable nor would the funds necessary for its commencement and completion be available.

Section 10.3 Reserved.

Section 10.4 Conditions Precedent to the Undertakings on the Part of the Village.

All undertakings on the part of the Village pursuant to this Agreement are subject to satisfaction of the following conditions by the Developer on or before the date of the Initial Payment provided for in Section 10.5 below, or as otherwise specifically hereinafter stated:

(a) The Developer shall have obtained final approvals relating to the Project, it being understood and agreed that the Village has the discretion established by law to approve all such work and the Village shall not be deemed to have caused a default hereunder or have any liability for its failure to approve such work.

(b) The Developer shall have obtained any other final approvals necessary from any other governmental unit or agency which has jurisdiction or authority over any portion of the Project.

(c) The Developer shall have certified to the Village that there exists no material default under this Agreement, beyond any applicable cure period set forth herein, or any agreement, guaranty, mortgage or any other document which the Developer has executed in

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connection with the Project, beyond any applicable cure period set forth therein, that affects or that may affect the Developer's ability to complete the Project on the Property, and that the Developer has not received any notice of any violation of any Village ordinances, rules and regulations, or of any applicable laws of the State of Illinois or the United States of America, and/or any agency or subdivision thereof, as well as any ordinances and resolutions of the Village pertaining to the Project which by their respective terms are to have been complied with prior to the completion of the Project.

(d) The Developer agrees that in the event there is an assignment that does not comply with the provisions of Section 19.20 of this Agreement, the Village shall have the right to declare an Event of Default under Article 17 of this Agreement.

(e) If a land trust or limited partnership shall become the owner of the Property, the sole beneficiaries of the Trust or the partners in the limited partnership shall have delivered to the land trustee or general partners as the case may be an irrevocable letter of direction indicating that any notice received by the land trustee or limited partnership which adversely impacts the Developer's title to or interest in the Property, including but not limited to any notice of failure to pay real estate taxes, notice of foreclosure or notice of mechanic's lien(s) on the Property, will be sent to the Village within three (3) business days following receipt thereof. Such letter of direction shall be irrevocable for so long as the Village is required to make payments under this Agreement. The Developer also agrees to send to the Village any such notice received by either of them within three (3) days of receipt.

Section 10.5 Payment Undertaking on the Part of the Village.

Upon satisfaction by the Developer of all the terms and conditions set forth in this Agreement, the Village hereby undertakes to make the payments set forth herein:

(a) Subject to the conditions set forth in Sections 7.10 and 10.4 above, the Developer shall notify the Village of a request for funds constituting the Payment Incentive.

(b) That the Developer shall have delivered to the Village no less than thirty (30) days prior to the initial payment in accordance herein, and no less than thirty (30) days prior to each subsequent payment, a certificate dated within fifteen (15) days of receipt by the Village that all representations and warranties contained in Section 10.7 herein are true and correct. Provided, however, that once the Project has been completed and any aspects of the Project requiring Village approval have received such approval from the Village as finally completed, the certificate required hereunder need not contain a representation and warranty regarding matters covered in subparagraphs (g) and (h) of said Section 10.7.

(c) That the Village has received no notice from the Developer or from any other source that there exists any material default beyond the applicable cure period under any of the terms, conditions or provisions under any of the loan documents under which the Developer's financing, if any, for the Project was obtained, that affects or that may affect the Developer's ability to complete the Project on the Property. The Developer shall provide the Village with any notices received throughout the term of this Agreement relating to the Property which may have an adverse impact on this Project, specifically including any notices regarding any tax or loan

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delinquencies. Provided, however, that if the Village receives evidence satisfactory to it that any such default has been cured, except as otherwise provided herein, the payments to the Developer required hereunder shall resume if all other requirements have been met.

In the event that the Developer fails to deliver to the Village any or all of the foregoing certifications within the time periods set forth herein, or otherwise violates any term or provision of this Agreement, then in such event, the Village shall have no obligation to make any payment to the Developer until such time as any such failure or violation is corrected to the reasonable satisfaction of the Village (except where this Agreement provides for forfeiture of any such payments), and all rights of the Developer to demand any current or future payment from the Village shall be deemed waived until such failure or violation is so corrected, and all other obligations on the part of the Village arising pursuant to this Agreement shall be deemed suspended and without any further force and effect unless and until such failure or violation is so corrected within the applicable cure period. Where this Agreement provides for forfeiture of any such payments, the Village may in that event cancel this Agreement immediately and permanently.

Notwithstanding any of the foregoing, or any other provision contained herein, if the Developer and/or Owner of the Property, if different than the Developer, fails in any year to timely pay any or all of the real estate taxes on the Property within 30 days of when they become due, the Village may, at its sole discretion, declare an Event of Default under Article 17 of this Agreement. The Developer and/or Owner, if different than the Developer, shall provide evidence to the Village that such taxes were paid when due within sixty (60) days after the date when due. Notwithstanding the foregoing, the Developer shall have the right to contest in good faith the assessed valuation of the Property and the improvements thereon from time to time without affecting this Agreement.

Section 10.6 Undertakings on the Part of the Developer.

(a) The Developer shall commence construction of the Project in accordance with the Project Schedule, subject to Section 10.13, and shall not cause or permit the existence of any violation of Village ordinances, including but not limited to the Village's Building Code, Zoning Ordinance and Variation Ordinance, Fire Code, Sign Ordinance, Landscaping Ordinance, and any and all rules and regulations thereunder. The Developer shall have substantially completed the entire Project in accordance with the Project Schedule, subject to Section 10.13 of this Agreement, or by such later time as may be agreed by and between the Village and the Developer, with such substantial completion to be evidenced by 1) copies of all paid invoices for the portions of the Project to be financed by the Village, 2) a certificate of substantial completion signed by the Developer's architect or project manager, and 3) all such inspections and approvals as may be required by the Village. If requested by the Developer, the Village shall provide to Developer a written statement confirming such substantial completion for the purposes of this Agreement.

(b) Prior to any Real Estate Closing, the Village shall disclose to the Developer any and all existing conditions on the Property that are not in compliance with applicable provisions of the Village's Building Code, Zoning Ordinance, Fire Code, Sign Ordinance, Landscaping Ordinance, or any and all other rules and regulations thereunder ("**Existing Violations**"). The

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Village agrees that the Developer shall in no way be responsible for any of the Existing Violations, even after the Property is conveyed to the Developer under this Agreement, provided that the Developer will be responsible for eliminating the Existing Violations at the various structures only at the time of the issuance by the Village of respective certificates of occupancy for those various portions of the Project or any particular building within the Property.

(c) The Developer shall comply with all of the requirements set forth in Sections 10.4 and 10.6 of this Agreement.

(d) The Developer shall require the title holder of record (if at any time different from the Developer) of the Property to give the Village notice regarding any forfeiture on the financing documents by the Developer for the financing of the Project or its subsequent purchase if an assignment is approved hereunder, and any tax and/or "scavenger" sales of the Property, or any portion thereof.

(e) The Developer covenants that it shall furnish or cause the tenants of any retail business to submit to the Village copies of the tenants' monthly and annual sales tax reports as filed with the Illinois Department of Revenue. The terms of this Section shall be incorporated in the leases for such retail business and shall survive the issuance of the Certificate of Completion. To the extent the documents submitted to the Village pursuant to this paragraph are not considered public documents pursuant to Illinois Freedom of Information Act or other laws, they shall be deemed confidential and proprietary. This covenant shall survive the issuance of the Certificate of Completion.

(f) The Developer hereby covenants and agrees to promptly pay or cause to be paid as the same become due, any and all taxes and governmental charges of any kind that may at any time be lawfully finally assessed with respect to the Project and/or the Property.

(g) The Developer and the Village each represent to the other that it has not engaged the services of any finder or broker with respect to the purchase of any land related to the Project and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisitions of any portion of the Property, and each agrees to hold the other harmless from such commissions or fees as are found to be due from the party making such representations.

(h) Following final approval of the Planned Development and the Final Plans by the Village, if the Developer elects not to proceed with the Project, then the Developer shall reimburse the Village for all reasonable staff costs incurred by the Village staff with respect to such review process, upon presentment of reasonably detailed statement of costs.

Section 10.7 Representations and Warranties of the Developer.

(a) The Developer hereby represents and warrants that the Project requires economic assistance from the Village in order to commence and complete the Project and, but for the economic assistance to be given by the Village as heretofore stated, the Project as contemplated would not be economically viable nor would the funds necessary for its completion be made available.

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(b) The Developer hereby represents and warrants that at all times it shall comply with all applicable local zoning ordinances and regulations, all building and fire code regulations and all other applicable Village ordinances, resolutions and/or regulations.

(c) The Developer hereby represents and warrants that it shall comply with all applicable laws, rules and regulations of the State of Illinois, The County of Cook and the United States of America, and any and all agencies or subdivisions thereof.

(d) The Developer represents and warrants that it shall comply in all material respects with all terms, provisions and conditions, and that it shall not default or permit a continuing default under any document or agreement relating to the Project or the financing and development of the Project, including but not limited to this Agreement, and all agreements and documentation executed and delivered in connection with any financing or loans for the Project, a default under which would have a material adverse effect on the sales tax revenue generated thereby to the Village.

(e) The Developer hereby represents and warrants that it shall comply with all applicable Village ordinances concerning unlawful employment practices and consumer protection.

(f) The Developer hereby represents and warrants that it is a Delaware limited liability company in good standing under the laws of the State of Illinois.

(g) The Developer hereby represents and warrants that, as of the date of this Agreement, the cost of Project is anticipated to be at least \$73,525,000.

Section 10.8 Reserved.

Section 10.9 Reserved.

Section 10.10 Reserved.

Section 10.11 Limitation of Liability.

No recourse under or upon any obligation, covenant or condition of Article Ten of this Agreement, or for any claim based thereon or otherwise related thereto, shall be had against the Village, or its officers, officials, agents and/or employees, in any amount in excess of any specific sum agreed by the Village to be paid to the Developer hereunder, subject to the terms and conditions set forth herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, the Village, or its officers, officials, agents and/or employees, in excess of such amounts and any and all such rights or claims of the Developer against the Village, or its officers, officials, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

Section 10.12 Curing Default.

In the event of any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which

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notice shall be in writing and shall specify the particular violation or default. Except as otherwise provided herein with respect to forfeiture by the Developer of payments due hereunder, as set forth in Sections 10.5 and 10.8 hereof, the parties reserve the right to cure any violation of this Agreement or default hereunder within thirty (30) days following written notice of such default. Except as otherwise provided herein with respect to forfeiture by the Developer of payments due hereunder, if such default is so cured within said thirty (30) day period, all terms and conditions of this Agreement shall remain in full force and effect. If the parties cannot cure a default or violation hereof within said thirty (30) day period, then the other party shall grant a reasonable extension of the cure period, said extension not to exceed ninety (90) days, provided that the party in default or violation is diligently pursuing completion and/or cure and tenders proof of such diligence to the non-defaulting party upon request. The non-defaulting party may, at its sole discretion, grant such additional extensions beyond the aforementioned ninety (90) day extension period as may, in the sole discretion of the non-defaulting party, be reasonably necessary to cure said default. Notwithstanding anything herein to the contrary, the aforesaid time periods shall be extended pursuant to Section 10.13, if applicable.

Section 10.13 Uncontrollable Circumstance.

In the event that either party hereto is delayed, hindered or prevented in performing any act required hereunder by reason of an Uncontrollable Circumstance, the party so delayed, hindered or prevented shall, if reasonably practicable hereunder, be excused from performance only for the period of such delay, hindrance and/or prevention and shall immediately tender said performance upon the removal and/or reconciliation of said interference.

ARTICLE 11

RESERVED

ARTICLE 12

ADHERENCE TO VILLAGE CODES AND ORDINANCES

Except as to Code provisions that the Village has granted variations from, all development and construction of the Project shall comply in all respects with the provisions in the Building Code of the Village and all other germane codes and ordinances of the Village in effect from time to time at the time of issuance of each building permit during the course of construction of the Project. Furthermore, Developer agrees that the ongoing maintenance and operation of the Project shall comply with all codes and ordinances of the Village, specifically including but not limited to the Village's business license procedures. Developer has examined and is familiar with all the covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter) and land use regulations, codes, ordinances, federal, state and local ordinances, and the like, currently in effect.

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ARTICLE 13

REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that as of the date hereof and until completion of the Project:

Section 13.1 Organization and Authorization.

Developer is a Delaware limited liability company duly organized and existing under the laws of the State of Delaware and authorized to conduct business in 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, this Agreement. Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Developer which would result in any material and adverse change to Developer's financial condition, or which would materially and adversely affect the level of Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of Developer to proceed with the construction and development of the Project.

Section 13.2 Non-Conflict or Breach.

Neither the execution and delivery of this Agreement by Developer, the consummation of the transactions contemplated hereby by Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Developer conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Developer (with Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which Developer or any of its partners or venturers is now a party or by which Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Developer, any related party or any of its venturers under the terms of any instrument or agreement to which Developer, any related party or any of its partners or venturers is now a party or by which Developer, any related party or any of its venturers is bound.

Section 13.3 Financial Resources.

Developer has sufficient financial and economic resources to implement and complete Developer's obligations contained in this Agreement. Developer has or will obtain a firm commitment from a financial institution providing all monies needed through third party financing or alternatively will provide proof of access to sufficient funds pursuant to the terms of Section 8.4 hereof.

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Section 13.4 Reserved.

ARTICLE 14

REPRESENTATIONS AND WARRANTIES OF THE VILLAGE

The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

Section 14.1 Organization and Authority.

The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois, is a home rule unit of government, and has all requisite corporate power and authority to enter into this Agreement.

Section 14.2 Authorization.

The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement (i) have been duly authorized by all necessary corporate action on the part of the Village, (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

Section 14.3 Litigation.

To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the TIF District in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

Section 14.4 Environmental.

To the actual knowledge of the Village, the Village represents and warrants that it has delivered to Developer copies of all environmental reports relating to the Property that the Village has in its files or the files of any Village consultants (the "**Reports**"). The Village makes no warranties or representations regarding the contents of such Reports, except to the extent that the Village has actual knowledge that the Reports contain material, substantive factual errors. The Village also covenants and represents that it has provided to the Developer any and all notices or other communications from any governmental agencies with jurisdiction with regard to the environmental conditions of the Property. Developer acknowledges that it shall not rely on the Reports or the information contained, except as provided herein, and shall conduct its own due diligence with respect to the Reports and with respect to all matters and information referred to in the Reports or otherwise relating to the Property and the environmental condition thereof. Developer hereby waives and releases the Village from and against any liability or claim related to the Reports and the accuracy or completeness of the information contained therein, except as specifically provided herein. The Village makes no warranties or representations regarding, nor

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does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Property or anywhere within the TIF District of any toxic or hazardous substances of wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”), 42 U.S.C. §§ 961-9657, as amended) (collectively, the “**Hazardous Substances**”). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property or within the TIF District, as well as any activity claimed to have been undertaken on or in the vicinity of the Property that would cause or contribute to causing (1) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Redevelopment Agreement within the ambit of, the Resource Conservation and Recovery Act of 1976 (“**RCRA**”), 42 U.S.C. §691 et. seq., or any similar state law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property within the meaning of, or otherwise bring any Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq. or any similar state law or local ordinance. Further, the Village makes no warranties or representations regarding, nor does the Village indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Property or anywhere within the TIF District of any substances or conditions in or on the Property that may support a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The Village makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property, or whether any above or underground tanks have been located under, in or about the Property and have subsequently been removed or filled. As far as any properties to be conveyed by the Village to the Developer, the Developer agrees to accept any such conveyance on an “as-is” basis and waives and releases any or all claims Developer may have against the Village for any violation of any federal, state or local environmental law or regulation, except only as the Parties may otherwise agree.

Section 14.5 Waiver of Certain Claims.

The Developer waives any claims against the Village, and its members and boards, for indemnification, contribution, reimbursement or other payments arising under federal, state and common law or relating to the environmental condition of the land comprising the Property.

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ARTICLE 15

INSURANCE

Section 15.1 Project Insurance.

The Developer, and any successor in interest to the Developer, shall, after conveyance of the portions of the Property to be conveyed to the Developer under this Agreement, until construction of the Project is complete, obtain or cause to be obtained and continuously maintain insurance on the Project and, from time to time at the request of the Village, furnish proof to the Village that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and continuously maintain, provided that the Developer shall obtain the insurance described in clause (i) below prior to the commencement of construction of the Project (excluding excavation and footings):

(a) Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

(b) As to all work other than the construction of the Public Improvements, comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy naming the Village, its officers, employees, agents and volunteers as additional insureds, with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis, and not less than \$2,000,000 aggregate. As to the construction and installation of Village Improvements, the per occurrence limit shall be \$1,000,000.

(c) Workers compensation insurance, with statutory coverage, only to the extent applicable.

Section 15.2 Insurer Ratings.

All insurance required in this Article shall be obtained and continuously maintained in responsible insurance companies selected by the Developer or its successors and approved by the Village having at a minimum of a Best rating of "A" and a financial size category of Class m or better in Bests Insurance Guide that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Article, each policy must contain a provision that the insurer will not cancel nor materially modify the policy without giving written notice to the insured and the Village at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Article. In lieu of separate

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policies, the Developer or its successor or assign, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

ARTICLE 16

INDEMNIFICATION

The Developer releases from and covenants and agrees that the Village, its governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Article, collectively the “**Indemnified Parties**”) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss, damage, claims, demands, suits, costs, expenses (including reasonable attorney’s fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer and its officers, employees, agents and/or contractors (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project (“**Indemnified Claims**”); provided, however, that Developer’s indemnity under this Article shall be reduced to the extent the Indemnified Claims are caused, if at all, by the willful misconduct or gross negligence on the part of the Indemnified Parties or to the extent the Indemnified Claims are caused, if at all, by the Village’s failure to comply with any material requirement of this Agreement or other applicable law.

ARTICLE 17

EVENTS OF DEFAULT AND REMEDIES

Section 17.1 Developer Events of Default.

The following shall be Events of Default with respect to this Agreement:

- (a) If any material representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- (b) Failure of the Developer to comply with any material covenant or obligation contained in this Agreement, or any other agreement, financing or otherwise, concerning the Project, the Property, or the existence, structure or financial condition of Developer.
- (c) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its Property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.

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(d) The Developer: (i) becomes insolvent; or (ii) is unable, or admits in writing its inability to pay, its debts as they mature; or (iii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) is adjudicated a bankrupt; or (v) files a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) files an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) applies to a court for the appointment of a receiver for any asset; or (viii) has a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of the Developer and such appointment shall not be discharged within sixty (60) days after his appointment or the Developer has not bonded against such receivership or appointment; or (ix) a petition described in (v) is filed against the Developer and remains pending for a period of sixty (60) consecutive days, unless the same has been bonded, and as a result thereof, the Developer ceases to operate; or (x) files any lawsuit, claim and/or legal, equitable or administrative action affecting the Village's ability to collect any such sales tax revenue hereunder.

(e) Failure to have funds to meet Developer's obligations.

(f) Developer abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than sixty (60) consecutive days for any reason other than: (i) Uncontrollable Circumstances, (ii) if Developer is ahead of its planned construction schedule on the Project Schedule, or (iii) work stoppage caused by an action or inaction of the Village that is not in compliance with the terms of this Agreement.

(g) Developer materially fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement.

(h) Subject to the cure provisions of Section 10.12 hereof, failure to timely pay when due all real estate property taxes on the Property.

(i) The filing and unfavorable judicial decision after all available appeals have been exhausted of any lawsuit by a third party pursuant to the provisions of 65 ILCS 5/8-11-21 that would affect the generation of sales taxes anticipated by the Village hereunder (both on an annual basis and also over the expected life of the Project).

Section 17.2 Village Events of Default.

The following shall be Events of Default with respect to this Agreement:

(a) If any representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Village does not remedy the default within sixty (60) days after written notice from Developer.

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(b) Default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village; provided, however, that such default or breach shall constitute an Event of Default only if the Village does not, within sixty (60) days after written notice from Developer, initiate and diligently pursue appropriate measures to remedy the default, or if the Village fails to cure such default within ninety (90) days of written notice of such default.

(c) Failure of the Village to comply with any of its obligations under this Agreement, including without limitation its obligations to make any payment to the Developer, including without limitation, the Village Incentive, as and when due, under this Agreement.

Section 17.3 Remedies for Default.

In the case of an Event of Default hereunder:

(a) The defaulting party shall, upon written notice (in accordance with the provisions of Section 19.3 of this Agreement) from the non-defaulting party, take immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured within thirty (30) days, or if in the case of a non-monetary Event of Default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within a reasonable time, but in no event more than ninety (90) additional days after receipt of such notice, unless extended by mutual agreement, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.

(b) In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village shall continue as though no such proceedings had been taken.

(c) In the case of an Event of Default by Developer, and its failure to cure such default after due notice and within the time frames provided for in this Agreement, in addition to any other remedies at law or in equity, the Village may terminate this Agreement and upon such termination shall be relieved of its obligations under this Agreement, including but not limited to its obligations to accord Developer, "exclusive" developer status as set forth in Article Five, its obligation to pay any further incentive amounts to the Developer and its obligations to convey any land to Developer. If the Developer fails to meet the Project Schedule dates set forth in Section 6.1(XI)-(XII) above, the Property shall revert back to the Village pursuant to a Special Warranty Deed executed by the Developer at no cost to the Village in addition to any and all default remedies available to the Village pursuant to this Agreement in accordance with Sections 10.12 and 17.3

(d) In the case of an Event of Default by the Village and its failure to cure such default after due notice and within the time period provided for in this Agreement, in addition to

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any other remedies at law or in equity, the Developer may terminate this Agreement and upon such termination shall be relieved of its obligations under this Agreement.

(e) In the case of an Event of Default by the Developer occurring prior to the commencement of construction, the Village agrees that it shall have no remedy of specific performance to force the Developer to commence construction.

Section 17.4 Third-Party Litigation; Reimbursement of Village for Legal and Other Fees and Expenses

Subject to the limitations on the Developer's hold harmless and indemnification obligations set forth in Article 16 of this Agreement, in the event that any third party or parties institutes any legal proceedings against the Village, and related to the terms of this Agreement, then, in that event, the Developer shall indemnify and hold harmless the Village from any and all such proceedings. Further, the Developer, upon receiving notice from the Village of such legal proceedings, shall assume, fully and vigorously, the entire defense of such lawsuit or proceedings and any and all costs and expenses of whatever nature relating thereto; provided, however, that the Developer may not at any time settle or compromise such proceedings without advance written notice to the Village. If such settlement or compromise involves any admission of wrongdoing on the part of the Village, or any liability imposed on the Village, monetary or otherwise, then the Developer shall be required to obtain the Village's consent to such settlement or compromise in advance.

In any such litigation, if Illinois Rules of Professional Conduct prohibit the Village and the Developer from being represented by the same counsel or if the positions of the Village and the Developer in such litigation will necessarily be in conflict, then the Village shall have the option of being represented by its own legal counsel. In the event that the Village exercises such option, then the Developer shall reimburse the Village from time to time on written demand from the Village President and notice of the amount due for any and all reasonable out-of-pocket costs and expenses, including but not limited to court costs, reasonable attorneys' fees, witnesses' fees and/or other litigation expenses incurred by the Village in connection therewith.

Section 17.5 No Waiver by Delay or Otherwise.

Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

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Section 17.6 Rights and Remedies Cumulative.

The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.

ARTICLE 18

RESERVED

ARTICLE 19

MISCELLANEOUS PROVISIONS

Section 19.1 TIF Provisions.

A delineation of the TIF qualified costs for the Project are set forth on **Exhibit 5** attached hereto and hereby made a part hereof. Attached hereto and hereby made a part hereof as **Exhibit 10** is the analysis of the Project and projected TIF and sales tax revenue. Attached hereto and hereby made a part hereof as **Exhibit 11** is the Developer's Pro Forma estimate of costs to acquire and construct the Project.

Section 19.2 Cancellation.

In the event Developer or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Redevelopment Plan, including Developer's duty to build the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Redevelopment Plan or the covenants and agreements or rights and privileges of Developer or the Village, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other within sixty (60) days after such final decision or amendment. If the Village terminates this Agreement pursuant to this Section 19.2, to the extent it is then appropriate, the Village, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Developer for buildings permitted and under construction to the extent permitted by said Court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

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Section 19.3 Notices.

Except for notices required under Section 8.10, all notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) electronic communications, whether by telex, telegram or telecopy, (c) overnight courier, (d) registered or certified first class mail, postage prepaid, return receipt requested, or (e) priority mail with delivery confirmation.

If to Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, IL 60302

If to Developer:

Clark Street Real Estate LLC
980 North Michigan Avenue
Suite 1280
Chicago, IL 60611
Attn: Andy Stein

With a copy to:

Peter M. Friedman, Esq.
Holland & Knight LLP
131 South Dearborn Street
Chicago, IL 60603

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

Section 19.4 Time of the Essence.

Time is of the essence of this Agreement.

Section 19.5 Integration.

Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

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Section 19.6 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 19.7 Recordation of Agreement.

The Parties agree to record this Agreement, executed by the then current owners of the Property in the appropriate land or governmental records. Developer shall pay the recording charges.

Section 19.8 Severability.

If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 19.9 Choice of Law, Venue and Waiver of Trial By Jury.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any legal proceeding of any kind arising from this Agreement shall be in the Circuit Court of Cook County, Illinois. The Parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy.

Section 19.10 Entire Contract and Amendments.

This Agreement (together with the Exhibits attached hereto) is the entire contract between the Village and Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and Developer (specifically including but not limited to the Term Sheet approved by the Village on July 22, 2013 and the Amended Initial Agreement), and may not be modified or amended except by a written instrument executed by the Parties hereto, unless otherwise provided in this Agreement.

Section 19.11 Third Parties.

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the Village and Developer or permitted assign, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever, except as specifically provided otherwise herein.

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Section 19.12 Waiver.

Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 19.13 Cooperation and Further Assurances.

The Village and Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 19.14 Successors in Interest.

At any time, the Developer may assign its rights or obligations under this Agreement for the purpose of obtaining financing for the Project or any portion thereof, or to any entity in which the Developer owns a controlling interest. Developer may not otherwise assign its rights or obligations under this Agreement to any other person or entity without prior written consent of the Village pursuant to Section 19.20 of this Agreement.

Section 19.15 No Joint Venture, Agency or Partnership Created.

Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such Parties.

Section 19.16 No Personal Liability of Officials of Village or Developer.

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

Section 19.17 Repealer.

To the extent that any ordinance, resolution, rule, order or provision of the Village's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

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Section 19.18 Term.

The provisions of this Agreement shall run with and bind the Property and shall inure to the benefit of, be enforceable by, and obligate the Village, Developer, and any of their respective, grantees, successors, assigns, and transferees, including all successor legal or beneficial owners of all or any portion of the Property commencing with the Effective Date and expiring upon the date on which (i) the Garage has been completed and the Public Parking Easement has been executed and recorded by the Developer, and (ii) the Public Improvements have been completed and transferred to and accepted by the Village pursuant to the terms of this Agreement (“**Term**”). The expiration of the Term of this Agreement will not affect the Parties’ respective obligations under the Final Plans or the Sales Tax Rebate Agreement.

Section 19.19 Estoppel Certificates.

Each of the Parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, a certificate (“**Estoppel Certificate**”) certifying that this Agreement is in full force and effect (unless such is not the case, in which such Parties shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney in-fact for execution of same on its behalf as to that specific request only.

Section 19.20 Nature, Survival and Transfer of Obligations.

A. **Successors and Transferees.** During the Term of this Agreement and to assure that all grantees, successors, assigns, and transferees of Developer and all successor owners of all or any portion of the Property (except for the conveyance by the Developer to the Village of the Public Property) have notice of this Agreement and the obligations created by it, Developer shall:

- (i) Deposit with the Village Clerk, concurrent with the Village’s approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement in the office of the Cook County Recorder of Deeds;
- (ii) Notify the Village in writing at least 30 days prior to any date on which Developer transfers a legal or beneficial interest in any portion of the Property to a third party (except for the conveyance by the Developer to the Village of the Public Property); and
- (iii) Require, prior to the transfer of all or any portion of the Property (except for the conveyance by the Developer to the Village of the Public Property), or any legal or equitable interest therein, to any third party, the transferee of said portion or interest in the Property to execute an enforceable written agreement agreeing to be bound by the provisions of this Agreement (“**Transferee Assumption**”).

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Agreement”) and to provide the Village, upon request, with such reasonable assurance of the financial ability of the transferee to meet those obligations as the Village may require. The Village agrees that upon a successor becoming bound to the obligation created in the manner provided in this Agreement and providing the financial assurances required pursuant to this Agreement, the liability of Developer shall be released to the extent of the transferee’s assumption of the liability. The failure of Developer to provide the Village with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the Village, with the transferee’s proposed assurances of financial capability before completing any transfer, shall result in Developer remaining fully liable for all of its obligations under this Agreement but shall not relieve the transferee of its liability for all such obligations as a successor to Developer.

B. Transfer Defined. For purposes of this Agreement, the term “transfer” shall be deemed to include any assignment, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Property (except for the conveyance by the Developer to the Village of the Public Property), or any beneficial interest in the Property, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise; provided, however, that notwithstanding anything to the contrary set forth in this Agreement, the term “transfer” shall not be deemed to include any assignment, sale, transfer, or any other disposition of the Property or the rights and obligations under this Agreement as or by Developer to (i) an entity owned or otherwise controlled by Clark Street Real Estate LLC, (ii) an entity owned or otherwise controlled by Lennar Multifamily Communities, LLC, including, without limitation, a transfer to LMC Oak Park Holdings, LLC (“**Lennar**”) on or before the date of the Real Estate Closing as set forth in Section 6.1 of this Agreement.

C. Mortgagees of Property. This Agreement shall be binding on all mortgagees of the Property or other secured parties automatically upon such mortgagee assuming title to the Property, in whole or in part, by a foreclosure or a deed in lieu of foreclosure without the necessity of entering into a Transferee Assumption Agreement. Until such time, however, a mortgagee or other secured party shall have no personal liability hereunder.

D. Term of this Agreement. Developer, its successors and assigns shall have no obligation in accordance with this Section subsequent to the expiration of the Term of this Agreement as set forth in Section 19.18 of this Agreement.

Section 19.21 Collateral Assignment.

It is understood and acknowledged that Developer intends to obtain construction financing (the “**Construction Loan**”) for the Project and that the construction lender (“**Lender**”) typically requires a collateral assignment of any relevant development agreement. If such financing is obtained and if the Lender requires such a collateral assignment, the Village hereby

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consents to the assignment of this Agreement to the Lender as collateral security for the Construction Loan.

In the event that any Lender is to succeed to Developer's interest in the Property, or any portion thereof, pursuant to the collateral assignment and in conjunction with such succession accepts an assignment of Developer's interest in this Agreement, the Village shall recognize such party as the successor in interest to Developer with respect to the Property or the portion acquired by such Lender. However, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if the Lender accepts an assignment of Developer's interest under this Agreement, it automatically accepts not only the Developer's rights hereunder but also all of Developer's obligations hereunder. However, if such Lender does not expressly accept an assignment of Developer's interest hereunder, such Lender shall be entitled to no rights and benefits under this Agreement. The foregoing (Lender's lack of expressly accepting an assignment) shall apply whether the succession is by foreclosure or deed in lieu of foreclosure or any other remedy. Under all such circumstances, the Property may only be developed in accordance with this Agreement.

With respect to a mortgage to which the Village has not consented in writing, if that mortgagee or any other party shall succeed to Developer's interest in the Property or any portion of it and in conjunction with such succession accepts an assignment of Developer's interest in the Property, the Village shall not be obligated to recognize such party as the successor in interest to Developer under this Agreement. Unless and until the Village accepts, in writing, such Party as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement and the foregoing shall apply whether the succession is by foreclosure or deed in lieu of foreclosure or any other remedy. The exercise of any such remedy and the transfer of title to the Property or any portion of it to a mortgagee or any other party in connection with such exercise shall not be subject to the consent of the Village.

Neither Developer's making of a collateral assignment of its interest under this Agreement or the Sales Tax Rebate Sharing Agreement to a Lender, nor the exercise by a Lender of any of its remedies, shall constitute an acceptance by such Lender or any other party of such assignment. Such Lender or other party shall not be deemed to have accepted such assignment until such time as such Lender or other party has executed and delivered to the Village a written acceptance of such assignment. In the absence of such acceptance, such Lender or other party shall have no rights or benefits under this Agreement.

For so long as the Property is the subject of a TIF District, neither the Property nor any improvements on it may be collaterally assigned or otherwise encumbered for any purpose other than to finance the ownership and development of the Project pursuant to this Agreement.

If a default by Developer under this Agreement occurs and Developer does not cure it within the cure period that applies to Developer under this Agreement, then the Village shall promptly give the Lender, a notice of expiration of such cure period (the "**Cure Period Expiration Notice**"). The Lender shall have the right, but not the duty, to perform any obligation of Developer under this Agreement and to cure any default. Such Lender shall have thirty days after receipt of the Cure Period Expiration Notice to cure such default. However, with respect to any default by Developer, the cure of which requires the Lender to possess and control the

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Property, if such Lender undertakes, by written notice to the Village within thirty days after receipt of the Cure Period Expiration Notice, to exercise reasonable efforts to cure such default, such Lender's cure period shall continue for such additional time as may reasonably be required to obtain possession and control of the Property and thereafter cure the default within one hundred and twenty days. Such Lender may abandon exercise of its cure rights without liability to the Village or any other party provided it gives the Village express written notice that it is so abandoning exercise of its cure rights. The Village shall accept cure by such Lender in fulfillment of Developer's obligations, for the account of Developer and with the same force and effect as if performed by Developer.

It is understood and acknowledged that, irrespective of any Lender remedies, the Property may not be developed, redeveloped, completed or maintained except in accordance with this Agreement. This restriction shall attach to and run with the land whether or not a Lender or any other entity holding an interest in the Property accepts the assignment of this Agreement. Notwithstanding anything in this Agreement or any other document to the contrary and irrespective of the underlying zoning of the Property, it is the intent of the Parties that any successor in interest to Developer shall have only the development rights accorded by this Agreement and any approvals or permits issued pursuant to it. Further, each and every covenant, dependent or independent, and each and every obligation of this Agreement shall encumber such development.

Moreover, if any such Lender, mortgagee or other party thereafter seeks to sell, transfer, assign, or otherwise dispose of the Property and/or the Project, any such sale, transfer, assignment or disposition shall be governed by the provisions of Section 19.20 above.

ARTICLE 20

EFFECTIVENESS

The Effective Date for this Agreement shall be 1st day of June, 2014.

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IN WITNESS WHEREOF, the Parties hereto have caused this Amended and Restated Agreement to be executed on or as of the day and year first above written.

Village of Oak Park,
Cook County, Illinois
an Illinois municipal corporation

ATTEST:

By: [Signature]
Village Clerk

By: [Signature]
Village Manager

[VILLAGE SEAL]

ATTEST:

By: [Signature]
Its: Manager/Member

DEVELOPER:

Clark Street Real Estate LLC, a Delaware limited liability company, formerly known as Clark Street Development LLC

By: [Signature]
Its: Member

**REVIEWED AND APPROVED
AS TO FORM**

JAN 19 2016
[Signature]
LAW DEPARTMENT

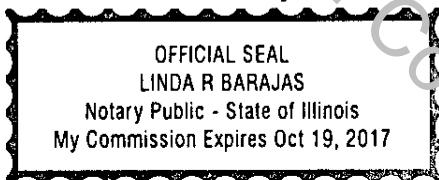
UNOFFICIAL COPY

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that Cara Pavlicek, personally known to me to be the Village Manager of the Village of Oak Park, Cook County, Illinois, and Teresa Powell, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village Manager and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto pursuant to authority given by the President and Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 10 day of January, 2016.



Linda R. Barajas

 Notary Public

PROPERTY OF COOK COUNTY CLERK'S OFFICE

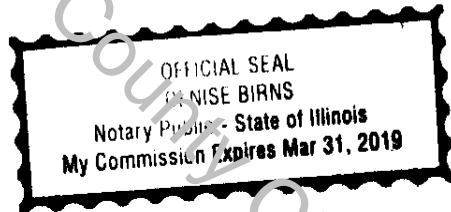
UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that Andy Stein, personally known to me to be the Manager/Member of Clark Street Real Estate LLC, and JIM M. KURTZWEIL personally known to me to be a Member of said Delaware limited liability company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager/Member and Member, they signed and delivered the said instrument, pursuant to authority given by the Members of said Delaware limited liability company, as their free and voluntary act, and as the free and voluntary act and deed of said Delaware limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20 day of January, 2016.

Denise Birns
Notary Public



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INDEX OF EXHIBITS

- Exhibit 1 - General Depiction of Property
- Exhibit 2 - Concept Plan
- Exhibit 3 - Preliminary Parking Plan
- Exhibit 4 - Real Estate Parcels (Developer/Village)
- Exhibit 5 - Public Improvements and Garage
- Exhibit 6 - Legal Descriptions of Properties to be conveyed by the Village
- Exhibit 7 - Easement Agreements for Public Way
- Exhibit 8 - Reserved
- Exhibit 9 - Form of Sales Tax Rebate Sharing Agreement
- Exhibit 10 - Project Analysis
- Exhibit 11 - Developer's Pro Forma Estimate of Costs
- Exhibit 12 - Public Parking Easement

Property of Cook County Clerk's Office

UNOFFICIAL COPY

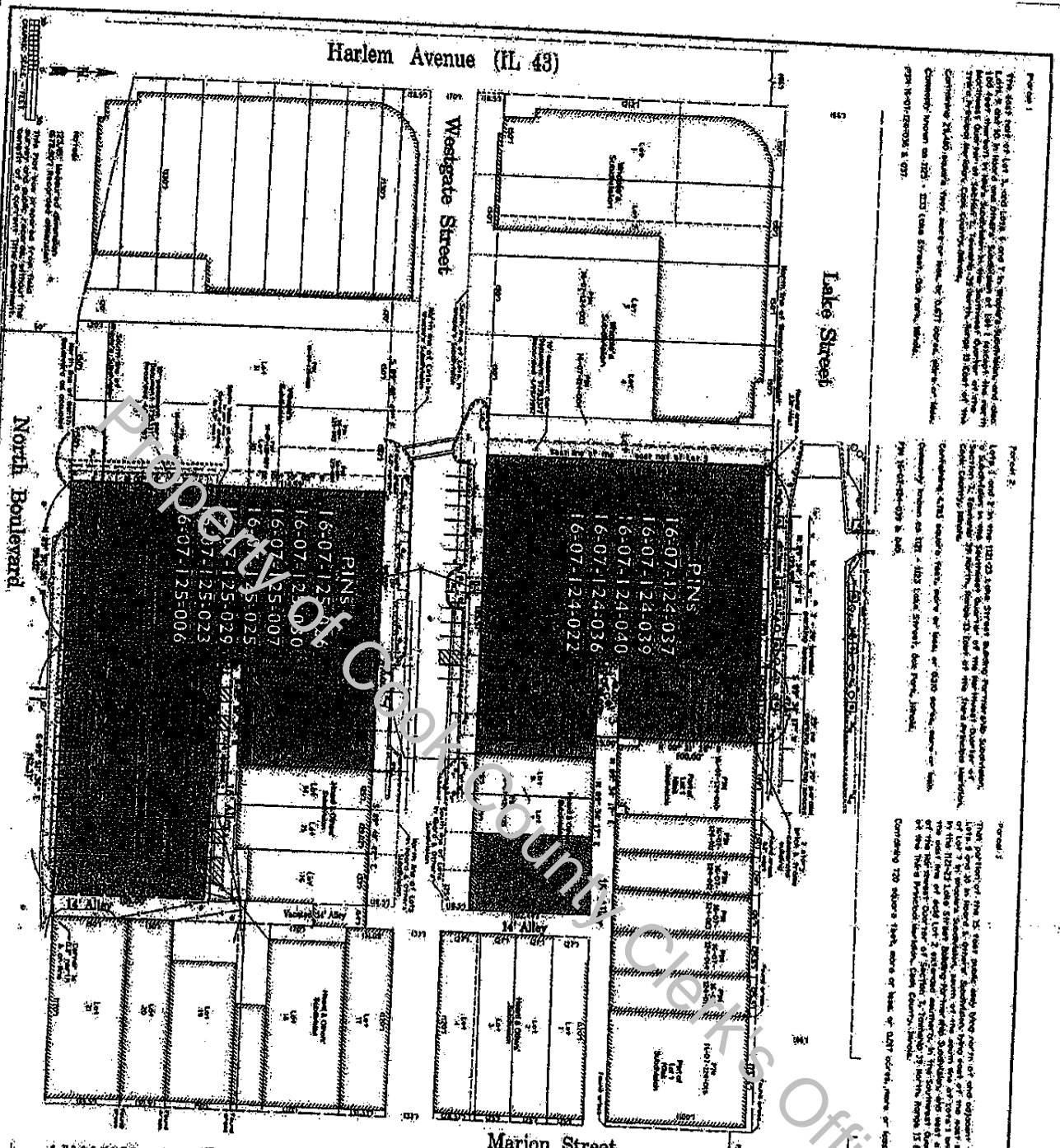
EXHIBIT 1

GENERAL DEPICTION OF PROPERTY

Property of Cook County Clerk's Office



UNOFFICIAL COPY



Parcel 1
 This plat is for Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

Parcel 2
 This plat is for Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

Parcel 3
 This plat is for Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

Parcel 4
 This plat is for Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

Parcel 5
 This plat is for Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

GRAEF ANHALT SCHLOMBERG and Associates Inc.
 100 S. Dearborn Ave.
 Chicago, Illinois 60605
 Tel: 312.467.1234
 Fax: 312.467.1235

ATTORNEYS AT LAW
 NORTH - WESTGATE - LAKE DRIVE DEVELOPMENT

RECORDING INFORMATION

PLAT NO. 16-07-124-037

BOOK NO. 16-07-124-037

PAGE NO. 16-07-124-037

DATE 10/15/2013

BY [Signature]

Exhibit 1

UNOFFICIAL COPY

EXHIBIT 2

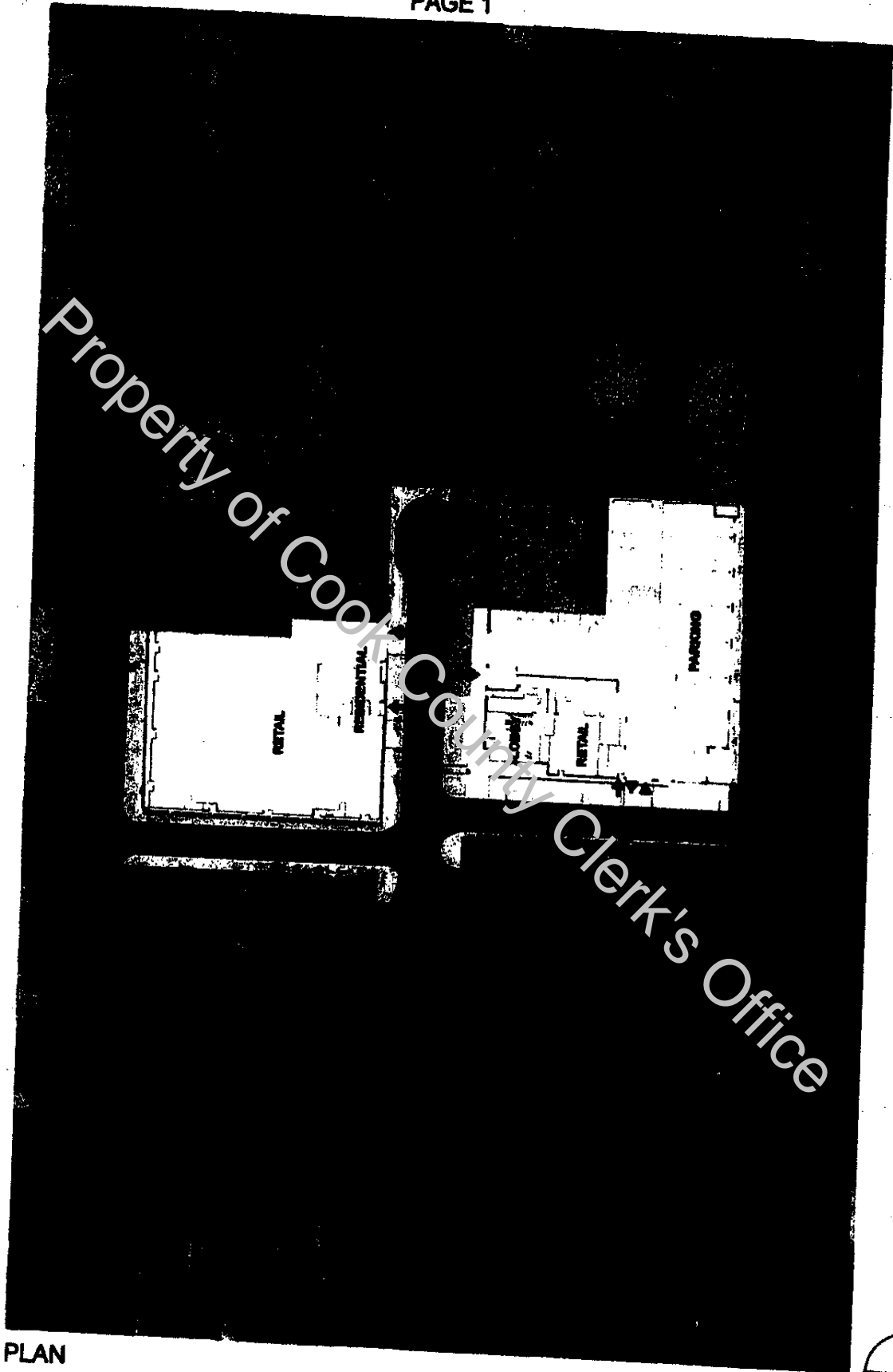
CONCEPT PLAN

Property of Cook County Clerk's Office



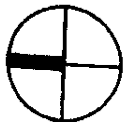
UNOFFICIAL COPY

EXHIBIT 2 (Revised)
CONCEPT PLAN
PAGE 1



Property of Cook County Clerk's Office

SITE PLAN



UNOFFICIAL COPY

EXHIBIT 2
CONCEPT PLAN
PAGE 2

Property of Cook County Clerk's Office



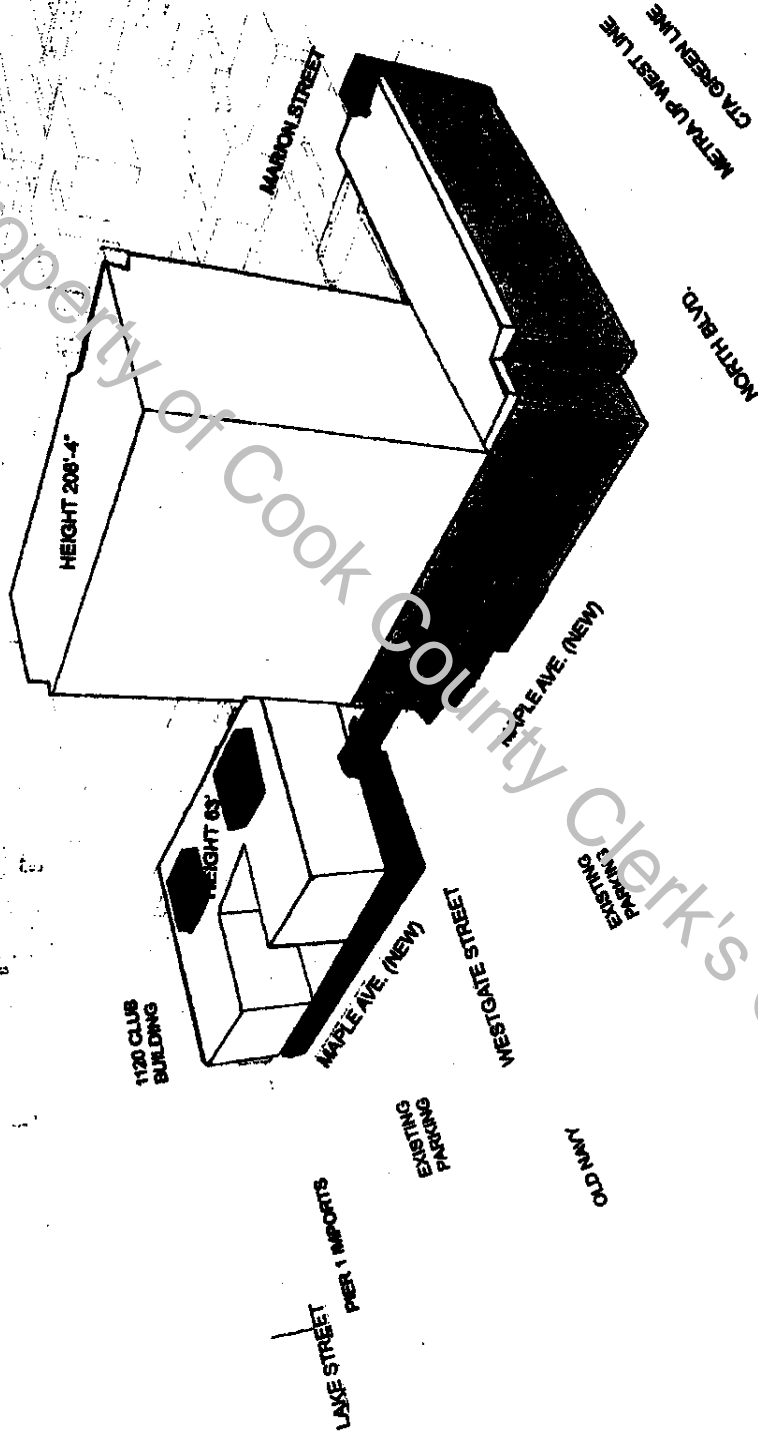
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RESIDENTIAL

PARKING

RETAIL

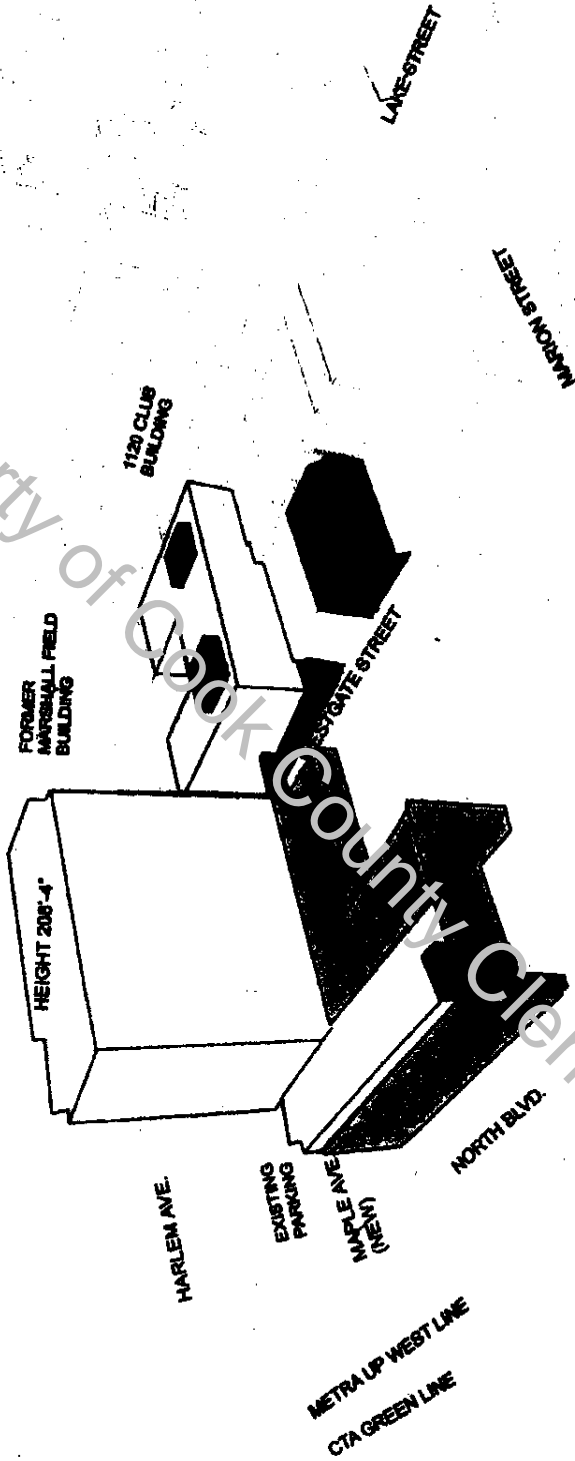
CIRCULATION



UNOFFICIAL COPY

EXHIBIT 2
CONCEPT PLAN
PAGE 3

Property of Cook County Clerk's Office



PROGRAM USE KEY

- RESIDENTIAL
- PARKING
- RETAIL
- CIRCULATION

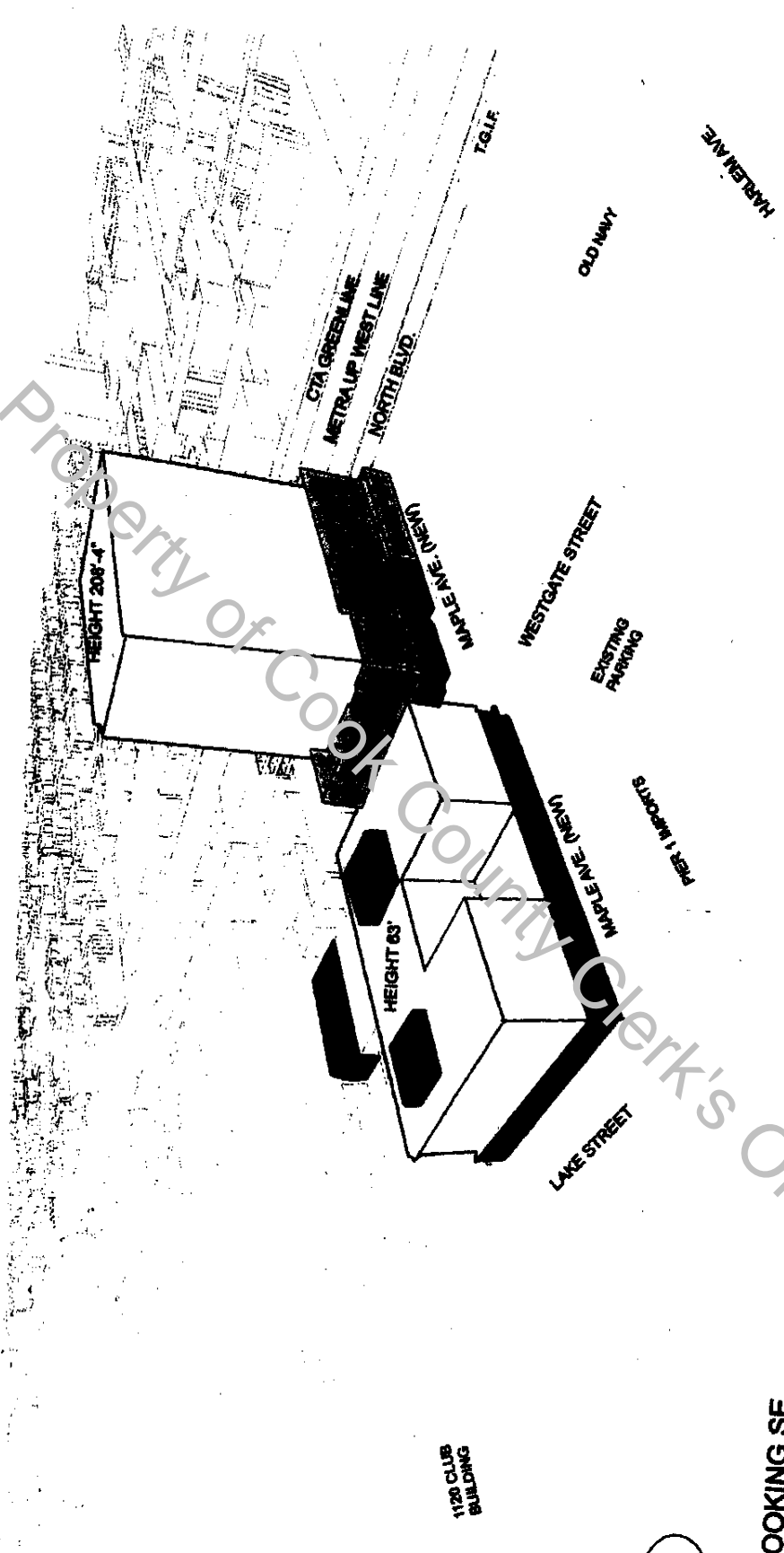


VIEW LOOKING NW

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EXHIBIT 2
CONCEPT PLAN
PAGE 4

Property of Cook County Clerk's Office



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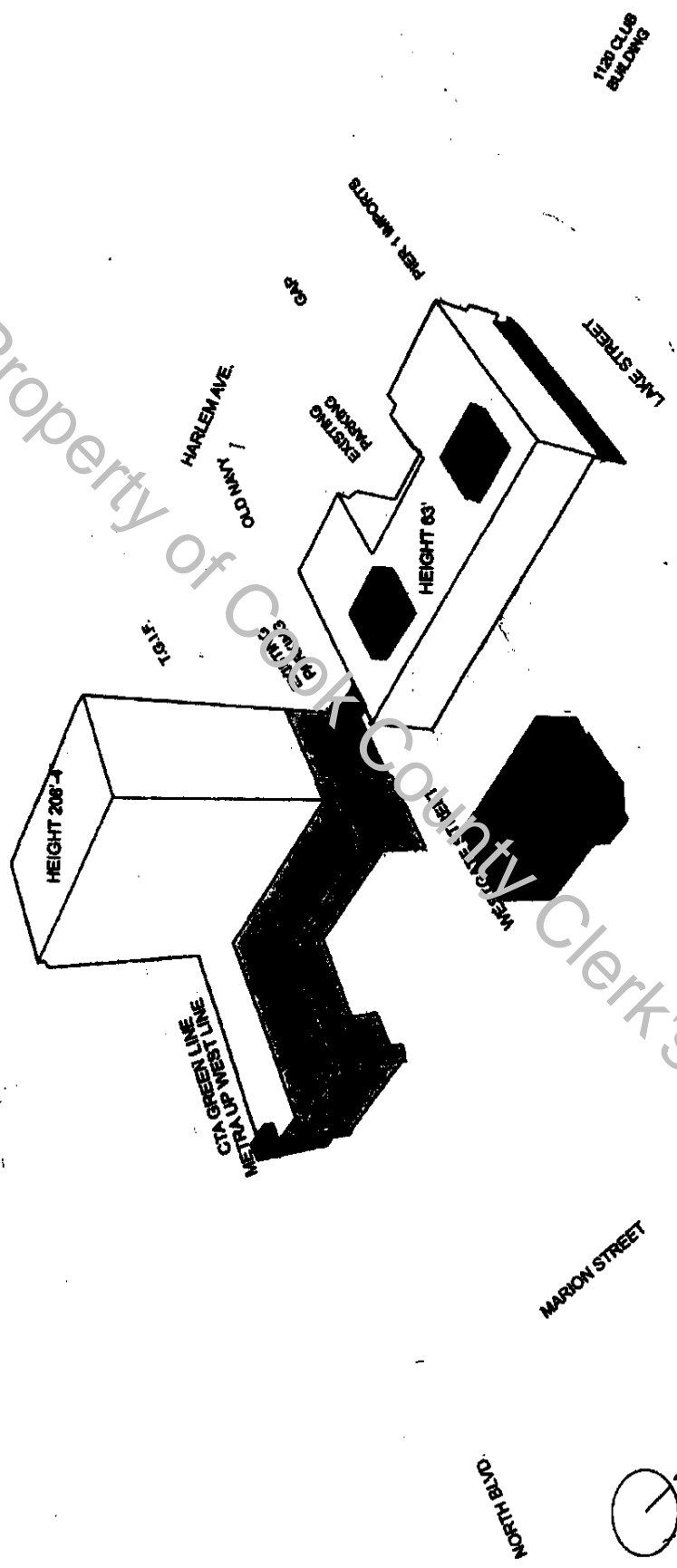
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- PARKING
- RETAIL
- CIRCULATION

VIEW LOOKING SE

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EXHIBIT 2
CONCEPT PLAN
PAGE 5

Property of Cook County Clerk's Office



PROGRAM USE KEY

- RESIDENTIAL
- PARKING
- RETAIL
- CIRCULATION

VIEW LOOKING SW



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EXHIBIT 3

PRELIMINARY PARKING PLAN

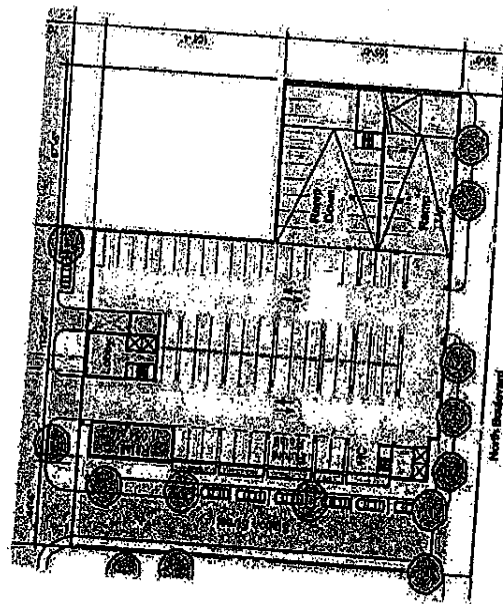
Property of Cook County Clerk's Office



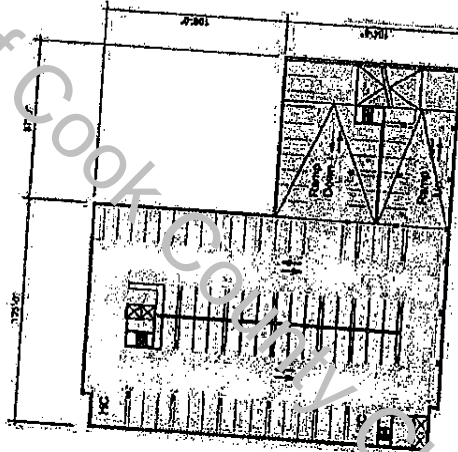
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EXHIBIT 3
PRELIMINARY PARKING PLAN
PAGE 1.

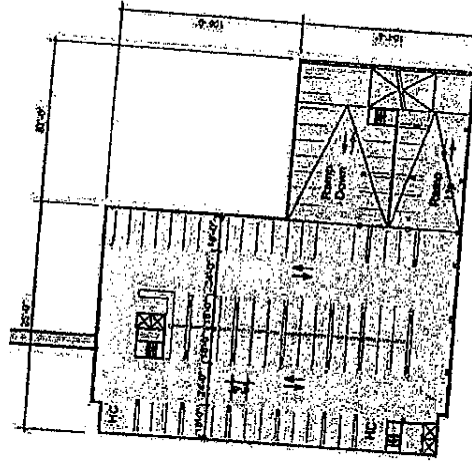
Property of Cook County Clerk's Office



Ground Floor Plan - South Building



2nd Floor Plan - South Building



3rd Floor Plan - South Building

CONFIDENTIAL

FitzGerald
CLARK STANTON
CONSULTANTS

JUPITER
ELECTROCOMM, LLC



Parking Floor Plans

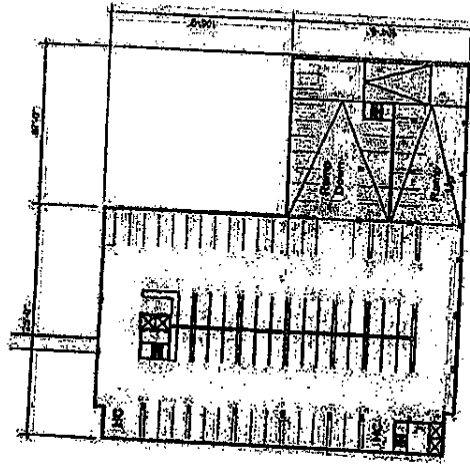
Oak Park Station
12087
142814

Oak Park

UNOFFICIAL COPY

EXHIBIT 3
PRELIMINARY PARKING PLAN
PAGE 2

Property of Cook County Clerk's Office



4th + 5th Floor Plan - South Building

CONFIDENTIAL

FitzGerald
Architects

JOSPITER
ARCHITECTS

Parking Floor Plans



Oak Park
12387
1428th

UNOFFICIAL COPY

EXHIBIT 4

REAL ESTATE PARCELS (DEVELOPER/VILLAGE)

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EXHIBIT A
REAL ESTATE PARCELS (DEVELOPER/VILLAGE)

PAGE 1



LAKE STREET

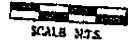
OVERALL PROJECT AREA

WESTGATE

NORTH BLVD.

Property of Cook County Clerk's Office

OAK PARK STATION
OAK PARK, IL



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EXHIBIT 4
REAL ESTATE PARCELS (DEVELOPER/VILLAGE)
PAGE 2

PIN STUDY OVERALL PROJECT 4/18/2014

PIN	LOCATION		LAND SF
16-07-124-037	Colt Building Parcel	North	
16-07-124-039	East of Colt Building	North	
16-07-124-040	East of Colt Building	North	
16-07-124-036	East of Colt Building	North	
16-07-125-026	Colt Building South	South	
16-07-125-030	Colt Building South	South	
16-07-125-006	Colt Building South	South	
16-07-125-007	Dr. Lou Parcel	South	
16-07-125-025	Colt Building South	South	
16-07-125-029	Colt Building South	South	
16-07-125-023	Colt Building South	South	
16-07-124-022	1118 Westgate	South	
Total			* 85,040

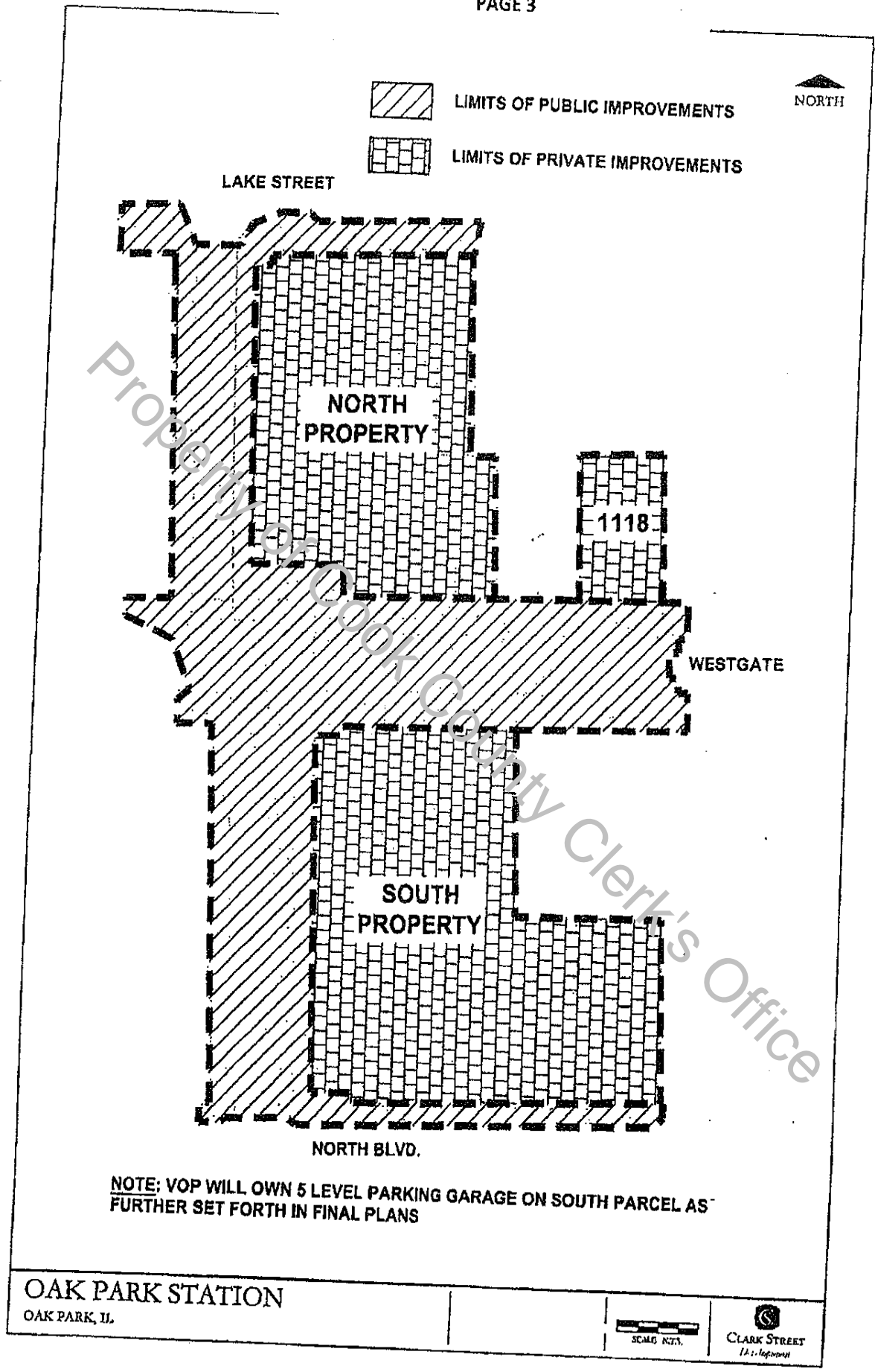
*Information from Cook County Assessor's Website
and survey from Graef Anhalt Schloemer dated 1/22/2008
Total SF includes alleys, 1,668 SF.

Project of Cook County Clerk's Office

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EXHIBIT 4
REAL ESTATE PARCELS (DEVELOPER/VILLAGE)

PAGE 3



NOTE: VOP WILL OWN 5 LEVEL PARKING GARAGE ON SOUTH PARCEL AS FURTHER SET FORTH IN FINAL PLANS

OAK PARK STATION
OAK PARK, IL.

SCALE N.T.S.

CLARK STREET
Development

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EXHIBIT 5

PUBLIC IMPROVEMENTS AND GARAGE

Property of Cook County Clerk's Office



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**EXHIBIT 5
PUBLIC IMPROVEMENTS
PAGE 1**

Clark Park Station - Streetscape Estimate
November 1, 2013

Pay Item #	Pay Item	Developer Quantity	Village Quantity	Heitman Quantity	Total New Quantity	Original Quantity	Unit	Unit Price	Developer's Cost	Village Cost	Total Cost
1	Street	0	5,645	0	5,645	4,514	SF	\$ 34.50	\$ -	\$ 194,752.50	\$ 194,752.50
2	Grosswalks (Unit - Each)	0	0	0	0	2	EA	\$ 50,000.00	\$ -	\$ 100,000.00	\$ 100,000.00
2a	Grosswalks (Unit - SF)	0	0	0	0	0	SF	\$ 75.00	\$ -	\$ -	\$ -
3	Granite Curb & Gutter	0	0	0	0	40	FT	\$ 396.00	\$ -	\$ -	\$ -
3a	Concrete Curb and Gutter	213	0	211	424	0	FT	\$ 25.00	\$ 5,325.00	\$ -	\$ 5,325.00
4	Bluestone Sidewalk	0	0	0	0	1,551	SF	\$ 32.50	\$ -	\$ -	\$ -
4a	Concrete Sidewalk	1,461	0	1,819	3,280	0	SF	\$ 15.00	\$ 21,915.00	\$ -	\$ 21,915.00
5	Street & Pedestrian Lighting	0	0	0	0	4	EA	\$ 24,000.00	\$ -	\$ -	\$ -
5a	Street Light Poles	2	0	2	2	0	EA	\$ 18,000.00	\$ 36,000.00	\$ -	\$ 36,000.00
5b	Pedestrian Light Poles	3	0	3	3	0	EA	\$ 18,000.00	\$ 54,000.00	\$ -	\$ 54,000.00
6	Trees and Grates	5	0	5	10	10	EA	\$ 2,500.00	\$ 12,500.00	\$ -	\$ 12,500.00
7	Sign Cells (Tree Grate Areas)	5	0	5	10	5	EA	\$ 10,000.00	\$ 50,000.00	\$ -	\$ 50,000.00
8	Raised Planters	0	0	0	0	0	EA	\$ 20,000.00	\$ -	\$ -	\$ -
9	Landscape/Irrigation Allowance	1.0	0.0	1.0	2.0	1.0	LS	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00
10a	Trash Bins	2	0	2	4	0	EA	\$ 2,000.00	\$ 4,000.00	\$ -	\$ 4,000.00
10b	Benches	2	0	2	4	0	EA	\$ 3,000.00	\$ 6,000.00	\$ -	\$ 6,000.00
10c	Bike Racks	2	0	0	2	0	EA	\$ 2,000.00	\$ 4,000.00	\$ -	\$ 4,000.00
10	Furniture/bike racks/signage	0.0	0.0	0.0	0.0	1.0	LS	\$ 75,000.00	\$ -	\$ -	\$ -
	Subtotal								\$ 208,740.00	\$ 294,752.50	\$ 503,492.50
11	Engineering					8%			\$ 16,689.20	\$ 23,580.20	\$ 40,279.40
12	Contingency					6%			\$ 12,524.40	\$ 17,885.15	\$ 30,209.55
13	Management fee					5%			\$ 10,437.00	\$ 14,737.63	\$ 25,174.63
	Section A Total Cost								\$ 248,400.60	\$ 350,755.48	\$ 599,156.08

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EXHIBIT 5
PUBLIC IMPROVEMENTS
PAGE 2

Oak Park Station - Streetscape Estimate
November 1, 2013

Pay Item #	Pay Item	Developer Quantity	Village Quantity	Heitman Quantity	Total New Quantity	Original Quantity	Unit	Unit Price	Developer's Cost	Village Cost	Total Cost
1	Street	0	7,984	0	7,984	6,874	SF	\$ 34.50	\$ -	\$ 275,448.00	\$ 275,448.00
2	Crosswalks (Unit - Each)	0	2	0	2	2	EA	\$ 50,000.00	\$ -	\$ 100,000.00	\$ 100,000.00
2a	Grosswalks (Unit - SF)	0	0	0	0	0	SF	\$ 75.00	\$ -	\$ -	\$ -
3	Granite Curb & Gutter	0	0	0	0	0	EA	\$ 396.00	\$ -	\$ -	\$ -
3a	Concrete Curb and Gutter	238	0	230	468	0	EA	\$ 25.00	\$ 5,950.00	\$ -	\$ 5,950.00
4	Bluestone Sidewalk	1,132	0	480	1,612	2,731	SF	\$ 32.50	\$ 36,790.00	\$ -	\$ 36,790.00
4a	Concrete Sidewalk	1,384	0	1,687	3,071	0	SF	\$ 15.00	\$ 20,760.00	\$ -	\$ 20,760.00
5	Street & Pedestrian Lighting	0	0	0	0	0	EA	\$ 24,000.00	\$ -	\$ -	\$ -
5a	Street Light Poles	2	0	2	4	0	EA	\$ 18,000.00	\$ 36,000.00	\$ -	\$ 36,000.00
5b	Pedestrian Light Poles	3	0	3	6	0	EA	\$ 18,000.00	\$ 54,000.00	\$ -	\$ 54,000.00
6	Trees and Grates	2	0	5	7	0	EA	\$ 2,500.00	\$ 5,000.00	\$ -	\$ 5,000.00
7	Sliva Cells (Tree Grate Areas)	2	0	5	7	0	EA	\$ 10,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
8	Raised Planters	3	0	3	6	0	EA	\$ 15,000.00	\$ 45,000.00	\$ -	\$ 45,000.00
9	Landscaping/Irrigation Allowance	1.0	0.0	1.0	2.0	1.0	LS	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
10a	Trash Bins	2	0	2	4	0	EA	\$ 2,000.00	\$ 4,000.00	\$ -	\$ 4,000.00
10b	Benches	3	0	0	3	0	EA	\$ 3,000.00	\$ 9,000.00	\$ -	\$ 9,000.00
10c	Bike Racks	2	0	0	2	0	EA	\$ 2,000.00	\$ 4,000.00	\$ -	\$ 4,000.00
10	Furniture/bike racks/signage	0.0	0.0	0.0	0.0	1.0	LS	\$ 25,000.00	\$ -	\$ -	\$ -
	Subtotal								\$ 270,500.00	\$ 375,448.00	\$ 645,948.00
11	Engineering								\$ 21,640.00	\$ 30,035.84	\$ 51,675.84
12	Contingency							8.0%	\$ 16,230.00	\$ 22,526.88	\$ 38,756.88
13	Management fee							6.0%	\$ 13,525.00	\$ 18,772.40	\$ 32,297.40
	Section A Total Cost							5.0%	\$ 321,895.00	\$ 446,783.12	\$ 768,678.12

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**EXHIBIT 5
PUBLIC IMPROVEMENTS
PAGE 3**

Oak Park Station - Streetscape Estimate
November 1, 2013

Pay Item #	Pay Item	Developer Quantity	Village Quantity	Maintenance Quantity	Total New Quantity	Original Quantity	Unit	Unit Price	Developer's Cost	Village Cost	Total Cost
Weston Street (Station Site to south)											
1	Street	0	4,735	0	4,735	7,325	SF	\$ 34.50	\$ -	\$ 163,357.50	\$ 163,357.50
2	Crosswalks (north side) (Unit - Each)	0	1	0	1	1	EA	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 50,000.00
2a	Crosswalks (south side) (Unit - Each)	0	1	0	1	1	EA	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 50,000.00
3	Granite Curb & Gutter (north side)	0	0	0	0	0	SF	\$ 7,500.00	\$ -	\$ -	\$ -
3a	Granite Curb & Gutter (south side)	0	0	0	0	213	FT	\$ 196.00	\$ -	\$ -	\$ -
4	Bluestone Sidewalk (north side)	158	0	0	158	0	FT	\$ 25.00	\$ 3,950.00	\$ -	\$ 3,950.00
4a	Concrete Sidewalk (north side)	150	0	0	150	0	FT	\$ 25.00	\$ 3,750.00	\$ -	\$ 3,750.00
5	Bluestone Sidewalk (south side)	551	0	0	551	2,456	SF	\$ 32.50	\$ 17,907.50	\$ -	\$ 17,907.50
5a	Concrete Sidewalk (south side)	2,475	0	0	2,475	2,433	SF	\$ 32.50	\$ 37,125.00	\$ -	\$ 37,125.00
6	Street & Pedestrian Lighting (north side)	1,611	0	0	1,611	0	SF	\$ 15.00	\$ 24,165.00	\$ -	\$ 24,165.00
7	Street & Pedestrian Lighting (south side)	0	0	0	0	2	EA	\$ 24,000.00	\$ -	\$ -	\$ -
8	Street Light Poles (north side)	0	0	0	0	2	EA	\$ 24,000.00	\$ -	\$ -	\$ -
9	Street Light Poles (south side)	0	0	0	0	0	EA	\$ 18,000.00	\$ -	\$ -	\$ -
10a	Trees and Grates (north side)	2	0	0	2	0	EA	\$ 18,000.00	\$ 36,000.00	\$ -	\$ 36,000.00
10b	Trees and Grates (south side)	2	0	0	2	0	EA	\$ 18,000.00	\$ 36,000.00	\$ -	\$ 36,000.00
11	Planted Trees (north side)	2	0	0	2	0	EA	\$ 2,500.00	\$ 5,000.00	\$ -	\$ 5,000.00
12	Planted Trees (south side)	2	0	0	2	0	EA	\$ 2,500.00	\$ 5,000.00	\$ -	\$ 5,000.00
13	Planted Trees (north side)	2	0	0	2	0	EA	\$ 10,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
14	Planted Trees (south side)	2	0	0	2	0	EA	\$ 10,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
15	Raised Planters (north side)	1	0	0	1	1	EA	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
16	Raised Planters (south side)	1	0	0	1	1	EA	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
17	Landscaping/irrigation Allowance (north side)	0.5	0.0	0.0	0.5	0.5	LS	\$ 15,000.00	\$ 7,500.00	\$ -	\$ 7,500.00
18	Landscaping/irrigation Allowance (south side)	0.5	0.0	0.0	0.5	0.5	LS	\$ 15,000.00	\$ 7,500.00	\$ -	\$ 7,500.00
19a	Trash Bins (north side)	1	0	0	1	0	EA	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
19b	Trash Bins (south side)	1	0	0	1	0	EA	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
20a	Benches (north side)	1	0	0	1	0	EA	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00
20b	Benches (south side)	1	0	0	1	0	EA	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00
21	Bike Racks (north side)	2	0	0	2	0	EA	\$ 2,000.00	\$ 4,000.00	\$ -	\$ 4,000.00
22	Bike Racks (south side)	2	0	0	2	0	EA	\$ 2,000.00	\$ 4,000.00	\$ -	\$ 4,000.00
23	Furniture/bike racks/signage (north side)	0	0	0	0	1	LS	\$ 75,000.00	\$ -	\$ -	\$ -
24	Furniture/bike racks/signage (south side)	0.0	0.0	0.0	0.0	0.5	LS	\$ 75,000.00	\$ -	\$ -	\$ -
Subtotal											
									\$ 304,387.50	\$ 263,357.50	\$ 567,745.00
11	Engineering					8%			\$ 24,351.00	\$ 21,068.60	\$ 45,419.60
12	Contingency					5%			\$ 18,263.25	\$ 15,801.45	\$ 34,064.70
13	Management fee					5%			\$ 15,219.38	\$ 13,167.88	\$ 28,387.25
Section 'C' Total Cost									\$ 362,221.13	\$ 313,395.43	\$ 675,616.55

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**EXHIBIT 5
PUBLIC IMPROVEMENTS
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Oak Park Station - Streetscape Estimate
November 1, 2013

Pay Item #	Pay Item	Developer Quantity	Village Quantity	Heifman Quantity	Total New Quantity	Original Quantity	Unit	Unit Price	Developer's Cost	Village Cost	Total Cost
1	Street	0	3,941	0	3,941	6,874	SF	34.50	-	\$ 135,964.50	\$ 135,964.50
2	Crosswalks (Unit - Each)	0	0	0	0	0	EA	50,000.00	-	-	-
2a	Crosswalks (Unit - SF)	0	0	0	0	0	SF	75.00	-	-	-
3	Granite Curb & Gutter	0	0	0	0	0	FT	396.00	-	-	-
3a	Concrete Curb and Gutter	0	236	0	236	0	FT	25.00	-	\$ 5,900.00	\$ 5,900.00
4	Bluestone Sidewalk	0	2,960	0	2,960	2,833	SF	32.50	-	\$ 44,400.00	\$ 44,400.00
4a	Concrete Sidewalk	0	0	0	0	0	SF	15.00	-	-	-
5	Street & Pedestrian Lighting	0	0	0	0	0	EA	24,000.00	-	-	-
5a	Street Light Poles	0	2	0	2	0	EA	18,000.00	-	\$ 36,000.00	\$ 36,000.00
5b	Trees and Grates	0	4	0	4	0	EA	18,000.00	-	\$ 36,000.00	\$ 36,000.00
6	Silver Cells (Tree Grate Areas)	0	4	0	4	6	EA	2,500.00	-	\$ 10,000.00	\$ 10,000.00
7	Raised Planters	0	4	0	4	6	EA	10,000.00	-	\$ 40,000.00	\$ 40,000.00
8	Landscape/Irrigation Allowance	0	0	0	0	0	EA	26,000.00	-	-	-
9	Trash Bins	0	1.0	0.5	1.0	0.5	LS	15,000.00	-	\$ 15,000.00	\$ 15,000.00
10a	Benches	0	2	0	2	0	EA	2,000.00	-	\$ 4,000.00	\$ 4,000.00
10c	Bike Racks	0	2	0	2	0	EA	3,000.00	-	\$ 6,000.00	\$ 6,000.00
10	Furniture/bike racks/signage	0	0	0	0	0	EA	2,000.00	-	\$ 4,000.00	\$ 4,000.00
	Subtotal	0	0	0	0	0	LS	75,000.00	-	\$ 4,000.00	\$ 4,000.00
11	Engineering					8%			-	\$ 331,264.50	\$ 331,264.50
12	Contingency					8%			-	\$ 26,501.16	\$ 26,501.16
13	Management fee					5%			-	\$ 19,875.87	\$ 19,875.87
	Section D Total Cost								-	\$ 16,563.23	\$ 16,563.23
									-	\$ 394,204.76	\$ 394,204.76

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EXHIBIT 5
PUBLIC IMPROVEMENTS
PAGE 5

Oak Park Station - Streetscape Estimate
November 1, 2013

Pay Item #	Pay Item	Developer Quantity	Village Quantity	Heitman Quantity	Total New Quantity	Original Quantity	Unit	Unit Price	Developer's Cost	Village Cost	Total Cost
1	Street	0	0	0	0	0	SF	\$ 34.50	\$ -	\$ -	\$ -
2	Crosswalks (Unit - Each)	0	0	0	0	0	EA	\$ 50,000.00	\$ -	\$ -	\$ -
2a	Crosswalks (Unit - SF)	0	0	0	0	0	SF	\$ 75.00	\$ -	\$ -	\$ -
3	Granite Curb & Gutter	0	0	0	0	249	FT	\$ 386.00	\$ -	\$ -	\$ -
3a	Concrete Curb and Gutter	0	0	0	262	0	FT	\$ 25.00	\$ -	\$ 6,550.00	\$ 6,550.00
4	Bluestone Sidewalk	0	0	0	0	2,312	SF	\$ 32.50	\$ -	\$ -	\$ -
4a	Concrete Sidewalk	0	2,134	0	2,134	0	SF	\$ 15.00	\$ -	\$ 32,010.00	\$ 32,010.00
5	Street & Pedestrian Lighting	0	0	0	0	4	EA	\$ 24,000.00	\$ -	\$ -	\$ -
5a	Street Light Poles	0	2	0	2	0	EA	\$ 18,000.00	\$ -	\$ 36,000.00	\$ 36,000.00
5b	Pedestrian Light Poles	0	2	0	2	0	EA	\$ 18,000.00	\$ -	\$ 36,000.00	\$ 36,000.00
6	Trees and Grates	0	4	0	4	4	EA	\$ 2,500.00	\$ -	\$ 10,000.00	\$ 10,000.00
7	Silver Cells (Tree Grate Areas)	0	4	0	4	4	EA	\$ 10,000.00	\$ -	\$ 40,000.00	\$ 40,000.00
8	Raised Planters	0	0	0	0	0	EA	\$ 26,000.00	\$ -	\$ -	\$ -
9	Landscaping/Irrigation Allowance	0.0	0.0	0.0	0.0	0.5	LS	\$ 15,000.00	\$ -	\$ -	\$ -
10a	Trash Bins	0	1	0	1	0	EA	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00
10b	Benches	0	0	0	0	0	EA	\$ 3,000.00	\$ -	\$ -	\$ -
10c	Bike Racks	0	2	0	2	0	EA	\$ 2,000.00	\$ -	\$ 4,000.00	\$ 4,000.00
10	Furniture/bike racks/signage	0.0	0.0	0.0	0.0	0.5	LS	\$ 75,000.00	\$ -	\$ -	\$ -
	Subtotal								\$ -	\$ 166,560.00	\$ 166,560.00
11	Engineering					8%		8.0%	\$ -	\$ 13,324.80	\$ 13,324.80
12	Contingency					6%		6.0%	\$ -	\$ 9,993.60	\$ 9,993.60
13	Management fee					5%		5.0%	\$ -	\$ 8,328.00	\$ 8,328.00
	Section E Total Cost								\$ -	\$ 198,206.40	\$ 198,206.40

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EXHIBIT 5
PUBLIC IMPROVEMENTS
PAGE 6

Oak Park Station - Streetscape Estimate
November 1, 2013

Pay Item #	Pay Item	Developer Quantity	Village Quantity	Heitman Quantity	Total New Quantity	Original Quantity	Unit	Unit Price	Developer's Cost	Village Cost	Total Cost
1	Street	0	0	0	0	0	SF	34.50	\$	\$	\$
2	Crosswalks (Unit - Each)	0	0	0	0	0	EA	50,000.00	\$	\$	\$
2a	Crosswalks (Unit - SF)	0	0	0	0	0	SF	75.00	\$	\$	\$
3	Granite Curb & Gutter	0	0	0	0	0	FT	398.00	\$	\$	\$
3a	Concrete Curb and Gutter	209	0	0	209	0	FT	25.00	\$ 5,225.00	\$	\$ 5,225.00
4	Bluestone Sidewalk	749	0	603	1,352	0	SF	32.50	\$ 24,342.50	\$	\$ 24,342.50
4a	Concrete Sidewalk	1,153	0	0	1,153	0	SF	15.00	\$ 17,295.00	\$	\$ 17,295.00
5	Street & Pedestrian Lighting	0	0	0	0	0	EA	24,000.00	\$	\$	\$
5a	Street Light Poles	2	0	1	3	0	EA	18,000.00	\$ 36,000.00	\$	\$ 36,000.00
5b	Pedestrian Light Poles	2	0	0	2	0	EA	18,000.00	\$ 36,000.00	\$	\$ 36,000.00
6	Trees and Grates	2	0	0	2	0	EA	2,500.00	\$ 5,000.00	\$	\$ 5,000.00
7	Sign Cells (Tree Grate Areas)	2	0	0	2	0	EA	10,000.00	\$ 20,000.00	\$	\$ 20,000.00
8	Raised Planters	1	0	0	1	0	EA	2,000.00	\$ 2,000.00	\$	\$ 2,000.00
9	Landscaping/Irrigation Allowance	0.5	0.0	0.0	0.5	0.0	EA	20,000.00	\$ 10,000.00	\$	\$ 10,000.00
10a	Trash Bins	1	0	0	1	0	EA	15,000.00	\$ 15,000.00	\$	\$ 15,000.00
10b	Benches	1	0	0	1	0	EA	2,000.00	\$ 2,000.00	\$	\$ 2,000.00
10c	Bike Racks	0	4	0	4	0	EA	3,000.00	\$ 12,000.00	\$	\$ 12,000.00
10	Furniture/bike racks/signage	0.0	0.1	0.0	0.1	0.0	EA	2,000.00	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
	Subtotal						LS	75,000.00	\$	\$	\$
11	Engineering					8%			\$ 176,362.50	\$ 8,000.00	\$ 184,362.50
12	Contingency					6%			\$ 14,109.00	\$ 640.00	\$ 14,749.00
13	Management fee					5%			\$ 10,581.75	\$ 480.00	\$ 11,061.75
	Section F Total Cost								\$ 8,818.13	\$ 400.00	\$ 9,218.13
									\$ 209,871.38	\$ 9,520.00	\$ 219,391.38

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**EXHIBIT 5
PUBLIC IMPROVEMENTS
PAGE 7**

Clark Park Station - Streetscape Estimate
November 1, 2013

Pay Item #	Pay Item	Developer Quantity	Village Quantity	Heltman Quantity	Total New Quantity	Original Quantity	Unit	Unit Price	Developer's Cost	Village Cost	Total Cost
1	Street	0	22,305	0	22,305	25,587	SF	\$ 34.50	\$ -	\$ 769,522.50	\$ 769,522.50
2	Crosswalks (Unit - Each)	0	6	0	6	6	EA	\$ 50,000.00	\$ -	\$ 300,000.00	\$ 300,000.00
2a	Crosswalks (Unit - SF)	0	0	0	0	0	SF	\$ 75.00	\$ -	\$ -	\$ -
3	Granite Curb & Gutter	0	0	0	0	0	FT	\$ 396.00	\$ -	\$ -	\$ -
3a	Concrete Curb and Gutter	0	0	0	0	0	FT	\$ 25.00	\$ -	\$ -	\$ -
4	Bluestone Sidewalk	968	498	441	1,907	1,930	FT	\$ 15.00	\$ 24,200.00	\$ 12,450.00	\$ 36,650.00
4a	Concrete Sidewalk	3,124	0	1,883	4,207	4,429	SF	\$ 32.50	\$ 101,530.00	\$ 76,410.00	\$ 177,940.00
5	Street & Pedestrian Lighting	3,084	5,094	3,506	16,684	0	SF	\$ 24,000.00	\$ 121,260.00	\$ -	\$ 121,260.00
5a	Street Light Poles	0	0	0	0	0	EA	\$ 18,000.00	\$ -	\$ -	\$ -
5b	Pedestrian Light Poles	0	0	0	0	0	EA	\$ 18,000.00	\$ -	\$ -	\$ -
6	Trees and Grates	10	4	7	21	0	EA	\$ 2,500.00	\$ 25,000.00	\$ 72,000.00	\$ 97,000.00
7	Silver Cells (Tree Grate Areas)	13	8	10	31	33	EA	\$ 10,000.00	\$ 130,000.00	\$ 20,000.00	\$ 150,000.00
8	Raised Planters	6	0	1	7	21	EA	\$ 20,000.00	\$ 120,000.00	\$ 80,000.00	\$ 200,000.00
9	Landscaping/Irrigation Allowance	3.5	1.0	2	6.5	4.5	LS	\$ 15,000.00	\$ 52,500.00	\$ 15,000.00	\$ 67,500.00
10a	Trash Bins	7	3	5	15	0	EA	\$ 2,000.00	\$ 14,000.00	\$ 6,000.00	\$ 20,000.00
10b	Benches	8	0	3	11	0	EA	\$ 3,000.00	\$ 24,000.00	\$ -	\$ 24,000.00
10c	Bike Racks	6	2	0	8	0	EA	\$ 2,000.00	\$ 12,000.00	\$ 16,000.00	\$ 28,000.00
10	Furniture/bike racks/signage	0.0	0.0	0.0	0.0	4.5	LS	\$ 75,000.00	\$ -	\$ -	\$ -
	Subtotal								\$ 923,990.00	\$ 1,439,382.50	\$ 2,363,372.50
11	Engineering					8%			\$ 73,919.20	\$ 115,150.60	\$ 189,069.80
12	Contingency					6%			\$ 55,439.40	\$ 86,362.95	\$ 141,802.35
13	Management fee					5%			\$ 46,199.50	\$ 71,969.13	\$ 118,168.63
	Section A through F Total Cost								\$ 1,099,548.10	\$ 1,712,865.18	\$ 2,812,413.28

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EXHIBIT 5
PUBLIC IMPROVEMENTS
PAGE 8

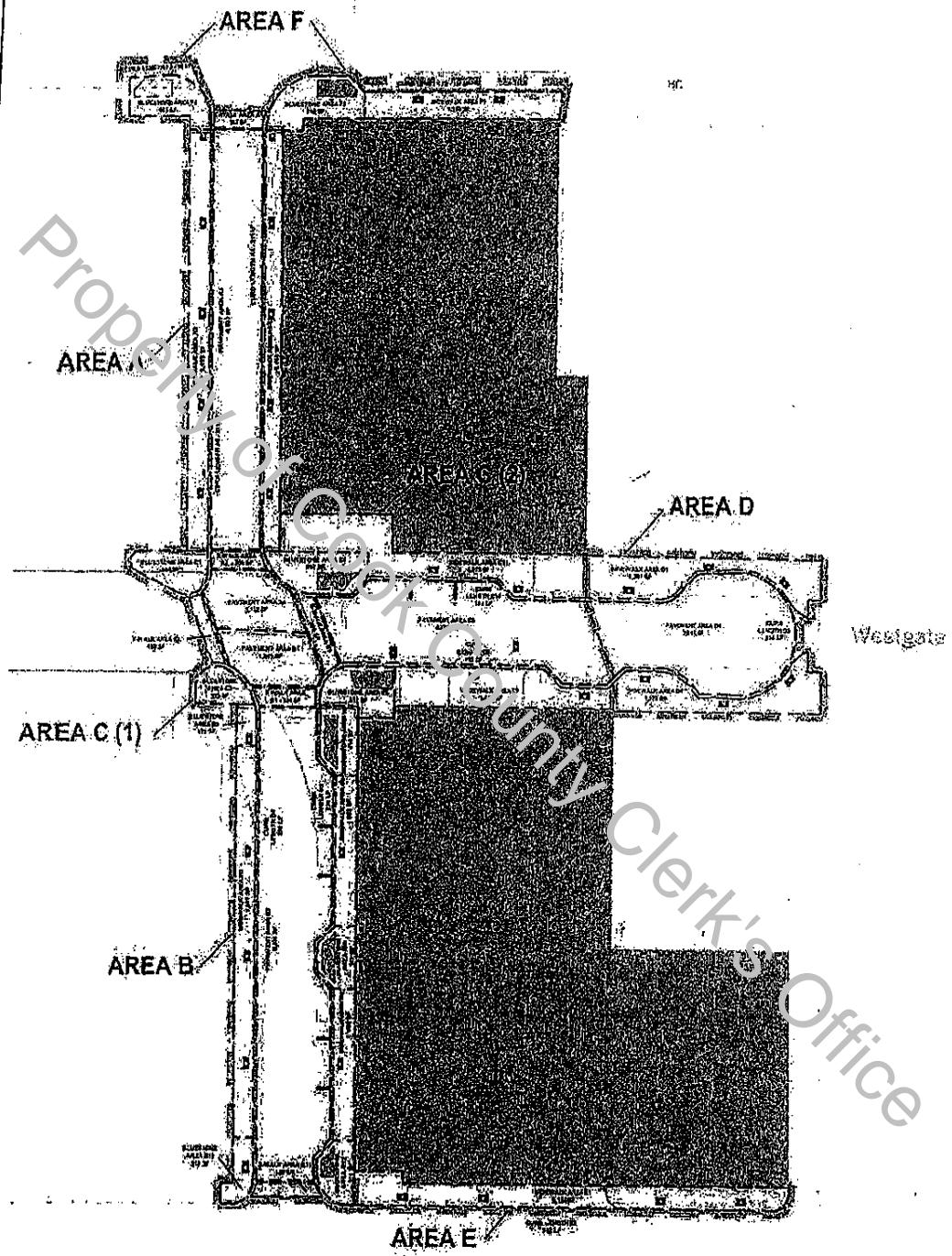
Oak Park Station - Streetscape Estimate
November 1, 2013

Pay Item #	Pay Item	Developer Quantity	Village Quantity	Heimann Quantity	Total New Quantity	Original Quantity	Unit	Unit Price	Developer's Cost	Village Cost	Total Cost
	Station St (new water main)	0	500	0	500	0	LF	\$ 200.00	\$ -	\$ 129,796.00	\$ 129,796.00
	Station St (new sewer main)	0	500	0	500	0	LF	\$ 200.00	\$ -	\$ 138,843.00	\$ 138,843.00
	Westgate (new water main)	0	500	0	500	0	LF	\$ 200.00	\$ -	\$ 240,740.00	\$ 240,740.00
	Westgate (new sewer main)	0	500	0	500	0	LF	\$ 200.00	\$ -	\$ 85,796.00	\$ 85,796.00
	North Blvd (new water main)	0	250	0	250	0	LF	\$ 200.00	\$ -	\$ 190,755.00	\$ 190,755.00
	Lake St (storm drainage)	0	250	0	250	0	LF	\$ 200.00	\$ -	\$ 30,425.00	\$ 30,425.00
	Original costs for Infrastructure	0.0	0.0	0.0	0.0	1.0	LS	\$1,250,000.00	\$ -	\$ -	\$ -
	Subtotal								\$ -	\$ 816,355.00	\$ 816,355.00
	Engineering								\$ -	\$ -	\$ -
	Contingency								\$ -	\$ -	\$ -
	Management fee								\$ -	\$ -	\$ -
	Infrastructure Total Cost								\$ -	\$ 816,355.00	\$ 816,355.00
									\$ -	\$ 65,308.40	\$ 65,308.40
									\$ -	\$ 48,981.30	\$ 48,981.30
									\$ -	\$ 40,817.75	\$ 40,817.75
									\$ -	\$ 971,462.45	\$ 971,462.45
	Grand Total Project Costs								\$1,099,548.10	\$ 2,684,327.63	\$ 3,783,875.73

Property of Cook County Clerk's Office

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EXHIBIT 5
PUBLIC IMPROVEMENTS
PAGE 9



COLT DEVELOPMENT
OAK PARK, IL

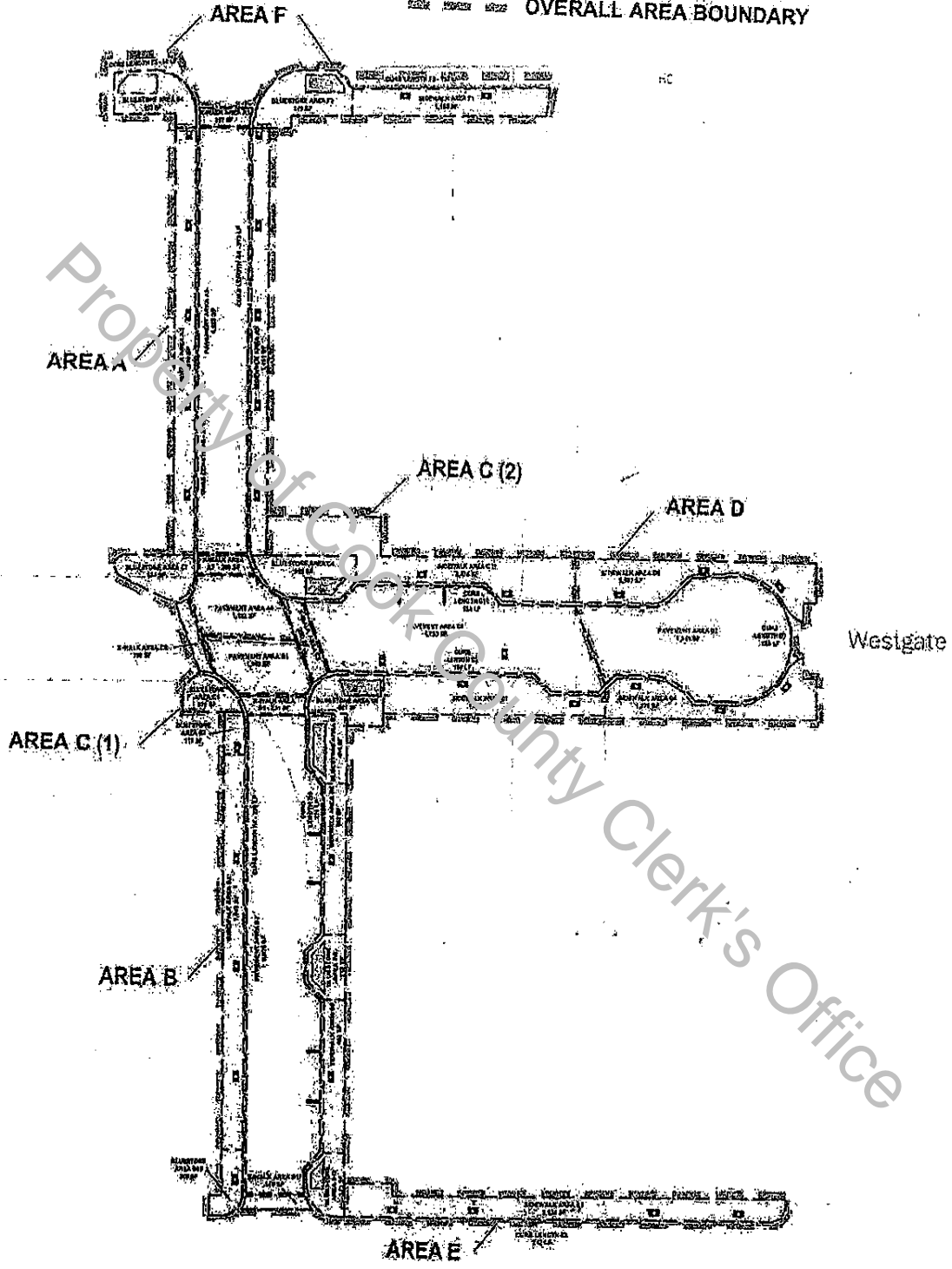
**STREETSCAPE
AREA EXHIBIT**
OCTOBER 11, 2011



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EXHIBIT 5
PUBLIC IMPROVEMENT
PAGE 10

- BLUESTONE AREA
- SIDEWALK AREA
- PAVEMENT AREA
- CROSSWALK AREA
- OVERALL AREA BOUNDARY



OAK PARK STATION
OAK PARK, IL

**STREETSCAPE
AREA EXHIBIT**
OCTOBER 21, 2015




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EXHIBIT 6

LEGAL DESCRIPTIONS OF PROPERTIES TO BE CONVEYED BY THE VILLAGE

Property of Cook County Clerk's Office



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LEGAL DESCRIPTION

PARCEL 1:

The East Half of Lot 5 and all of Lots 6 and 7 (except the South 18-1/2 feet of said Lots 5, 6 and 7) in Block 1 in Whaple's Subdivision; also Lots 9 and 10 (except the South 18-1/2 feet thereof) in Hoard and Others' Subdivision of Lot 1 (except the North 100.00 feet thereof) in Niles Subdivision of Lots 10 to 16, both inclusive, and the West 13 feet of Lot 17 in Skinner's Subdivision, all of above being in the Southwest Quarter of the Northwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lots 1 and 2 in 1121-23 Lake Street Building Partnership Subdivision, a subdivision in the Southwest Quarter of the Northwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, Village of Oak Park, Cook County, Illinois.

PARCEL 4:

The West 10 feet of Lot 11 (except the North 18 1/2 feet conveyed for street) in Hoard and Others' Subdivision of Lot 1 (except the North 100 feet) in Niles Subdivision of Lots 10 to 16 inclusive, and the West 13 feet of Lot 17 in Skinner's Subdivision of the Southwest corner of the Northwest 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Lot 8 (except the South 92 feet and except the North 18 1/2 feet conveyed for street) in Block 1 in Whaple's Subdivision of land in the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

That part of Lot 9 in Block 1 in Whaple's Subdivision of land in the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian lying North of a line described as follows:

Commencing at a point on the West line of Lot 9, 98.92 feet North of the North line of North Boulevard as occupied, thence East on a line parallel with the North line of North Boulevard 50.00 feet to the East line of Lot 9 (except the North 18 1/2 feet conveyed for street) in Whaple's Subdivision of land in the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 5:

Lots 22, 23, 24 and the East 15 feet of Lot 25 in Hoard & Others' Subdivision of Lot 1 (except the North 100 feet thereof) in Niles' Subdivision of Lots 10 to 16, inclusive and the West 13 feet of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The West 10 feet of Lot 25, all of Lot 26 and Lot 27 (except the West 6 inches thereof) in Hoard & Others' Subdivision of Lot 1 (except the North 100 feet thereof) in Niles' Subdivision of Lots 10 to 16, inclusive and the West 13 feet of Lot 17 in Skinner's Subdivision of Land in the Southwest corner of the Northwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The South 92 feet of Lot 8 in Block 1 in Whaple's Subdivision of land in the Southwest Quarter of

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the Northwest Quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, and the West 6 inches of Lot 27 in Hoard & Others' Subdivision of Lot 1 (except the North 100 feet thereof) in Niles' Subdivision of Lots 10 to 16, inclusive and the West 13 feet of Lot 17 in Skinner's Subdivision of land in the Southwest corner of the Northwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

That part of Lot 9 in Block 1 in Whaple's Subdivision of land in the Southwest Quarter of the Northwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, lying South of a line described as follows: Commencing at a point on the West line of Lot 9, 98.92 feet North of the North line of North Boulevard as occupied; thence East on a line parallel with the North line of North Boulevard 50.0 feet to the East line of Lot 9, all in Cook County, Illinois.

A strip of land 20 feet, more or less, lying immediately South of and adjoining the South line of Lots 8 and 9 in Block 1 in Whaple's Subdivision of Land in the Southwest Quarter of the Northwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, and North of North line of North Boulevard in Village of Oak Park as actually laid out and established, all in Cook County, Illinois.

PARCEL 6:

The East 15 feet of Lot 11 (except the North 18.5 feet thereof) and all of Lots 12 and 13 (except the North 18.5 feet of each of said Lots) in Hoard and Others' Subdivision of Lot 1 (except the North 100 feet thereof) in Niles' Subdivision of Lots 10, 11, 12, 13, 14, 15, 16 and the West 13 feet of Lot 17 in Skinner's Subdivision in the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

(Ref Only: Oak Park Station, Oak Park, IL)

Permanent Index Numbers:

- 16-07-124-036-0000 (Affects part of Parcel 1)
- 16-07-124-037-0000 (Affects remainder of Parcel 1)
- 16-07-124-039-0000 (Affects part of Parcel 2)
- 16-07-124-040-0000 (Affects remainder of Parcel 2)
- 16-07-125-006-0000 (Affects part of Parcel 4)
- 16-07-125-026-0000 (Affects part of Parcel 4)
- 16-07-125-030-0000 (Affects remainder of Parcel 4)
- 16-07-125-023-0000 (Affects part of Parcel 5)
- 16-07-125-025-0000 (Affects part of Parcel 5)
- 16-07-125-029-0000 (Affects remainder of Parcel 5)
- 16-07-125-007-0000 (Affects Parcel 6)

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EXHIBIT 7

EASEMENT AGREEMENTS FOR PUBLIC WAY

The following easements have been agreed to and will be executed at a later date:

- Air Rights
- Public Sidewalk
- Columns
- Conduits and Cables
- Temporary Construction Easement
- INTENTIONALLY OMITTED

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EXHIBIT 8

RESERVED

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EXHIBIT 9

FORM OF SALES TAX REBATE SHARING AGREEMENT

**This Document Prepared by and after
Recording Return To:**
 Peter M. Friedman, Esq.
 Holland & Knight LLP
 131 South Dearborn, 30th Floor
 Chicago, IL 60603
 312.263.3600

 This Space for Recorder's Use Only

**SALES TAX REBATE SHARING AGREEMENT BY AND BETWEEN
 THE VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS and
 CLARK STREET DEVELOPMENT LLC**

DATED AS OF _____

Cook County Clerk's Office

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SALES TAX REBATE SHARING AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS and CLARK STREET DEVELOPMENT LLC

THIS SALES TAX REBATE SHARING AGREEMENT ("*Agreement*") is made and entered into as of this ___ day of _____, 20__ ("*Effective Date*"), by and between the Village of Oak Park, Cook County, Illinois, an Illinois home rule municipal corporation ("*Village*"), and Clark Street Development LLC, an Illinois limited liability company ("*Developer*"), and its successors and assigns as owners of the Property and only as authorized pursuant to the conditions set forth in Section 14 of this Agreement

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Village hereby agree as follows:

SECTION 1. RECITALS.

- A. The Developer owns certain property in the Village with approximately _____ acres, generally located _____ in the Village's Greater Mall Tax Increment Area, commonly known as _____, and legally described in Exhibit A to this Agreement ("*Total Property*").
- B. The Developer desires and proposes to develop a portion of the Total Property (the "*Property*") with a retail facility with approximately _____ square feet to be used as a _____ ("*Facility*") and to construct all related on-site and off-site infrastructure improvements, in accordance with the Approving Ordinance and the Redevelopment Agreement (both as defined in this Agreement).
- C. Pursuant to Ordinance No. _____, adopted on May __, 2014, the President and Board of Trustees of the Village granted the Developer a special use permit for a planned development for the Total Property for the purpose of constructing and operating the Facility on the Property ("*Approving Ordinance*").
- D. The Developer has entered into a Redevelopment Agreement with the Village dated as of June 1, 2014, recorded on _____, 2014, as document number _____ ("*Redevelopment Agreement*").
- E. The Approving Ordinance and the Redevelopment Agreement set forth the terms and conditions for the development of the Total Property ("*Proposed Development*").
- F. The date on which all infrastructure improvements and related requirements of the Approving Ordinance and the Redevelopment Agreement are complete, and the Facility is open for business on the Property, is anticipated to be _____, 20__.
- G. As of the Effective Date of this Agreement, the Village receives a ___% sales tax on general merchandise and a sales tax of less than ___% on food and over-the-counter drugs.

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H. The Village has further determined that the redevelopment of the Total Property with retail and commercial uses will be consistent with the Village's Redevelopment Plan and Project for the Greater Mall Tax Increment Area by helping to create a sustainable revenue base for the Village without impairing the Village's ability to deliver high-quality, cost-effective services, and is likely to result in enhancements to the Village's Greater Mall Tax Increment Area.

I. The Village has determined that the operation of the Facility on the Property will generate significant sales and property tax revenue for the Village, as well as the school, library, and park districts that serve Village residents, and that the redevelopment of the Property with retail and commercial uses fits perfectly with the Village's Comprehensive Land Use Plan.

J. The Developer's investment in the Proposed Development will enhance economic development opportunities for the Village and its residents. Because the upfront costs of the Proposed Development require extraordinary investment by the Developer, the parties acknowledge that various economic incentives, including, without limitation, those provided pursuant to this Agreement, are necessary and desirable to realize the significant economic development benefits of the Proposed Development.

K. The President and Board of Trustees of the Village have determined that entering into this Agreement is necessary to ensure the implementation of the Proposed Development of the Property and provide for the related economic development benefits to the Village.

L. The Village and the Developer desire to enter into this Agreement, to enable the development, use, and occupancy of the Property in a manner consistent with the Village's Comprehensive Plan, the Approving Ordinance and the Redevelopment Agreement, and in a manner that will enhance the economic vitality of the Village and ensure the unified and proper use and development of the Property in accordance with this Agreement, the Approving Ordinance, and the Redevelopment Agreement.

M. The Village has the power and authority to enter into this Agreement pursuant to, but without limitation, the home rule powers of the Village under Section 6, Article VII of the 1970 Constitution of the State of Illinois. Developer has the corporate power and authority to enter into this Agreement.

SECTION 2. DEFINITIONS. Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context.

A. "Commencement Date" means the date established pursuant to Section 3 of this Agreement.

B. "Consumer Price Index" means the Consumer Price Index-All Urban Consumers for the Chicago-Gary-Kenosha Metropolitan Statistical Area for a 12-month period.

C. "Corporate Authorities" means the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois.

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D. “Force Majeure” means a strike, lockout, act of God, or other factor beyond a party’s reasonable control and reasonable ability to remedy; provided, however, that Force Majeure shall not include delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the Property.

E. “Gross Receipts” shall have the meaning ascribed to it in the Retailers’ Occupation Tax Act.

F. “Home Rule Sales Tax” means the sales tax imposed in the Village pursuant to Village’s Home Rule Sales Tax Ordinance under the Home Rule Municipal Retailers’ Occupation Tax Act, 65 ILCS 5/8-11-1. The Home Rule Sales Tax as of the Commencement Date is ___ percent.

G. “Municipal Sales Tax” means that portion or component of the Sales Taxes collected by the Developer from sales generated at the Facility that the Village actually receives from the State of Illinois.

H. “Property” means the property legally described in *Exhibit A* attached hereto and, by this reference, incorporated herein.

I. “Requirements of Law” shall have the meaning set forth in Subsection 4H of this Agreement.

J. “Retailers’ Occupation Tax Act” means the Illinois Retailers’ Occupation Tax Act, 35 ILCS 120/1 *et seq.*, as the same has been, and may, from time to time hereafter be, amended.

K. “Sales Taxes” means any and all taxes imposed and collected by the State of Illinois pursuant to the Home Rule Sales Tax, the Retailer’s Occupation Tax Act, the Service Use Tax Act, 35 ILCS 110/1 *et seq.*, the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, and the Use Tax Act, 35 ILCS 105/1 *et seq.*, including, without limitation, a vehicle lease tax that is substituted, in whole or in part, for any or all of the foregoing; and, subject to Section 4D of this Agreement, any other “sales tax” or successor tax that may be enacted by the State of Illinois that the Village is able to verify as being generated from the Facility.

L. “Sales Tax Rebate” means the rebate payment to the Developer of a portion of the Municipal Sales Taxes that the Village receives that it is required to make pursuant to this Agreement.

M. “Sales Tax Year” means the period of time commencing on the Commencement Date and ending on the date that is one year after the Commencement Date, and each of the succeeding years thereafter under this Agreement.

SECTION 3. COMMENCEMENT OF SALES TAX REBATE.

The “**Commencement Date**” under this Agreement is hereby declared to be the actual date on which the Approving Ordinance and Redevelopment Agreement have been approved by

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the Village, all infrastructure improvements and related requirements of the Approving Ordinance and the Redevelopment Agreement are complete, and the Facility is open for business on the Property. The parties acknowledge and agree that the Commencement Date shall not occur, and the Developer shall not be entitled to any Sales Tax Rebate pursuant to this Agreement, unless and until the Developer has obtained the certificate of occupancy for the Facility.

SECTION 4. SALES TAX REBATE.

A. Maximum Total Rebate. In no event shall the Village rebate to the Developer more than a total of \$750,000 as a result of this Agreement. The Sales Tax Rebate includes only those Sales Taxes generated by the Developer's Facility.

B. Calculation of Sales Tax Rebate.

1. **Sales Tax Rebate Percentages.** Beginning on the Commencement Date, the Village shall rebate to the Developer a portion of the Municipal Sales Tax generated by the operations on the Facility during each Sales Tax Year in accordance with the percentage formula set forth below:

- a. First \$200,000 of Sales Taxes generated by the Facility - no Sales Tax Rebate
- b. The Sales Taxes generated by the Facility in excess of \$200,000 - 100% of Sales Taxes rebated to Developer.

2. **No Rebate Below \$200,000.** In no event shall the Village rebate to the Developer any Municipal Sales Tax generated by the Facility during any Sales Tax Year in which the Municipal Sales Tax generated is less than or equal to \$200,000.

C. Village Payment. Within 120 days after the end of the sixth and twelfth month of each Sales Tax Year, the Village shall pay the applicable Sales Tax Rebate for that portion of the particular Sales Tax Year to the Developer, based on the records of the Illinois Department of Revenue. If, for any reason, the State of Illinois fails to distribute the Municipal Sales Tax revenue to the Village in sufficient time for the Village to make the semi-annual payments, the Village shall provide notice of that fact to the Developer. In that event, the Village shall make the required Sales Tax Rebate payment within 60 days after the date on which the Village actually receives the Municipal Sales Tax revenue due the Village for the applicable, semi-annual payment period. If at the end of any Sales Tax Year, there is a need to adjust and reconcile the amount of any semi-annual Sales Tax Rebate payment to account for any provision of this Agreement or to account for the amount of Municipal Sales Tax actually paid by the State of Illinois, the Village and the Developer shall cooperate with each other to accomplish the reconciliation. To the extent necessary in that circumstance, as determined by the Village, the parties agree that the Village may require the Developer to submit such specified financial statements and copies of the applicable State of Illinois Sales Tax Reports from those businesses operating in the Facility as are necessary to verify the amount of Sales Tax collected from operations at the Facility. The Developer shall require its tenants to sign releases authorizing the State of Illinois to issue the reports to the Village. Any information received by the Village from

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Developer or its tenants under this Agreement shall be kept confidential to the extent allowed by the Requirements of Law.

D. Change in the Law.

1. The Village and the Developer acknowledge and agree that the Village's obligation to pay the Sales Tax Rebate to the Developer is predicated on existing State law governing the distribution of Sales Taxes to the Village, including, without limitation, the Retailers' Occupation Tax Act. The Village and the Developer further acknowledge that the General Assembly of the State has, from time to time, considered proposals to modify or eliminate the distribution of Sales Taxes to Illinois municipalities. The Village and the Developer make express provision for the effect of any change upon the operation of this Agreement in Paragraph 2 of this Subsection.

2. In the event that the State of Illinois amends or repeals the Retailers' Occupation Tax Act or makes any other promulgation, enactment, or change that eliminates the distribution of Sales Taxes to the Village, or otherwise alters the distribution formula in a manner that prevents the Village and the Developer from determining with a reasonable degree of certainty the amount of the Municipal Sales Tax ("**Change in Law**"), the provisions of this Agreement with regard to Municipal Sales Tax generated from the Facility on or after the effective date of the Change in Law shall automatically be terminated, and the Village shall have no obligation whatsoever to pay to the Developer any of the Municipal Sales Tax generated on or after the effective date of the Change in Law, subject to the following. If, within the period five years after the effective date of the Change in Law, the State of Illinois effects another Change in Law that either results in the distribution of Sales Taxes to the Village or allows the Village and Developer to determine with a reasonable degree of certainty the amount of the Municipal Sales Tax, the provisions of this Agreement with regard to Municipal Sales Tax generated from the Facility shall automatically be reinstated and will continue for the period necessary for Developer to receive Sales Tax Rebates for the maximum total rebate set forth in Subsection 4A.

However, if a Change in Law results in replacement taxes for the Sales Taxes directly resulting from Gross Receipts at the Facility as contemplated hereunder then, for purposes of this Agreement, the replacement taxes shall be defined as Sales Taxes, subject in all respects to the Village's actual receipt of its portion of the replacement taxes as well as the Village's authority under state law to provide for rebate of the replacement taxes, as contemplated herein.

If there is a Change in Law, the parties will cooperate with each other to accomplish the intent of this Agreement as set forth in Section 1 of this Agreement.

E. No Guarantee. The parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement shall be construed, deemed, or interpreted as (1) a guarantee that the Village will receive any Sales Taxes as a result of the operation of the Facility on the Property, or (2) a requirement or obligation by the Developer or any of its tenants to generate Gross Receipts from the Property.

F. Limited Liability. Notwithstanding any other provision of this Agreement to the contrary, the Village's obligation to pay the Sales Tax Rebate payments shall not be a general

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debt of the Village or a charge against its general credit or taxing powers, but shall be a special limited obligation payable solely out of the Municipal Sales Tax received by the Village, as specifically defined in Section 2 of this Agreement. The Developer shall have no right to, and agrees that it shall not, compel any exercise of the taxing power of the Village to pay the Sales Tax Rebate payments, and no execution of any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or other property of the Village (unless the Village refuses to make the payment to the Developer in violation of this Agreement). No recourse shall be had for any payment pursuant to this Agreement against any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney of the Village in his or her individual capacity.

G. Closure.

1. Unless mutually agreed otherwise by the Parties pursuant to an amendment to this Agreement, in the event that, at any time during the term of this Agreement, the Developer permanently abandons, closes, or terminates the use of more than 80% of the square footage of the Facility (not taking into account the square footage of the 1118 Westgate property) (subject to Paragraph 4G of this Agreement) ("**Closure**"), then the provisions of this Agreement with regard to Municipal Sales Tax generated from the Facility shall, as of the date of the Closure, automatically terminate and become null and void and be of no further force or effect, and the Village shall have no obligation whatsoever to perform any of the Municipal Sales Tax Rebate obligations in Section 4 of this Agreement with regard to any Sales Tax collected by the Developer in the Sales Tax Year of the Closure.

2. The Developer shall provide the Village with no less than 60 days written notice prior to any Closure, except to the extent any Requirement of Law prohibits Developer from providing 60 days' notice, in which event Developer will provide notice in the minimum time allowed by the Requirements of Law.

3. This Subsection shall not apply to Temporary Closures as defined in Section 8 of this Agreement.

H. Limitations on Payment of Sales Tax Rebate. The Developer acknowledges and agrees that the Property must be used and maintained in strict compliance with the Redevelopment Agreement, and all applicable Village codes, ordinances, and regulations (collectively, the "**Requirements of Law**"), and that if the Developer fails to comply in all material respects with the Requirements of Law the Village will suspend payment of the Sales Tax Rebate for the entire period that the Developer is not in material compliance with the Requirements of Law, and the Village will have no further obligation to provide any Sales Tax Rebate to the Developer until the Village determines in its reasonable discretion that the Developer is, during the Term, in material compliance with the Requirements of Law, at which time all suspended payments will be remitted to Developer. A legal nonconformity created as a result of the Village's amendment to the Requirements of Law subsequent to the Commencement Date will not constitute a failure of the Developer to comply with the Requirements of Law.