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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/05/2019 02:43 PM PG: 1 OF 43

**VILLAGE OF RIVER GROVE
COOK COUNTY, ILLINOIS**

ORDINANCE NO. 2018-21

**AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT
BY AND BETWEEN THE VILLAGE OF RIVER GROVE, COOK COUNTY, ILLINOIS
AND AVALON EQUITIES RIVER GROVE, LLC**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE
VILLAGE OF RIVER GROVE**

THIS 18TH DAY OF OCTOBER, 2018

**Published by authority of the
President and Board of
Trustees of the Village of River
Grove, Cook County, Illinois
this 18th day of October, 2018.**

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VILLAGE OF RIVER GROVE COOK COUNTY, ILLINOIS

ORDINANCE NO. 2018-21

AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF RIVER GROVE, COOK COUNTY, ILLINOIS AND AVALON EQUITIES RIVER GROVE, LLC

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RIVER GROVE, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Findings. The President and Board of Trustees of the Village of River Grove ("Village") find as follows:

- A. The Village is a home rule unit of government in accordance with Article VII, Section 6 of the Constitution of the State of Illinois, 1970.
- B. The Village has the authority pursuant to the laws of the State of Illinois, including 65 ILCS 5/8-1-2.5, 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 and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.
- C. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time ("TIF Act").
- D. Pursuant to its powers and in accordance with the TIF Act, and pursuant to Ordinance Nos. 2016-03, 2016-04 and 2016-05, adopted March 17, 2016, the Grand Thatcher Tax Increment Financing District ("TIF District") was formed as a TIF district, for a twenty-three (23) year period. Ordinance Nos. 2016-03, 2016-04 and 2016-05 are incorporated herein by reference.
- E. Pursuant to and in accordance with the TIF Act and the Ordinances establishing the TIF District, the Corporate Authorities of the Village are

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empowered under Section 4(c) of the TIF Act, 65 ILCS 5/11-74.4-4(c), to convey and dispose of Village-owned property within the TIF District.

- F. The Village is the fee owner the property and right-of-way legally described on EXHIBIT A attached hereto and made part hereof ("Property") which is located within the TIF District.
- G. Avalon Equities River Grove, LLC ("Developer") desires to acquire ownership of the Property and redevelop the Property by constructing an approximately two thousand three hundred thirty (2,330) square feet Starbucks retail coffee store, including adjacent parking and drive-thru facilities ("Project").
- H. The Village desires to convey the Property to the Developer to allow the Project to be constructed and operated, in furtherance of the Redevelopment Plan and Project for the TIF District, which Project the Developer cannot complete without the Property.
- I. That attached hereto as EXHIBIT B and made part hereof is a redevelopment agreement, between the Developer and the Village, which sets forth the terms and conditions pursuant to which the Developer will proceed with, redevelop, and operate, the Project on the Property ("Redevelopment Agreement").
- J. That notice of the Village's intent to enter into the Redevelopment Agreement, including the Village's intent to transfer title to the Property pursuant thereto, was published pursuant to 65 ILCS 5/11-74.4-4(c) on October 4, 2018 ("Notice"); a copy of the publisher's certificate in relation to said Notice being attached hereto as EXHIBIT C and made part hereof.
- K. It is in the best interest of the Village to enter into the Redevelopment Agreement, to ensure that redevelopment within the TIF District continues.

SECTION 2: Approval. Based upon the foregoing, the Redevelopment Agreement, attached hereto as EXHIBIT B, is hereby approved, and the President and Clerk of the Village are hereby authorized and directed to execute and deliver such other instruments, including said Redevelopment Agreement attached hereto as EXHIBIT B, as may be necessary or convenient to consummate said property transaction, and as may be necessary or convenient to carry out the terms of said Redevelopment Agreement.

SECTION 3: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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SECTION 4: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

SECTION 5: Effect. That this Ordinance shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this 18th day of October, 2018 pursuant to a roll call vote as follows:

AYES: Trustees Aller, Björvik, Sewell, Thomas, Obaya, Konwinski

NAYES: NA

ABSENT: NA

APPROVED by me this 18th day of October, 2018.

David B. Guerin

Hon. David B. Guerin, Village President

ATTEST:

Marjorie A. Manchen by Gina M. Leder, DVC

Hon. Marjorie A. Manchen, Village Clerk

Published in pamphlet form this 18 day of October, 2018, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on October 18, 2018.



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EXHIBIT A

Legal Description of the "Property"

Village Owned Parcel 1:

LOTS 37, 38, 39, AND 40 (EXCEPT THAT PART OF LOT 40 TAKEN FOR HIGHWAYS PURPOSES, AS SHOWN IN DOCUMENT 3275672) IN VOLK BROTHERS 1ST ADDITION TO CHICAGO HOME GARDENS, IN THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 12-26-409-037-0000

COMMON ADDRESS: 8355 Grand Avenue, River Grove, Illinois 60171

Village Owned Parcel 2:

THAT PORTION OF LOT 41 IN VOLK BROTHERS 1ST ADDITION TO CHICAGO HOME GARDENS, IN THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH AND WEST OF THE LINE STARTING ON THE SOUTH LINE OF SAID LOT 41 LOCATED 68.44 FEET EAST OF THE SOUTHWEST CORNER AND EXTENDING 31.99' FEET NORTH, TO A POINT THEN EXTENDING EAST 21.99 FEET TO THE POINT INTERSECTING WITH THE NORTH PROPERTY LINE OF SAID LOT 41.

PIN: 12-26-409-009-0000 (before subdivision)

COMMON ADDRESS: 2647 Thatcher Avenue, River Grove, Illinois 60171

Village Owned Parcel 3:

THAT PART OF A PUBLIC ALLEY, A 16 FOOT RIGHT OF WAY IN VOLK BROTHERS 1ST ADDITION TO CHICAGO HOME GARDENS, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 41 IN SAID VOLK BROTHERS 1ST ADDITION TO CHICAGO HOME GARDENS, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 171 (THATCHER AVENUE); THENCE NORTH 01 DEGREES 48 MINUTES 37 SECONDS WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 16.43 FEET, TO THE SOUTHWEST CORNER OF LOT 40 IN SAID VOLK BROTHERS 1ST ADDITION TO CHICAGO HOME GARDENS, ALSO BEING A POINT ON THE NORTHERLY

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RIGHT OF WAY OF SAID 16.00 FOOT PUBLIC ALLEY; THENCE SOUTH 78 DEGREES 35 MINUTES 58 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, ALSO BEING THE SOUTHERLY LINE OF SAID LOT 40 AND LOTS 37 THROUGH 39 IN SAID SUBDIVISION, A DISTANCE OF 94.37 FEET TO THE SOUTHEAST CORNER OF SAID LOT 37; THENCE SOUTH 11 DEGREES 24 MINUTES 02 SECONDS WEST, ALONG SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 37, A DISTANCE OF 16.00 FEET TO THE NORTHERLY LINE OF LOT 41 IN SAID VOLK BROTHERS 1ST ADDITION TO CHICAGO HOME GARDENS ALSO BEING THE SOUTHERLY RIGHT OF WAY OF SAID 16.00 FOOT PUBLIC ALLEY, SAID POINT BEING 38.10 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT 41, AS MEASURED ALONG THE NORTHERLY LINE THEREOF; THENCE NORTH 78 DEGREES 35 MINUTES 58 SECONDS WEST, ALONG SAID NORTHERLY LINE OF LOT 41, ALSO BEING SOUTHERLY RIGHT OF WAY OF SAID 16.00 FOOT PUBLIC ALLEY, A DISTANCE OF 90.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

Redevelopment Agreement

(attached)

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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THIS DOCUMENT WAS
PREPARED BY AND
AFTER RECORDING
RETURN TO:

Bart A. Smith
Corporation Counsel
Village of River Grove
2621 Thatcher Avenue
River Grove, Illinois 60171

[For Recorder's Office]

REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** ("Agreement") is made as of the Effective Date (as that term is defined herein) between the **Village of River Grove**, an Illinois home rule municipal corporation, located at 2621 Thatcher Avenue, River Grove, Illinois 60171 ("Village") and **Avalon Equities River Grove, LLC**, an Illinois limited liability company, located at 3315 Algonquin Road, Suite 600, Rolling Meadows, Illinois 60008 ("Developer"). The Village and the Developer are referred to herein individually as a "Party" and collectively as the "Parties."

SECTION 1 - PRELIMINARY STATEMENTS

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

- (A) The Village is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois and is a home rule unit under Section 6(a) of Article VII of the 1970 Constitution.
- (B) The Village has the authority to promote the health, safety and welfare of the Village and its inhabitants, to encourage private development in order to enhance the local tax base, create employment and ameliorate blight, to appropriate and expend funds for economic development purposes pursuant to 65 ILCS 5/8-1-2.5, and to enter into contractual agreements with third persons to achieve these purposes.
- (C) Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11- 74.4-1, *et seq.*, as from time to time amended ("Act"), the President and Board of Trustees of the Village are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "conservation area" as defined in Section 11.74.4-3(b) of the Act.

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- (D) In accordance with the requirements of the Act, the President and Board of Trustees of the Village, pursuant to Ordinance No. 2016-03, adopted by the President and Board of Trustees of the Village on March 17, 2016, approved a redevelopment plan and project for the Village of River Grove's Grand Thatcher Redevelopment Project Area ("Redevelopment Area") as set forth in the document entitled "Village of River Grove Grand Avenue-Thatcher Avenue Redevelopment Plan and Project" ("TIF Plan"), dated March, 2016, prepared by the Village of River Grove and Kane, McKenna and Associates, Inc. on behalf of the Village.
- (E) In accordance with the requirements of the Act, the President and Board of Trustees of the Village, pursuant to Ordinance Nos. 2016-04 and 2016-05, respectively, adopted by the President and Board of Trustees of the Village on March 17, 2016, designated the Redevelopment Area as a redevelopment area, as that term is defined by the Act, and adopted tax increment allocation financing for the Redevelopment Area pursuant to the Act for the purposes of implementing the TIF Plan for the Redevelopment Area.
- (F) The President and Board of Trustees of the Village have determined that the blighting factors described in the TIF Plan are detrimental to the public and impair development and growth in the Redevelopment Area, with the result that it is necessary to incur extraordinary costs in order to develop the Redevelopment Area. The blighting factors in the Redevelopment Area will continue to impair growth and development but for the use of tax increment financing to pay redevelopment project costs (as defined in the Act) which necessarily must be incurred to implement the aforesaid program of redevelopment.
- (G) The Village is the owner of the following parcels of real properties and alley right-of-way, all of which are located in the Village:

Village Owned Parcel 1 ("Parcel 1"):

LOTS 37, 38, 39, AND 40 (EXCEPT THAT PART OF LOT 40 TAKEN FOR HIGHWAYS PURPOSES, AS SHOWN IN DOCUMENT 3275672) IN VOLK BROTHERS 1ST ADDITION TO CHICAGO HOME GARDENS, IN THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 12-26-409-037-0000

COMMON ADDRESS: 8359 Grand Avenue, River Grove, Illinois 60171

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Village Owned Parcel 2 ("Parcel 2"):

THAT PORTION OF LOT 41 IN VOLK BROTHERS 1ST ADDITION TO CHICAGO HOME GARDENS, IN THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH AND WEST OF THE LINE STARTING ON THE SOUTH LINE OF SAID LOT 41 LOCATED 66.44 FEET EAST OF THE SOUTHWEST CORNER AND EXTENDING 31.99' FEET NORTH, TO A POINT THEN EXTENDING EAST 21.99 FEET TO THE POINT INTERSECTING WITH THE NORTH PROPERTY LINE OF SAID LOT 41.

PIN: 12-25-409-009-0000 (before subdivision)

COMMON ADDRESS: 2647 Thatcher Avenue, River Grove, Illinois 60171

Village Owned Parcel 3 ("Parcel 3"):

THAT PART OF A PUBLIC ALLEY, A 16 FOOT RIGHT OF WAY IN VOLK BROTHERS 1ST ADDITION TO CHICAGO HOME GARDENS, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 41 IN SAID VOLK BROTHERS 1ST ADDITION TO CHICAGO HOME GARDENS, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 171 (THATCHER AVENUE); THENCE NORTH 01 DEGREES 48 MINUTES 37 SECONDS WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 16.43 FEET, TO THE SOUTHWEST CORNER OF LOT 40 IN SAID VOLK BROTHERS 1ST ADDITION TO CHICAGO HOME GARDENS, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY OF SAID 16.00 FOOT PUBLIC ALLEY, THENCE SOUTH 78 DEGREES 35 MINUTES 58 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, ALSO BEING THE SOUTHERLY LINE OF SAID LOT 40 AND LOTS 37 THROUGH 39 IN SAID SUBDIVISION, A DISTANCE OF 94.37 FEET TO THE SOUTHEAST CORNER OF SAID LOT 37; THENCE SOUTH 11 DEGREES 24 MINUTES 02 SECONDS WEST, ALONG SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 37, A DISTANCE OF 16.00 FEET TO THE NORTHERLY LINE OF LOT 41 IN SAID VOLK BROTHERS 1ST ADDITION TO CHICAGO HOME GARDENS ALSO BEING THE SOUTHERLY RIGHT OF WAY OF SAID 16.00 FOOT PUBLIC ALLEY, SAID POINT BEING 38.10 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT

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41, AS MEASURED ALONG THE NORTHERLY LINE THEREOF; THENCE NORTH 78 DEGREES 35 MINUTES 58 SECONDS WEST, ALONG SAID NORTHERLY LINE OF LOT 41, ALSO BEING SOUTHERLY RIGHT OF WAY OF SAID 16.00 FOOT PUBLIC ALLEY, A DISTANCE OF 90.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel 1, Parcel 2 and Parcel 3 are collectively referred to as the "Subject Properties."

- (H) The Village desires to convey, and the Developer desires to acquire from the Village, subject to the terms and conditions set forth in this Agreement, the Village's right, title and interest in the Subject Properties. With respect to Parcel 3, the Village shall cause, at Village's sole cost and expense, that part of the alley constituting Parcel 3 to be vacated for the purpose of accommodating the development of a Starbucks retail coffee shop as depicted on **EXHIBIT A**, attached hereto and made a part hereof, but Parcel 3 shall remain subject to all utility easements existing at the time of its vacation to Developer. Upon its vacation, title to Parcel 3 shall vest or be conveyed to Developer and the vacation shall be at no extra cost to Developer, as the value of the vacation being reflected in the Purchase Price. The obligation set forth in this Section shall survive the Closing Date of this Agreement. In the event such obligation is not fulfilled, Purchaser may seek specific performance of this Agreement or any other remedy available to it under the law.
- (I) The Developer proposes to improve the Subject Properties by constructing an approximately two thousand three hundred thirty (2,330) square feet Starbucks retail coffee store, including adjacent parking and drive-thru facilities ("Starbucks"). Collectively, the Starbucks is the "Project Improvement," and its construction is the "Project," both as shown on the Village-approved Preliminary Site Plan ("Site Plan") in **EXHIBIT A**. The Village's approval of the Site Plan is only a preliminary approval of the Developer's concept plan for purposes of entering into this Agreement and does not constitute preliminary or final approval of any building code approvals, zoning approvals or other Village approvals that the Developer needs to construct the Project Improvement.
- (J) On October 18, 2018, the Village Board conducted a public hearing, pursuant to proper notice, relative to the terms, conditions and provisions contained in this Agreement and received a presentation by the Developer regarding its development proposal. At the public hearing, there was an opportunity for proposals from other qualified developers for redevelopment of this certain land within the Redevelopment Area to be heard.

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- (K) The President and Board of Trustees of the Village, after due and careful consideration, have determined that the sale of the Subject Properties to Developer and construction by Developer of the Project Improvement pursuant to this Agreement represents a viable, productive use of the Subject Properties. In addition, the President and Board of Trustees are of the opinion that Parcel 1, which is currently vacant and unused, should be put to productive use, and that Parcels 2 and 3 are necessary for the productive use of Parcel 1, and the Subject Properties should be sold to the Developer because they are no longer necessary, appropriate, or required for use by the Village. Finally, the President and Board of Trustees find and determine that the sale of the Subject Properties and development of the Project pursuant to the terms and conditions contained herein will be in furtherance of the TIF Plan and thereby help relieve conditions of unemployment, increase employment opportunities, improve the environment of the Village, increase the assessed valuation of the real estate situated within the Village, increase the tax revenues realized by the Village, foster increased economic activity within the Village, and otherwise be in the best interests of the Village and the health, safety, morals and welfare of its residents and taxpayers.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises and payment of money as contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

SECTION 2 - INCORPORATION OF RECITALS

The foregoing whereas recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section 2.

SECTION 3 - TRANSFER OF SUBJECT PROPERTIES

(A) **PURCHASE AND SALE.** The Village agrees to sell to the Developer, and the Developer agrees to purchase from the Village, all of the Village's right, title and interest in the Subject Properties.

(B) **PURCHASE PRICE.** The purchase price to be paid by the Developer to the Village for the Subject Properties shall be ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) ("Purchase Price"), payable at closing.

(C) **INITIAL DEPOSIT - EARNEST MONEY.** Developer shall be responsible for making an initial earnest money deposit with the Village of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) in the form of a certified check or other certified funds within forty eight (48) hours of the Village's approval of this Agreement ("Initial Deposit"). The Initial Deposit shall be deposited with Attorneys Title Guaranty Fund, as Escrowee,

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to be held in an account bearing interest for the benefit of Developer and pursuant to a strict joint order escrow ("Escrow"). Except as expressly provided for herein, the Initial Deposit shall be non-refundable to Developer.

(D) LETTER OF UNDERSTANDING AND MATERIALS PROVIDED BY VILLAGE TO DEVELOPER. The Parties acknowledge that the previously executed a Letter of Understanding to allow the Developer to evaluate whether or not to proceed with the Project, and to further that evaluation and its initial due diligence investigations, the Village provided the Developer with the following materials: (i) an existing title policy, showing title in the Village and copies of all existing exceptions to title and all other documents affecting title to the Parcels 1 and 2, including any leases or occupancy agreements; (ii) an existing survey of Parcels 1 and 2; (iii) all existing physical, engineering and environmental studies concerning the Parcels 1 and 2; and (iv) an Appraisal of Parcel 1, dated October 20, 2016. This Agreement shall supersede and replace the Letter of Understanding, which shall no longer be in force or effect.

(E) TITLE INSURANCE. Within thirty (30) days of the Effective Date of this Agreement, the Village, at its cost and expense, shall deliver to the Developer, a title commitment ("Title Commitment") issued by Attorney's Title Insurance Company ("Title Company"), in the amount of the Purchase Price, subject only to (i) the exclusions and conditions contained in the Title Commitment; (ii) the restrictions and reservations, if any, contained in the Deed; (iii) 2018 general real estate taxes not yet due and payable and subsequent years; (iv) existing encroachments; (v) utility and drainage easements and such other covenants, easements, restrictions and matters of record; (vi) any additional easements recommended by the Village Engineer to be part of the conveyance; and (vii) acts done or suffered by or judgments against the Developer (collectively, the "Permitted Exceptions"). If the Title Commitment discloses exceptions to title, which are not acceptable to Developer (the "Unpermitted Exceptions"), Developer shall have thirty (30) days from the delivery of the Title Commitment to object to the Unpermitted Exceptions. Developer shall provide the Village with a title objection letter ("Developer's Objection Letter") listing those matters which are not Permitted Exceptions. The Village shall have thirty (30) days from the date of receipt of the Developer's Objection Letter ("Village's Cure Period") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and the time of Closing shall be extended thirty (30) days. If the Village fails to have the Unpermitted Exceptions removed or in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time ("Proforma Title Policy"), Developer may elect to either (i) terminate this Agreement, at which time the Developer shall be entitled to have the Initial Deposit, minus any reasonable third-party costs incurred by the Village in connection with the Project, returned to Developer, or (ii) Close taking subject to such Unpermitted Exceptions. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as therein shown as to all matters insured by the Title Company, subject only to the Permitted Exceptions. The Developer shall pay

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the cost for any later date title commitment and the cost of the Title Company issuing a Proforma Title Policy to Developer. The Title Commitment shall, at Village's cost, provide for extended coverage. Title endorsements requested by the Developer for its owners' policy and/or loan title policy shall be paid for by the Developer.

(F) SURVEY. Within forty-five (45) days of the Effective Date of this Agreement, the Village shall order and obtain an ALTA/ACSM topographical survey of the Subject Properties, prepared by an Illinois registered surveyor and made in compliance with ALTA and Land Survey Standards (and shall satisfy, at a minimum, Table A Options 6, 8, 10, and 11(b)) dated subsequent to the date of this Agreement, certified to the Developer, the Village and the title insurer, depicting the land, improvements, manholes, structures and utility lines in, over, under or upon the Subject Properties, the locations of all easements upon the Subject Properties or appurtenant thereto (identified by the Recorder's Document Number) and showing encroachments, if any, from or upon adjoining Subject Properties or upon any easements located on the Subject Properties, certifying the number of square feet (or the number of acres) to not less than two decimal points, of the Subject Properties, and further certifying whether or not the land is located within a federal flood plain ("Survey"). A copy of the Survey shall be provided to the Developer by the Village within five (5) days of the Village's receipt of same. The Developer shall pay the cost of the Survey. Upon approval of the Survey, the legal description of the Subject Properties shall be automatically revised to be that of the legal description in the Survey and Title Commitment. At either Party's request, any changes to the legal description shall be confirmed in writing and signed by both Parties. If the Survey discloses any Unpermitted Exceptions, Developer shall have thirty (30) days from the delivery of the Survey to object to the Unpermitted Exceptions. Developer shall provide the Village with a survey objection letter ("Developer's Survey Objection Letter") listing those matters which are not acceptable to Developer. The Village shall have thirty (30) days from the date of receipt of the Developer's Survey Objection Letter ("Village's Cure Period") to have the Unpermitted Exceptions removed from the Survey. If the Village fails to have the Unpermitted Exceptions removed within the specified time ("Updated Survey"), Developer may elect to either (i) terminate this Agreement, at which time the Developer shall be entitled to have the Initial Deposit, minus any reasonable third-party costs incurred by the Village in connection with the Project, returned to Developer, or (ii) Close taking subject to such Unpermitted Exceptions.

(G) DEED. The Subject Properties shall be conveyed to Developer by the Village through a recordable quitclaim deed ("Deed"). The Deed shall provide that the Subject Properties are being conveyed in "AS IS, WHERE IS" condition, including any environmental conditions existing in, on or beneath the Subject Properties." If public utilities, street lighting, sanitary or storm sewers, fire hydrants and related water service lines, public sidewalks or any other above or below grade infrastructure or public improvements are located within any portion of the Subject Properties to be sold, the Village shall reserve in the Deed, a public utility or sidewalk easement of sufficient size to accommodate the repair, replacement, or maintenance of the public facilities or the installation of additional public facilities. The Village Engineer, in his or her discretion,

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shall determine the size of the required easement area. The Deed shall not remove or release any existing non-Village easement rights or other conditions of public record that are enforceable by other persons or private or public entities.

(H) **CONDITION OF THE SUBJECT PROPERTIES.** The Developer acknowledges that the Subject Properties shall be conveyed to Developer by the Village in "AS IS, WHERE IS" condition, including any environmental conditions existing in, on or beneath the Subject Properties. Except as provided for under this Agreement, the Village makes no representations or warranties regarding the physical, environmental or structural condition of the Subject Properties or of any buildings thereon, including but not limited to layout, square footage, zoning, use and occupancy restrictions, susceptibility to flooding or, with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on or affecting the Subject Properties, its soil or groundwater, the scope and extent of any remediation performed on the Subject Properties or the presence or lack of radon, asbestos, underground storage tanks, or other environmental contamination on, in or under the Subject Properties. As part of this Agreement, the Village assigns to Developer any and all rights to any claims it may have against prior owners of the Subject Properties pertaining to the environmental condition of the Subject Properties, except for those rights necessary for the Village to retain to protect itself from such liability.

(I) The Developer expressly acknowledges that it has not relied upon any representation or warranty made by either the Village or any officer, employee, agent or representative of the Village in connection with the Subject Properties, including specifically, without limitation, any warranty or representation as to the condition of the Subject Properties' planning status, topography, grading, climate, air, flood, water rights, water, utilities, present and future zoning, governmental entitlements and restrictions, soil, subsoil, paint or contamination of soil or water, access to public roads, habitability or fitness for any particular purpose, or the presence or absence of any hazardous material.

(J) DUE DILIGENCE PERIOD.

- (1) At any and all times prior to Closing, as defined in Section 5(M) below, Developer shall be entitled to perform any and all additional investigations, structural and system inspections with regard to the physical condition of the Subject Properties, soil reports, engineering studies, surveys and other studies and tests on the Subject Properties which the Developer may reasonably deem necessary, including Phase I and Phase II environmental assessments, as part of Developer's intended redevelopment of the Subject Properties (collectively the "Inspections"). Developer understands, acknowledges and agrees that any Inspections undertaken by Developer prior to Closing shall be at its sole risk and expense, and that the Village shall in no way be obligated to make reimbursement to it for such work should Closing not occur for any reason.

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(2) Developer's access to the Subject Properties to perform the Inspections shall be governed by a temporary access agreement with the Village.

(3) In the event that the Inspections reveal that the Subject Properties are not suitable for the Developer's use, poses a material health, safety or environmental hazard, including the existence of any environmental condition which may be dangerous and/or unacceptable to the Developer, or the presence of any hazardous material, the Developer, shall have the right, in its sole and exclusive judgment, to terminate this Agreement prior to the Closing Date, upon written notice to the Village. If the Agreement is terminated under this Paragraph, the Village shall return the Initial Deposit to the Developer, minus any reasonable, third-Party, out-of-pocket expenses incurred by the Village in connection with the Project, and each Party shall otherwise pay its own costs and expenses incurred under this Agreement and shall not seek reimbursement, contribution or damages from or against the other Party for such costs and expenses or damages of any other kind, including costs incurred by Developer relative to Inspections performed prior to termination.

(4) If the Developer elects to terminate this Agreement pursuant to this Paragraph, Developer shall have the obligation, at the Village's sole discretion, to restore the Subject Properties to their original condition prior to such Inspections, and indemnify the Village, as provided herein.

(K) NO DEBTS. Developer is required to pay all fees, debts, judgments, penalties or other money due and owing the Village prior to or at closing on the Subject Properties. Developer must not be delinquent on payment of any Cook County real estate taxes on the properties owned by it within the Village. Closing may not take place unless all amounts due are satisfied.

(L) OTHER CONDITIONS OF SALE. Prior to closing, Developer is required to provide satisfactory proof to the Village of adequate, available funding to complete the Project.

(M) CLOSING DATE. The Closing Date for conveyance of the Subject Properties ("Closing") shall be within forty five (45) days of the approval and execution of this Agreement, or at some other later time as mutually agreed to by the Parties ("Closing Date").

(N) REAL ESTATE TRANSFER TAXES. The Parties acknowledge that as the Village is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). The Village is obligated to furnish completed Real Estate Transfer Declarations signed by the Village and the Developer in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and Cook County.

(O) CLOSING COSTS/PRORATIONS:

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- (1) Costs. Unless otherwise provided herein, except for each Parties' respective legal fees, all closing costs shall be divided evenly between the Parties.
- (2) Prorations. The Subject Properties currently are exempt from payment of real estate taxes, and there shall be no real estate tax proration given to the Developer at Closing.

(P) BROKERAGE. The Village and Developer each represents and warrants to the other that, in connection with this transaction, no third-Party broker or finder has been engaged or consulted by it or, through such Party's actions (or claiming through such Party) is entitled to compensation as a consequence of this transaction. Each Party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third Parties claiming any right to a commission or compensation by or through acts of that Party or that Party's partners, agents or affiliates in connection with this Agreement. Each Party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder.

SECTION 4 - REDEVELOPMENT OF THE SUBJECT PROPERTIES

(A) CONSTRUCTION OF IMPROVEMENTS.

- (1) The Developer shall provide the Village with a Construction Schedule for approval at least fourteen (14) calendar days prior to Closing. The final Construction Schedule shall be incorporated by reference into this Agreement as **EXHIBIT D**, attached hereto and made a part hereof, upon approval by the Village and made a part hereof. The final Construction Schedule to be submitted by the Developer are subject to the review and approval of the Village staff and the Village Engineer, to ensure that the improvements contained in these documents are in substantial compliance with the Village-approved Project and Site Plan and in conformance with the applicable state, federal county and local rules, regulations and ordinances of the Village or any exceptions or variations from such rules, regulations and ordinances, as approved by the Village President and Board of Trustees. In addition, Developer shall apply for all permits from required to construct the Project Improvement on or before January 15, 2019, with the approved and permitted construction and engineer plans being the "Plans."
- (2) Subject to delays caused by *force majeure*, the Developer shall, following conveyance of the Subject Properties, initiate construction of the Project on the Subject Properties on or before January 31, 2019 in substantial conformance with the Site Plan, Plans and Construction Schedule. Developer shall complete construction of the Project Improvements and receive a final certificate of occupancy from the Village for the Project Improvements on or

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before August 1, 2019. If the Project is not commenced or completed on a timely basis as required herein, the Village's obligations under this Agreement may, following notice and at the sole option of the Village President and Board of Trustees, be declared terminated, in which case the Developer may be obligated to re-convey the Subject Properties and any improvements thereon back to the Village as further detailed in Section 6(A).

(B) **TAXES, FEES AND CHARGES.** Developer agrees to promptly pay or cause to be paid as the same become due, any and all fees, taxes and governmental charges of any kind that may at any time be lawfully assessed with respect to the Project Improvements, the Subject Properties, or as otherwise required under the law or this Agreement. Developer agrees to pay when due, any and all real estate taxes and special assessments with respect to the Project Improvements, the Subject Properties, together with all improvements constructed or to be constructed on the Subject Properties. If Developer fails to timely pay real estate taxes and special assessments when due as required by this Agreement, the Village may, following notice and at the sole option of the Village President and Board of Trustees, declare Developer to be in default, in which case the Developer may be obligated to re-convey the entire Subject Properties and any improvements thereon back to the Village as further detailed in Section 6(A). This obligation and the Village's remedy hereunder shall survive termination and be in full force and effect for a period of ten (10) years following the effective date of this Agreement.

(C) **COMPLIANCE WITH CODES.** The Developer, in constructing the Project shall comply with all applicable local and State codes and requirements, including all requirements in the Village's Zoning Ordinance.

(D) **RIGHT-OF -WAY VACATION; PAVING; USE.**

Parcel 3 shall be vacated and conveyed by the Village to the Developer within twenty-eight (28) days of the Closing, and the Developer shall improve Parcels 2 and 3 in accordance with the Site Plan attached as **EXHIBIT A**. As currently contemplated, there shall not be access from the remaining alley right-of-ways, but there shall be access to the public parking facilities of the Village to the Subject Properties, with the subdivided portion of Parcel 2 being retained by the Village and other parking areas immediately south thereof.

(E) **ZONING RELIEF AND SPECIAL PERMISSIONS.** The Developer shall apply for, and the Village shall be co-applicant for, a special use permit required for Developer's use and operation of the proposed drive-thru facilities in the Project Improvements. The Developer agrees that the Plans and Construction Schedule submitted as part of **EXHIBIT D** shall be in conformance with this Agreement and the Village's Zoning Ordinance.

(F) **SUBDIVISION AND CONSOLIDATION.** The Developer shall have prepared, at the Developer's cost, a Plat of Subdivision, Consolidation and Vacation (collectively

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the "Plats"). The purposes of the Plats include, but are not limited to:

- (1) Vacation of the Parcel 3, Alley Right-Of-Way, by the Village;
- (2) Subdivision of that portion of Parcel 2 (PIN 12-26-409-009-0000) being conveyed to Developer by the Village from that portion of Parcel 2 being retained by the Village;
- (3) Consolidation of the three parcels constituting the Subject Properties into a single PIN;

The Plats, once prepared shall be reviewed and approved by the Village President and Board of Trustees.

(G) VILLAGE COMMITMENT AS TO AWNING AND DIGITAL SIGN LICENSE. Within ten (10) days of the Effective Date, the Village shall send a notice of early termination of the "License Agreement" approved by the Village in Resolution 2016-R-38, on November 17, 2016, pursuant to Section 11 of the License Agreement, so as to permit the Project and Project Improvements to proceed without any encroachment by the neighboring property and improvements thereon.

(H) DAMAGE TO PUBLIC IMPROVEMENTS AND OFF-SITE IMPROVEMENTS. To the extent that the Developer or its employees, contractors, subcontractors or agents damage any private or public utilities or other private or public improvements of any kind that are located on-site or off-site relative to the Subject Properties as part of the construction of the Project, the Developer agrees to promptly repair or replace or restore such damaged improvements with like kind and like quality materials.

(I) JOINT UNDERTAKINGS ON THE PART OF THE VILLAGE AND DEVELOPER. The Village, at no cost to itself, will assist the Developer upon request to secure and obtain any licenses and permits as may be required from any and all public agencies other than the Village for construction of the Project Improvements on the Subject Properties. The Developer, at its cost, shall be responsible for securing all of its necessary approvals, consents, permits, licenses and authorizations.

(J) ECONOMIC INCENTIVES GRANTED FOR THE PROJECT. But for the Village's agreement to sell the Subject Properties at a below market purchase price to the Developer for the benefit of the Project, and to encourage the Developer to construct and manage the Project, the Project would not be economically feasible, and, therefore, the Village approves the Purchase Price set forth herein. With the exception of the foregoing, the Village shall not provide and the Developer shall not receive any other financial incentives available within the Village's Grand Thatcher Redevelopment Project Area Tax Increment Financing District with respect to the Project or Project Improvements.

5. REPRESENTATIONS AND WARRANTIES

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(A) VILLAGE REPRESENTATIONS AND WARRANTIES.

(1) **VILLAGE AUTHORITY.** The Village hereby represents and warrants to Developer that the Village has the requisite power and authority to enter into and fully carry out this Agreement and the sale of the Subject Properties, including the execution of all instruments and documents delivered or to be delivered hereunder. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the Village are and shall be duly authorized to sign the same on the Village's behalf and to bind the Village thereto. The transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration or maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which the Village or the Subject Properties are subject or by which the Village or the Subject Properties are bound.

(2) **DOCUMENTS.** To the best of the Village's knowledge, the information included in the reports and documents delivered or to be delivered to Developer have been and shall be true, correct and complete in all material respects, and the same shall not omit any material information required to make the submission thereof fair and complete.

(3) **RECAPTURE AGREEMENTS.** To the best of the Village's knowledge, there are no obligations in connection with the Subject Properties or any so called "recapture agreement" involving sewer extensions, oversizing of utility lines, offsite infrastructure expense or like expense or charge for work or services done upon or relating to the Subject Properties.

(4) **ROAD IMPROVEMENTS.** To the best of Village's knowledge, there is no agreement or undertaking or bond with any governmental agency respecting construction of any acceleration or deceleration lane, or any access or signalization affecting the Subject Properties or for which the Subject Properties are bound to contribute. In addition, there are no pending improvements to the Subject Properties or to or on adjacent rights of way contemplated by appropriate governmental bodies nor any existing or pending special assessments.

(5) **DONATIONS.** To the best of the Village's knowledge, there are no donations or payments, to or for schools, parks, fire departments or any other public entity or facilities which are, as of the Effective Date, required to be made by an owner of the Subject Properties. Seller affirmatively states that it has not entered into any agreements for such donations or payments.

(6) **POSSESSION AND USE OF THE PROPERTY.** With the exception of the license granted to *Mia Passione* located immediately east of Parcel 1 to install awnings and a digital sign which encroach upon Parcel 1 but which license may be terminated by the Village upon written notice, there are no persons in possession or occupancy of the Subject Properties or any part thereof, nor are there any persons who have possessory

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rights in respect to the Subject Properties or any part thereof. To the best of Village's knowledge, no portion of the Subject Properties has been filled or used as a landfill, graveyard, cemetery or burial site.

(7) LITIGATION. There are no claims, causes of action or other litigation or proceedings pending or, to the best of the Village's knowledge, threatened in respect to the ownership, operation or environmental condition of the Subject Properties or any part thereof.

(8) VIOLATIONS. To the best of the Village's knowledge, there are no violations of any health, safety, pollution, environmental, zoning or other laws, ordinances, rules or regulations with respect to the Subject Properties, which have not been heretofore entirely corrected.

(9) CONDEMNATION. To the best of the Village's knowledge there is no pending, contemplated, threatened or anticipated (i) condemnation of any part of the Subject Properties, (ii) widening, change of grade or limitation on use of streets, roads or highways abutting the Subject Properties, (iii) special tax or assessment to be levied against the Subject Properties, or (iv) change in the zoning classification of the Subject Properties.

(10) MATERIAL INFORMATION. There are no facts or circumstances not disclosed to the Developer of which the Village has knowledge and which have or could have a material adverse effect upon the Subject Properties. The Village agrees to notify the Developer immediately of such facts or circumstances if it becomes aware of the same.

(11) ENVIRONMENTAL MATTERS. To the best of the Village's knowledge, no Hazardous or Toxic Material (as hereinafter defined) exists on or under the surface of the Subject Properties or in any surface waters or ground waters on or under the Subject Properties. To the best of the Village's knowledge, the Subject Properties have not, are not now, and will not prior to Closing, be used as a sanitary landfill, dump site, industrial disposal area, treatment or storage site for Hazardous or Toxic Material, or for any other similar use, on either a permanent or temporary basis. There are no pending, or to the best of the Village's knowledge, anticipated suits, actions, investigations, proceedings, liens, or notices from any governmental or quasi-governmental agency with respect to the Subject Properties, the Village, or Environmental Laws (as hereinafter defined). For purposes of this Agreement, the term Hazardous or Toxic Material shall be defined to include; (i) asbestos or any material composed of or containing asbestos in any form and in any type, or (ii) any hazardous, toxic or dangerous waste, contaminant, pollutant, substance, material, smoke, gas, or particulate matter, as from time to time defined by or for purposes of the Comprehensive Environmental Response Compensation and Liability Act, as amended, and any law commonly referred to as of the date hereof as "Superfund" or "Superlien" or any successor to such laws, or any other Federal, state, or local environmental, health or safety statute, ordinance, code, rule, regulation, order, or decree regulating, relating

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to or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous wastes, substances, material, gas, or particulate matter as now or at any time hereinafter in effect (collectively, the "Environmental Laws").

(12) **MORATORIUM.** To the best of the Village's knowledge, there are adequate sewer, water and storm sewer capacities and facilities available to the Subject Properties and there is no moratorium imposed by any governmental authority with respect to the issuance of building permits affecting the Subject Properties or sanitary sewer water, electricity or other utility connections with respect thereto, or any other item necessary for the construction of the Project Improvements.

(13) **FLOOD HAZARDS.** The Village has not received any notice that the Subject Properties or any part thereof are, and, to the best of its knowledge and belief, no part of the Subject Properties are located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special regulation.

(14) **CONTINUING REPRESENTATIONS.** The Village shall notify the Developer promptly if the Village becomes aware of any transaction or occurrence prior to the Closing Date which would make any of the representations of the Village untrue in any material respect. The representations set forth in this Section shall be continuing and shall be true and correct on and as of Closing with the same force and effect as if made at that time. The obligation of the Developer to close this transaction is, at Developer's option, subject to all representations of the Village contained in this Agreement being true and correct as of the Effective Date and the Closing Date and the timely and proper performance of all obligations of the Village. In the event such conditions are not fulfilled, the Developer may, by notice to the Village, elect at any time after the failure of such conditions to seek specific performance of this Agreement or any other remedy available to it under the law.

(15) **MAINTENANCE OF THE PROPERTY.** The Village shall, at the Village's sole cost and expense, from and after the Effective Date, maintain the Subject Properties free from waste and neglect and shall keep the Subject Properties in full compliance with all applicable federal, state, county and municipal laws, ordinances, regulations, orders and directives.

(16) **TRANSACTIONS AND ENCUMBRANCES AFFECTING THE PROPERTY.** During the term of this Agreement, until the Closing, the Village shall not do, suffer or permit, or agree to do, any of the following: (i) entertain any offer or conduct any negotiations to sell the Subject Properties to a third Party; or (ii) enter into any other transaction in respect to or affecting the Subject Properties; or (iii) sell, encumber or permit the existence of an encumbrance (unless such encumbrance, when combined with any existing mortgage or trust deed, does not exceed the portion of the Purchase Price to be paid at Closing) or grant any interest in the Subject Properties or any part thereof in any form or manner whatsoever, or otherwise perform or permit any act which might diminish or otherwise affect Developer's interest under this Agreement or in or to

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the Subject Properties or which will prevent the Village's full performance of its obligations hereunder.

(B) DEVELOPER'S REPRESENTATIONS AND WARRANTIES

(1) **AUTHORITY.** The Developer represents and warrants to the Village that the Developer has the requisite power and authority to enter into and fully carry out this Agreement and the purchase of the Subject Properties, including the execution of all instruments and documents delivered or to be delivered hereunder. This provision shall survive the Closing and shall not merge with the Deed.

(2) **COMPLIANCE WITH LAWS.** The Developer represents and warrants that the Project and any related Project Improvements made to the Subject Properties during the term of this Agreement shall be constructed, fully completed and maintained in a good and workmanlike manner in accordance with all applicable federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and the building, electric, plumbing and fire codes, that are applicable to the Subject Properties and the Project. The Developer further certifies that:

- (a) It is not barred from contracting with any unit of State or local government as a result of violating 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*
- (b) It has not been convicted of, or is not barred for attempting to, rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act, 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has the Developer and its officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee been so convicted nor made such an admission.
- (c) It shall comply with the Illinois Drug Free Work Place Act.
- (d) It shall comply with the Equal Opportunity Clause of the Illinois Human

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Rights Act and the Rules and Regulations of the Illinois Department of Human Rights and shall not commit unlawful discrimination and shall agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

- (e) It shall comply with its own written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).
- (f) It is and will remain an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein.
- (g) It shall comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160).
- (h) It shall comply with the Americans with Disabilities Act (42 U.S.C. 12101, *et seq.*) and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, *et seq.*).
- (i) Any construction contracts entered into by the Developer relating to the Project and any additional improvements to the Subject Properties shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act and the Illinois Prevailing Wage Act and the federal Davis Bacon Act, if applicable.
- (j) The Developer is neither delinquent in the payment of any tax administered by the Illinois Department of Revenue nor delinquent in the payment of any money owed to the Village.
- (k) It is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40

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and 382, but only to the extent applicable.

The Developer, and its employees, sub-consultants and sub-contractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of this Agreement, now in effect, or which may become in effect during the performance of this Agreement. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago, and the Village of River Grove. In the event that the Developer, or its employees, sub-consultants and sub-contractors, in performing under this Agreement are found to have not complied with any of the applicable laws and regulations as required by this Agreement, then the Developer shall indemnify and hold the Village harmless, and pay all amounts determined to be due from the Village for such non-compliance by the Developer, including but not limited to fines, costs, attorneys' fees and penalties.

(3) The Developer shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

- (a) **Employment of Illinois Workers on Public Works Act Compliance.** To the extent required by law, the Developer agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.).
- (b) **Preference to Veterans Act Compliance.** The Developer will comply with the Preference to Veterans Act (330 ILCS 55).
- (c) **Patriot Act Compliance.** The Developer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in

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Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Developer further represents and warrants to the Village that the Developer and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Developer agrees to defend, indemnify and hold harmless the Village, its elected or appointed officials, president and trustees, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorney s' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

- (d) **Other Laws, Changes in Laws.** The Developer further represents and warrants that it shall comply with all applicable federal laws, State laws and regulations including without limitation, those regulations in regard to all applicable equal employment opportunity requirements, and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Developer agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and State statutes, and further agrees to make all required withholdings and deposits therefor. The Developer agrees to maintain full compliance with changing government requirements that govern or apply to the construction of the Project and any additional improvements thereto, and its operation and maintenance of the Project on the Subject Properties. The Developer understands and agrees that the most recent of such federal, county, State, and local laws and regulations will govern the administration of this Agreement at any particular time. Likewise, the Developer understands and agrees that new federal, county, State and local laws, regulations, policies and administrative practices may be established after the date of this Agreement has been executed and may apply to this Agreement.

(4) **NOTICE OF CLAIMS OR LAWSUITS.** Any claims or lawsuit or complaint of violation of laws that is received by the Developer relative to this Agreement shall be immediately forwarded to the Village in accordance with the notice provisions of this Agreement.

(5) **APPROVAL BY VILLAGE BOARD.** The Developer further acknowledges that because the Village is a municipal entity that this Agreement is subject to the approval of and is not enforceable until approved at an open meeting by the Board of Trustees of the Village of River Grove. If such approval is not so received, this Agreement shall be

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null and void and the Initial Deposit shall be returned to the Developer.

(6) **PROJECT PLAN APPROVAL.** The Developer recognizes and agrees that the Village has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of the Site Plan and final Building Plans and Engineering Plans and elevations, excavation permits, grading permits, building permits and occupancy permits, and failure on the part of the Village to grant or issue any required permit shall not be deemed as the cause of delay by the Developer under this Agreement or give rise to any claim against or liability to the Village pursuant to this Agreement. The Village agrees, however, that such approvals and permits shall not be unreasonably withheld, conditioned or delayed.

(7) **ADEQUATE FUNDING FOR PROJECT.** The Developer has identified adequate funds in an amount not less than that required to complete construction of the Project, plus the cost of any anticipated and unanticipated contingencies, and shall use its best efforts to secure adequate working capital necessary to complete the Project in a timely manner in accordance with the terms of this Agreement.

(8) **MBE/WBE.** The Developer agrees to provide to any of its contractors, and to cause such contractors to provide to each of their subcontractors, a copy of the Minority Business Enterprise/Women Business Enterprise Participation Program description attached to this Agreement as **EXHIBIT B** and made a part hereof. The Developer shall cause the construction contract between itself and the contractor, and each subcontractor for work pursuant to such subcontract on the Project Improvements, to contain the agreement of the contractor or such subcontractor, as appropriate, to use good faith efforts to comply with the requirements of **EXHIBIT B**, but failure by the contractor or a subcontractor to meet any participation goal because of unavailability of MBE/WBE contractors or suppliers at competitive rates shall neither constitute a default under this Agreement by Developer nor give rise to any action by the Village to the detriment of Developer.

(9) **JOB OPPORTUNITIES FOR VILLAGE RESIDENTS - CONSTRUCTION.** Developer agrees to make good faith, commercially reasonable efforts to have its general contractor and subcontractors, to the extent they hire new employees and can include Village residents to work on the Project Improvements, hire Village residents during the course of construction to the extent practical and feasible. Nothing in this Agreement shall require the Developer or its contractors or subcontractors to displace any employees in its current work force to achieve the foregoing goal.

(10) **JOB OPPORTUNITIES FOR VILLAGE RESIDENTS - POST-CONSTRUCTION.** Developer agrees to use its best efforts to hire and retain Village residents for jobs which are initially created or become available after construction of the Project Improvements. Any failure by Developer to meet this goal shall not constitute a default or breach of this Agreement, nor shall such goal create any rights of third Parties, and any failure by Developer to meet this goal shall not subject Developer to third-Party beneficiary claims.

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SECTION 6 – GENERAL PROVISIONS

(A) DEFAULT.

(1) **DEVELOPER BREACH.** In the event Developer fails or refuses to: (i) timely start construction of the Project Improvements on the Subject Properties within the relevant time frames provided for herein, or (ii) timely complete the Project Improvements, within the relevant time frames provided herein, subject to Force Majeure and weather conditions and the mutual agreement of the Parties, or (iii) maintain the Project Improvements following construction in conformance with Village approvals, including the special use permit and Site Plan, and Village standards, or (iv) make timely payment of real estate taxes during the term of the Agreement and for a period of ten (10) years after the effective date of this Agreement, the Village may declare the Developer in default and terminate this Agreement upon thirty (30) days' prior written notice. In such case, at the sole option and direction of the Village Board, if any, Developer shall be obligated to (i) repay to the Village or the applicable taxing body amounts of all taxes, penalties and interest accrued against the Subject Properties during the time period owned by the Developer; and (ii) re-convey title to the Subject Properties by warranty deed (free and clear of any liens, encumbrances, easements or other conditions of title created by Developer or its agents that would prohibit the Village from acquiring fee simple good, marketable title to the Subject Properties) to the Village pursuant to the notice of default, as liquidated damages for the default, both Parties agreeing that under such circumstances actual damages are difficult to estimate but that repayment of taxes, penalties and interest and re-conveyance of the Subject Properties, if exercised by the Village, is the best estimate of damages, and the Village shall not have any responsibility for or obligation to pay Developer any other compensation, damages or penalties to Developer for the re-conveyance of fee simple title to the Subject Properties or improvements made by Developer thereto. Upon re-conveyance by Developer, the Village shall have the right to re-enter and re-possess the Subject Properties and those improvements and personal properties that are not removed by Developer. The obligation of the Developer to pay real estate taxes on the Subject Properties, and the Village's remedy of re-conveyance hereunder shall survive termination of this Agreement and be in full force and effect for a period of ten (10) years following the effective date of this Agreement.

(2) **ADDITIONAL DEFAULT PROVISIONS - RIGHT TO TERMINATE BEFORE THE CLOSING DATE.** Anything to the contrary in this Agreement notwithstanding, this Agreement may be terminated prior to closing by either Party or by mutual consent of the Village and Developer for any reason at any time prior to the Closing Date without any liability, damages or compensation, other than reimbursement of the Village's out-of-pocket expenses from the

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Initial Deposit, being paid to the other Party. Notwithstanding the foregoing, should either Party terminate the Agreement pursuant to this Section, the Village shall immediately return the Initial Deposit to Developer, subject to the deductions thereto allowed for in this Agreement.

(B) NOTICES. Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: (1) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (2) on the next business day after deposit with a nationally- recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery or (3) by facsimile transmission on the day of transmission with the original notice together with the confirmation of transmission mailed by certified or registered mail, postage prepaid, return receipt requested, if addressed to the Parties as follows:

[continued on next page]

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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To the Village:

Village of River Grove
Attention: Village President
2621 Thatcher Avenue
River Grove, IL 60171
Phone: 708-453-8000
Fax: 708-453-0761
Email: mayor@rivergroveil.gov

With a copy to:

Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attn: Gregory T. Smith / Carmen
P. Forte, Jr.
Phone: 312-984-6400
Fax: 312-984-6444
Email: gtsmith@ktjlaw.com /
cpforte@ktjlaw.com

To Developer:

Avalon Equities River Grove, LLC
Attn: Carlo J. Santucci, Manager
3315 Algonquin Road, Suite 600
Rolling Meadows, IL 6008
Phone: 847-506-1000
Fax: 847-506-1113
Email: carlo@avalonreal.com

With a copy to:

John H. Mays, Esq.
Gould & Ratner
222 North LaSalle St, Ste 800
Chicago, IL 60601
Office: 312-899-1618
Fax: (312) 236-3241
Email: JMays@gouldratner.com

(C) ASSIGNMENT. Developer shall neither assign nor transfer Developer's interest and obligations in this Agreement without the prior written consent of the Village, and provided further, that Developer shall not be released from its obligations hereunder as a result of such assignment. In the event the Village shall consent to an assignment, Developer shall deliver to the Village a copy of the fully executed assignment and assumption by Developer as assignor and the assignee within five (5) business days of the closing on the assignment.

(D) PARAGRAPH HEADINGS. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

(E) APPLICABLE LAW AND PARTIES BOUND. This Agreement relates to the sale and development of Subject Properties located in the County of Cook, State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The Parties, and their respective heirs, grantees, legal representatives, successors and permitted assigns, agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

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(F) ATTORNEYS' FEES. In the event either Party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing Party.

(G) COMPLETENESS AND MODIFICATIONS. This Agreement and Exhibits referenced herein constitute the entire agreement between the Parties with respect to the transaction contemplated herein, and shall supersede all prior discussions, understandings or agreements between the Parties. This Agreement may not be amended, modified or otherwise changed in any manner except by a writing executed by the Parties hereto.

(H) NO MERGER. The obligations, representations and warranties herein contained shall not merge with transfer of title but shall survive the Closing and remain in effect until fulfilled.

(I) RECORDING. The Village shall have the right to record this Agreement or any memorandum or short form of this Agreement against the Subject Properties.

(J) COUNTERPARTS. This Agreement may be executed in counterparts, all of which counterparts taken together shall be deemed to be but one original.

(K) SEVERABILITY. If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

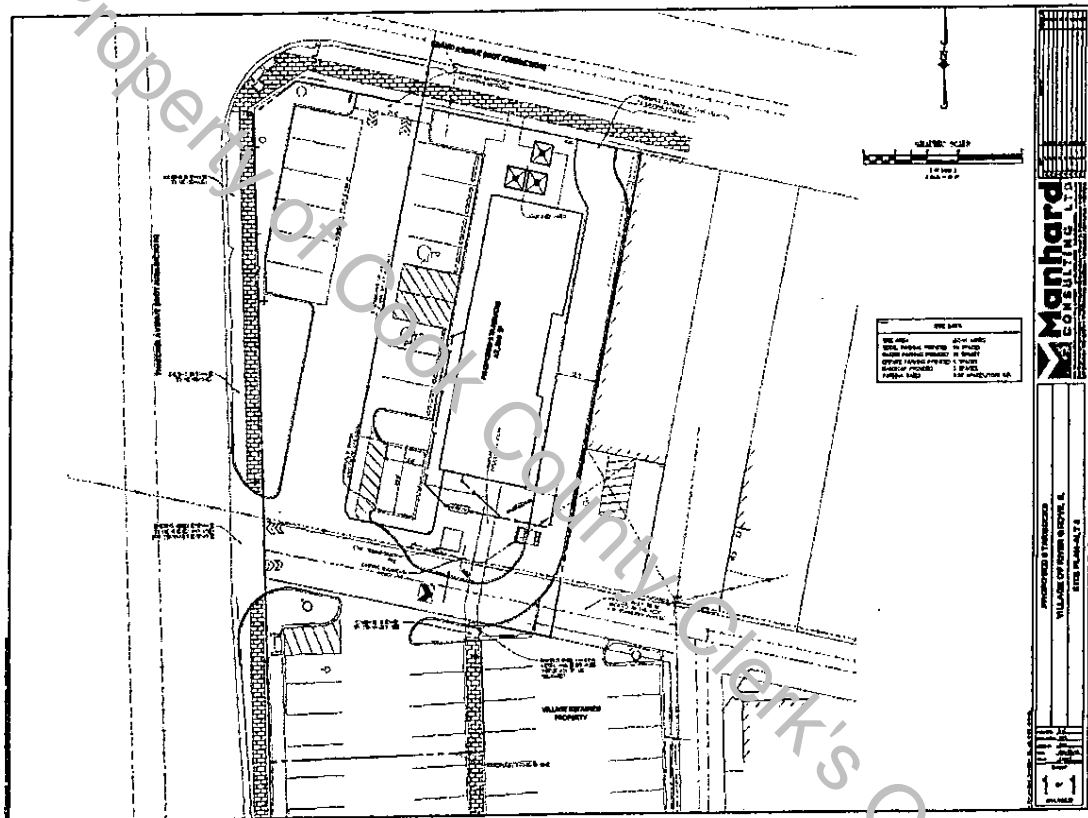
(L) UNIFORM VENDOR AND PURCHASER RISK ACT. The provisions of the Uniform Vendor and Purchaser's Risk Act of the State of Illinois shall be applicable to this Agreement.

(M) DISCLOSURE AFFIDAVIT. In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Agreement by the Village, the Developer as an owner, authorized trustee, corporate official or managing agent, must submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary having any interest, real or personal, in the property, and every shareholder entitled to receive more than 7 1/2% of the total distributable income of any partnership, limited liability company, or corporation having any real interest, real or personal, in the property, or, alternatively, if the interest, stock, or shares in a limited liability company, corporation, or general partnership is publicly traded and there is no readily known individual having greater than a 7 1/2% interest, real or personal, in the property, then a statement to that effect, subscribed to under oath by a member, officer of the corporation, general partner, or managing agent, or his or her authorized attorney shall be provided. The sworn affidavit

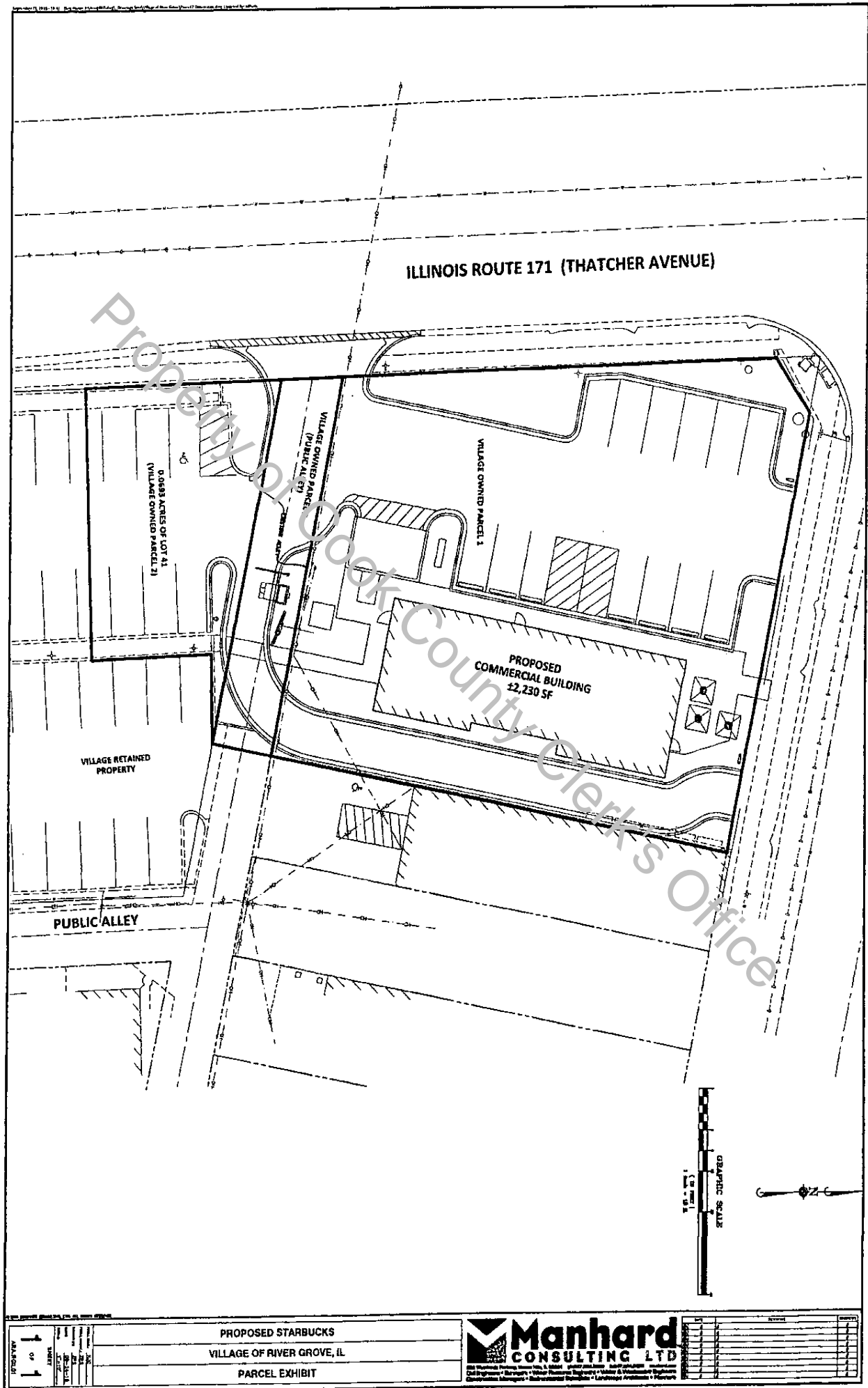
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EXHIBIT A

SITE PLAN



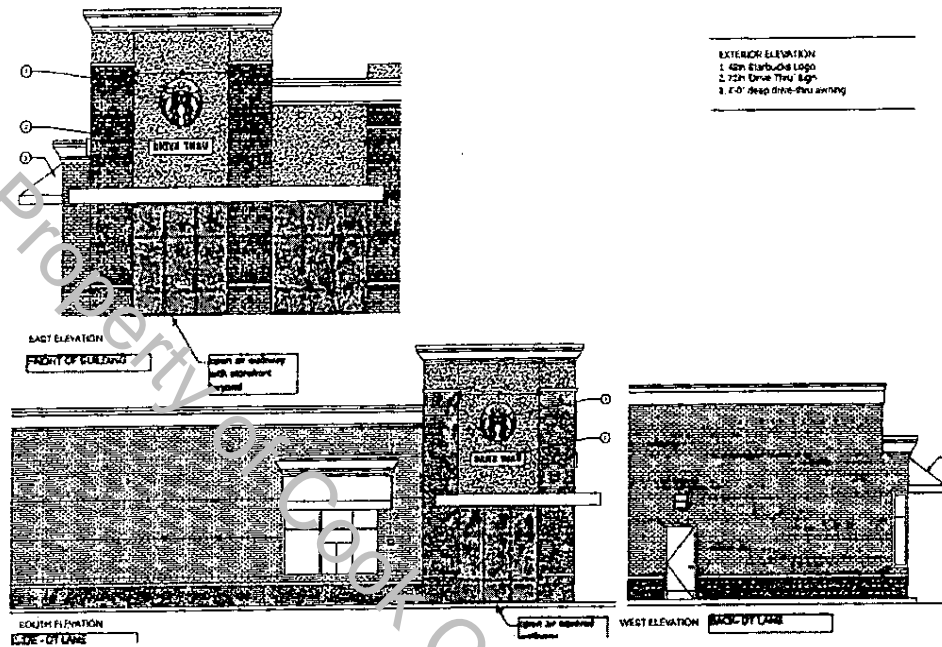
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TOWER ELEMENT & ELEVATED STOREFRONT EXAMPLES

Tower Element



Elevated Storefront Design



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EXHIBIT B

VILLAGE OF RIVER GROVE MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION PROGRAM

Policy and Terms

A. It is the policy of the Village of River Grove to assure that businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) be provided fair and representative employment and business opportunities in the procurement of goods and services and the award of construction contracts for publicly-supported facilities. By implementation of the MBE/WBE Participation Program, it is not the intent, nor will the Village compromise the quality of services provided through the procurement processes.

The purpose of the Village MBE/WBE Participation Program is to ensure that qualified minority and women businesses have the maximum opportunity to compete for and perform contracts and/or subcontracts for supplies and services. Through the establishment of voluntary goals, the Village will encourage and provide for the increased practicable participation by qualified business enterprises owned by minorities and women.

B. The Village hereby establishes the voluntary goal to award 20% of all contracts and/or subcontracts for supplies and services to businesses certified as MBE/WBE.

C. This voluntary commitment can be met by businesses as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the prime contractor's business or by any combination of the above.

Definitions

"Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill, and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE/WBE participation may be formed among certified MBE/WBE firms or between certified MBE/WBE firms and Non-MBE/WBE firms.

"Certified MBE, WBE or Certified Non-MBE/WBE" includes any qualified

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contractor, subcontractor providing labor, services, products or materials for the Village of River Grove, who has been certified by one of the agencies or programs listed below:

- City of Chicago Department of Purchases, Contracts and Supplies
- Chicago Regional Purchasing Council
- Chicago Transit Authority
- County of Cook
- Illinois Department of Transportation
- METRA
- Pace
- Women Business Enterprise Initiative Program

Procedure to Determine Compliance

Under the supervision of the Village Engineer, each department will be responsible for assuring full compliance with the MBE/WBE Participation Program including obtaining and maintaining documentation of outreach efforts and good faith efforts to achieve MBE/WBE goals. Of specific concern is adequate documentation of 1) unsuccessful efforts to solicit MBE/WBE prime contractors, subcontractors or joint venture partners; and 2) MBE/WBE participation being deemed not feasible based upon the expense of such participation.

Waiver of Procedures

The requirements set forth in these Procedures shall not apply where the Village Engineer determines that MBE/WBE subcontractor participation is impracticable. This may occur whenever the Village Engineer determines that for reasons of time, need, industry practices or standards not previously known by the Village, or such other extreme circumstances as may be deemed appropriate, such a waiver is in the best interests of the Village.

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KTJ DRAFT 10-3-18

EXHIBIT C**DISCLOSURE AFFIDAVIT**

STATE OF ILLINOIS)
) ss:
 COUNTY OF COOK)

I, JOSEPH C. SANTUCCI
 reside at 3315 ALGONQUIN ROAD (SUITE 600)
 in the City/Village of ROLLING MEADOWS, County of COOK, State of IL
60008, being first duly sworn and having personal knowledge of the property in
 question, swear to the following:

1. That, I am over the age of eighteen and the (check one of the following) ☐ owner, ☐ authorized trustee, ☐ corporate official or ☒ managing agent of AVALON EQUITIES RIVER GROVE, LLC, that is interested in purchasing the property being sold by the Village of River Grove (the "Village").

2. That, the property in question has a common street addressed referred to as: 8359 W. GRAND AVE. - RIVER GROVE, IL, in COOK County, State of Illinois and with a Permanent Index Number of 12-26-409-037;
12-26-409-009;
vacated public alley
 ("property").

3. That, I understand that pursuant to 50 ILCS 105/3.1, prior to the execution of the Agreement for the Sale of Real Estate between the Developer and the Village, state law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who shall acquire or obtain any interest, real or personal, in the property, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation who shall acquire or obtain any interest, real or personal, in the property after the transaction contemplated by the Agreement for the Sale of Real Estate, which this Affidavit is a part of, is consummated.

4. As the owner, authorized trustee, corporate official or managing agent, I declare under oath that (choose one):

(a) ☒ The owners or beneficiaries of the Trust are: JOSEPH C. SANTUCCI
AS A SINGLE MEMBER MANAGER
OF AVALON EQUITIES RIVER GROVE LLC
 _____, or

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KTJ DRAFT 10-3-18

- (b) ☒ The partners, shareholders or members with more than 7½% interest are: _____

_____, or

- (c) ☒ The partnership, limited liability company or corporation is publicly traded and there is no readily known individual having greater than 7½% interest in the corporation.

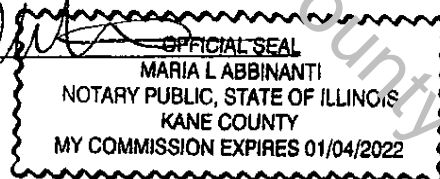
This Affidavit is made to induce the Village to sell the property to the following named Developer AVALON EQUITIES RIVER GROVE LLC, in accordance with 50 ILCS 105/3.1.

AFFIANT:

[Signature] MANAGER

SUBSCRIBED AND SWORN to before me
this 4 day of Oct, 2018.

[Signature]
Notary Public



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KTJ DRAFT 10-3-18

EXHIBIT D

**FINAL BUILDING PLANS AND ENGINEERING PLANS AND CONSTRUCTION
SCHEDULE**

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

Property of Cook County Clerk's Office

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EXHIBIT C

Publisher's Certificate of Property Conveyance Notification

(attached)

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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CHICAGO TRIBUNE

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Sold To:
 Village of River Grove - CU00410459
 2621 Thatcher Ave
 River Grove, IL 60171

Bill To:
 Village of River Grove - CU00410459
 2621 Thatcher Ave
 River Grove, IL 60171

Certificate of Publication:

Order Number: 5903650
 Purchase Order: N/A

State of Illinois - Cook

Chicago Tribune Media Group does hereby certify that it is the publisher of the Elm Leaves. The Elm Leaves is a secular newspaper, has been continuously published Weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Elmwood Park, Township of Leyden, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the Elm Leaves, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 10/4/2018, and the last publication of the notice was made in the newspaper dated and published on 10/4/2018.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: Oct 04, 2018.

Elm Leaves

In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

4th Day of October, 2018, by

Chicago Tribune Media Group

Stefanie Bobie

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CHICAGO TRIBUNE

media group

NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED REDEVELOPMENT AGREEMENT AND SALE OF VILLAGE-OWNED LAND

Notice is given that a public hearing will be held on Thursday, October 18, 2018, at 6:30 p.m. in the Village of River Grove Community Center, 2607 Thatcher Avenue, River Grove, Illinois ("Public Hearing"), on a proposed Redevelopment Agreement relating to the sale, conveyance and redevelopment of the below-described Village-owned real properties to Avalon Equities River Grove, LLC for construction of a 2,400 square foot Starbucks retail coffee store at 8359 Grand Avenue, River Grove, Illinois, including construction of parking and drive-thru facilities. The real properties proposed to be conveyed and redeveloped are located within the Grand Thatcher Redevelopment Project Area Tax Increment Financing District, and will be developed pursuant to the provisions of the "Tax Increment Allocation Redevelopment Act," 65 ILCS 5/11-74.4-1 et seq., as amended ("TIF Act"). Copies of the proposed Redevelopment Agreement have been available as of October 1, 2018 for examination in the Village Clerk's Office at 2621 Thatcher Avenue, River Grove, Illinois 60171, on weekdays from 8:00 A.M. to 4:00 P.M.

The development area relating to the proposed Redevelopment Agreement is as follows:

Village Owned Parcel 1: Lots 37, 38, 39, And 40 (except that Part of Lot 40 taken for Highways Purposes, as shown in Document 3275672) in Volk Brothers 1st Addition to Chicago Home Gardens, in the Southeast 1/4 of Section 26, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

PIN: 12-26-409-037-0000

COMMON ADDRESS: 8359 Grand Avenue, River Grove, Illinois 60171

Village Owned Parcel 2: That portion of Lot 41 in Volk Brothers 1st Addition to Chicago Home Gardens, in the Southeast 1/4 of Section 26, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, lying north and west of the line starting on the south line of said Lot 41 located 66.44 feet west of the southwest corner and extending 31.99 feet north, to a point then extending east 21.99 feet to the point intersecting with the north property line of said Lot 41.

PIN: 12-26-409-009-0000 (before subdivision)

COMMON ADDRESS: 2647 Thatcher Avenue, River Grove, Illinois 60171

Village Owned Parcel 3: That portion of the existing public alley right-of-way lying west of the east line of Lot 37 in Volk Brothers 1st Addition to Chicago Home Gardens, in the Southeast 1/4 of Section 26, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, extended south to the north property line of Lot 41 in Volk Brothers 1st Addition to Chicago Home Gardens, in the Southeast 1/4 of Section 26, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Prior to and at the Thursday, October 18, 2018, Public Hearing, all interested persons may file with the Village Clerk written comments and may be heard orally with respect to any issues regarding the proposed Redevelopment Agreement. Written comments are invited and can be sent in advance of the Public Hearing to the River Grove Village Clerk, 2621 Thatcher Ave, River Grove, Illinois 60171.

The Village invites alternative redevelopment proposals for the above real properties. Such proposals should be submitted to the Village Clerk's Office no later than 4:00 p.m. on the day prior to the Public Hearing.

Published by Order of the Corporate Authorities
of the Village of River Grove, Cook County, Illinois,
Marjorie A. Manchen, Village Clerk
10/04/2018 5903650

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

CERTIFICATE


I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of River Grove, Cook County, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's President and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of River Grove Ordinance No. 2018-21, entitled:

**AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT
 BY AND BETWEEN THE VILLAGE OF RIVER GROVE, COOK COUNTY, ILLINOIS
 AND AVALON EQUITIES RIVER GROVE, LLC**

This Ordinance was passed and approved by the Village's President and Board of Trustees on October 18, 2018. A true, correct and complete copy of this Ordinance was published in pamphlet form on October 18, 2018.

Given under my hand and official seal at the Village of River Grove, Cook County, Illinois, this 18 day of October, 2018


 Hon. Marjorie A. Manchen
 Village Clerk

by:  DVC

