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KAREN A. YARBROUGH

COOK COUNTY CLERK

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REDEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT

THIS REDEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT (the "Agreement") is made as of the Effective Date (as that term is defined herein) between the **VILLAGE OF RIVERSIDE**, an Illinois municipal corporation located at 27 Riverside Road, Riverside, Illinois (the "Village"), and **MEV RIVERSIDE LLC**, an Illinois limited liability company located at 350 West Hubbard Street, Suite 250, Chicago, Illinois 60654 (the "Developer"). The Village and the Developer are sometimes referred to herein collectively as the "Parties," and individually as a "Party."

SECTION I – PRELIMINARY STATEMENTS

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

WHEREAS, the Village is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the Illinois Constitution of 1970 and a non-home rule municipality under Section 7 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, the Illinois Constitution of 1970 provides, in pertinent part, at Article VII, Section 10(a), that units of local government may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, 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, and to enter into contractual agreements with third persons to achieve these purposes; and

WHEREAS, the Village President and Board of Trustees of the Village have acknowledged that in order to accomplish its goal of promoting the health, safety and welfare of its citizens, there is sometimes a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in commercial enterprises within the Village; and

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WHEREAS, the Village has identified certain areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies, deteriorating buildings, and deteriorating site improvements, which factors, if not addressed, shall result in a disproportionate expenditure of public funds, a decline of the Village's tax base and loss of job opportunity for its residents; and

WHEREAS, pursuant to the Illinois Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3-1, et seq., as amended from time to time ("Business District Development Act"), and pursuant to Ordinance No. 3063, adopted on June 20, 2020, as amended from time to time, the Village President and Board of Trustees of the Village have designated the "Harlem Avenue Business District No. 2" ("Business Development District"), in which the Board of Trustees have imposed a retailers' occupation tax and service occupation tax in the amount of one percent (1%) on all commercial operations within the boundaries of the Business Development District, to be used to pay costs incurred with the planning, execution and implementation of the Business Development District development plan ("Business Development District Plan"), with said Business Development District being legally described and depicted as set forth in **EXHIBIT 1-A and EXHIBIT 1-B**, respectively, attached hereto and made part hereof; and

WHEREAS, Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) authorizes the corporate authorities of each municipality to appropriate and expend funds for economic development purposes as deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, Section 8-11-20 of the Illinois Municipal Code (65 ILCS 5/8-11-20) authorizes the corporate authorities of each municipality to enter into economic incentive agreements relating to the redevelopment of land within the municipality, and to share or rebate a portion of the retailers' occupation tax generated by the redevelopment; and

WHEREAS, the Developer is the contract purchaser of real estate located within the corporate limits of the Village of Riverside, Illinois, located at 3300 S. Harlem Avenue, with a PIN of 15-36-209-033-0000 (the "3300 Harlem Property"), which is currently developed with a building previously used as a bank (the "Former Bank Building"), along with associated parking, and 3320 S. Harlem Avenue, Riverside, Illinois, with a PIN of 15-36-212-013-0000 (the "Parking Lot Property" and, collectively with the 3300 Harlem Property, the "Property"), which is currently developed as a parking lot. The Property is legally described in **Exhibit 2** attached hereto and made a part hereof; and

WHEREAS, the Developer, upon acquisition of the 3300 Harlem Property, desires to demolish the Former Bank Building and to then redevelop the 3300 Harlem Property with a freestanding building that will be leased for use as a Sherwin Williams retail paint store (the "Paint Store"). Collectively, the Paint Store and associated site facilities and improvements on the 3300 Harlem Property are the "Improvements," and the purchase and redevelopment of the 3300 Harlem Property for the Paint Store use is the "Project." The estimated total cost of the Project is One Million Eight Hundred Sixty One Thousand Five Hundred and 00/100 Dollars (\$1,861,500.00); and

WHEREAS, the proposed Improvements are as shown on the initial Site Plan and Elevation documents attached hereto and made a part hereof as **GROUP EXHIBIT 3** (the "Preliminary Plans"). The Village's approval of the Preliminary Plans is only a preliminary approval of the Developer's concept plan for purposes of entering into this Agreement and does not constitute final approval of any building plan approvals or zoning relief that the Developer needs to construct the Project; and

WHEREAS, Developer has represented that it would be unable to undertake the Project without the provision of certain economic incentives by the Village, including the waiver of certain fees and sharing a part of the sales tax generated by the Project after its completion, which the Village is willing to provide under the terms and conditions set forth herein, and the Village and the Developer acknowledge and agree that but for the incentives to be provided by the Village, the Developer cannot successfully and economically develop the Project in a manner satisfactory to the Parties; and

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WHEREAS, the President and Board of Trustees of the Village, after due and careful consideration, are of the opinion that the 3300 Harlem Property should be put to productive use and should be redeveloped by the Developer for the uses specified herein, and find that entering into this Agreement and the provision of the economic incentives specified herein, is in the best interests of the Village, based on, among other things, findings that:

1. The Village deems it to be of significant importance to encourage development and redevelopment within the Village, so as to maintain a viable real estate tax, sales tax and commercial tax base, commercial occupancy rate, and to create employment opportunities;
2. The Property has been vacant for approximately two (2) years and the assessed value is low for this vacant commercial property;
3. The Project is anticipated to enhance the Village's real estate, sales tax and commercial property tax base, commercial occupancy rate, and create employment opportunities;
4. The Project is located at a prime location, along the busiest commercial corridor in the Village, and will serve to further enhance development in the B-1 Business Zoning District by creating additional opportunities for future corridor redevelopment;
5. The Project is expected to create job opportunities within the Village;
6. The Project will offer additional opportunity for the Village in the acquisition of the Parking Lot Parcel;
7. Without this Agreement, and the economic incentives provided herein, the redevelopment of the 3300 Harlem Property with the Project would not be possible;
8. The Developer meets high standards of creditworthiness and financial strength as demonstrated by evidence provided to the Village; and
9. The Project is anticipated to provide long-term new revenue to the Village in the form of additional business district sales tax and sales tax, as well as an increase in the commercial real estate property tax base of the Village, thereby enhancing the commercial and overall tax base of the Village.

WHEREAS, the Developer or Developer's affiliated entity, upon acquisition of the Parking Lot Property, desires to convey the Parking Lot Property to the Village, and the Village desires to acquire the Parking Lot Property from the Developer or Developer's affiliated entity, pursuant to the terms and conditions set forth herein; and

WHEREAS, this Agreement has been submitted to the Developer for consideration and review, the Developer has taken all actions required to be taken prior to the execution of this Agreement, including the approval of necessary corporate resolutions and other appropriate Developer documents, in order to make the same binding on the Developer in accordance with their respective terms, and any and all actions of the Developer prior to the execution of this Agreement have been undertaken and performed in the manner required by law; and

WHEREAS, the President and Board of Trustees have further determined that the development of the Project in accordance with the terms and conditions of this Agreement represents a viable, productive use of the Property, will be in furtherance of the economic development goals of the Village and Business District Development Plan, and will thereby help relieve conditions of unemployment, increase employment opportunities, improve the environment of the Village, increase the quality commercial stock of the Village, increase the assessed valuation of the real estate situated within the

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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.

SECTION II – INCORPORATION OF PRELIMINARY STATEMENTS AND EFFECTIVE DATE/TERM.

1. **INCORPORATION:** The foregoing preliminary statements 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 II.
2. **EFFECTIVE DATE/TERM:** This Agreement shall become effective as of the date that the Village President and Village Clerk sign the Agreement below (the "Effective Date"). Unless otherwise terminated in conformance with this Agreement, the term of this Agreement shall run until the conclusion of the Sales Tax Sharing Term, as defined below in Section III.B. The following provisions shall survive termination of all or a portion of this Agreement: VI.2., V.6.B, V.9.A, V.9.B.

SECTION III – ECONOMIC INCENTIVES.

1. **ECONOMIC INCENTIVES:** It is understood by the Parties and declared by the Village that the Project is unique in that the Property is in a prime commercial corridor location and at an entrance to the Village, has been vacant and unused for two (2) years, and for the other reasons specified above in the recitals above. The economic incentives contained in this Agreement are therefore unique to this Property and Project.

2. **VILLAGE SALES TAX SHARING:**

- A. **Commencement Date and Sharing Term.** Once the Paint Store has received a final certificate of occupancy and is open for business, the sales tax sharing term shall commence the first day of the next following month (the "Commencement Date"), and shall continue until the earlier of thirteen (13) years from the Commencement Date, or until the Developer has received One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) in Sales Tax Sharing payments (the "Sales Tax Sharing Term"). The Village shall provide the Developer with a notice of the Commencement Date.

- B. **Sales Tax Sharing.** After the Commencement Date, so long as Developer is in compliance with its obligations under this Agreement and has met the required prerequisites, and for the entirety of the Sales Tax Sharing Term as defined above, the Village shall once per year pay to the Developer a sum which totals 100% of the Village's one percent (1%) Business District Sales Tax, as defined in § III.3.A(i) below ("Business District Sales Tax"), and 60% of the Village's 1% Sales Tax, as defined in § III.3.A(ii) below (the "Sales Tax," and, collectively with the Business District Sales Tax, the "Sales Tax Sharing") paid by the operator of the Paint Store to the Illinois Department of Revenue during each preceding 12-month period for sales at the Paint Store operating on the 3300 Harlem Property. The sum total of the Sales Tax Sharing is 80% of the total of the combined Business District Sales Tax and the Sales Tax.

- C. **Annual Payment.** The annual Sales Tax Sharing by the Village to the Developer shall occur on or prior to the anniversary of the Commencement Date starting with the first anniversary of the Commencement Date.

3. **SALES TAX SHARING MECHANISMS:**

- A. **Definitions.**

- (i) For the purposes of this Agreement, the use of the term "Business District Sales Tax" shall be construed to refer to the one percent (1%) tax generated pursuant to the Business District Development Act by sales by the Paint Store at the 3300 Harlem

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Property, and which are actually collected by the Village from the State of Illinois each year.

(ii) For the purposes of this Agreement, the use of the term "Sales Tax" shall be construed to refer that one percent (1%) portion of the retailers' occupation tax levied and imposed upon the sales at retail by the Paint Store at the 3300 Harlem Property, paid to the Illinois Department of Revenue and returned to the Village as its one percent (1%) local share.

B. Tax Returns; Sales Tax Sharing Prerequisites.

(i) The Developer shall furnish or cause the operator of the Paint Store at the 3300 Harlem Property to authorize the release to the Village copies of Illinois sales tax returns and any amended Illinois sales tax returns or such portions thereof which disclose the reported sales taxes derived from operations on the 3300 Harlem Property, and will permit the individual sales tax reporting for the Paint Store operator to be given to the Village by the Illinois Department of Revenue (the "Tax Returns"). The requirement of facilitating the release of the Tax Returns to the Village on an annual basis shall be included by the Developer in its lease to the Paint Store operator. The Tax Returns shall be delivered no later than thirty (30) days after the filing with the Illinois Department of Revenue or successor agency of the Illinois sales tax return for the last month of the applicable twelve (12) month period. The Tax Returns and other information provided must be in a format that will allow the Village to determine the appropriate amount of Sales Tax Sharing for a particular year. Absent receipt of the Tax Returns and other information necessary to ascertain the correct amount of Sales Tax Sharing for a particular year, the Village shall have no obligation to make a Sales Tax Sharing payment to the Developer.

(ii) Developer acknowledges that the Sales Tax Sharing is premised on a Sherwin Williams Paint Store being open and operating at the 3300 Harlem Property, and that should such Paint Store cease to operate at that location for reasons other than a Permitted Closure, the Village shall have no further obligations to make Sales Tax Sharing payments. In order for the Developer to receive Sales Tax Sharing for a particular year, except for a Permitted Closure, the Paint Store must be open and operating, and all sales of paint and other taxable items by the Paint Store, whether in person or by mail and shipped from the 3300 Harlem Property, must be credited as taxable sales occurring within the Village. Absent compliance with the foregoing, the Village shall have no obligation to make a Sales Tax Sharing payment to the Developer. For purposes of this paragraph, a "Permitted Closure" shall mean and include any of the following: (i) any reason, event or circumstance outside of tenant's reasonable control, including casualty, condemnation, acts of third parties, or other force majeure events (which shall include, without limitation, governmental restrictions impacting tenant's ability to fully use and enjoy the 3300 Harlem Property for its intended use); (ii) reasonable periods for maintenance or repairs, including any necessary replacements, or cleaning; or (iii) any temporary and reasonable periods of closure due to voluntary repairs, restoration, renovation or remodeling of or to the 3300 Harlem Property, inventory assessment, assignment or subletting, or due to any State or federal holidays (or the date such holidays may be observed), including Easter Sunday, Memorial Day, July 4 (Independence Day), Labor Day, Thanksgiving, Christmas and New Year's Day.

(iii) The Village shall have no obligation to make a Sales Tax Sharing payment to the Developer when the Developer is delinquent in the payment of, or otherwise owes to the Village, any fees, debts, judgments, penalties or other money, or is delinquent in the payment of any Cook County real estate taxes on property owned by it within the Village.

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C. **Confidentiality.** The Village shall have the right to audit Business District retailers' occupation tax and service occupation Tax Returns and Illinois retailers' occupation tax and Illinois service occupation Tax Returns filed with the Illinois Department of Revenue, and in order to effectuate the proper administration of the tax and sales tax sharing due hereunder. In the event of such audit, the Developer is obligated to facilitate the provision by the Developer of all information reasonably necessary for the Village to conduct such audit. The Village hereby represents and warrants that any and all information regarding Tax Returns shall be held confidential to the extent allowed under the law, and shall be used only for the purpose of calculating any amounts due and owing to Developer pursuant to this Agreement.

The Parties acknowledge that the Tax Returns and information included therein may be disclosable in the event that the Village receives a request pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*, as amended (the "FOIA")) for information contained in the returns. The Developer understands and agrees that the provisions of this Agreement shall be a matter of public record, as shall any and all payments to the Village and from the Village pursuant to this Agreement. Developer agrees that the Village's compliance with any court order to produce information shall not subject the Village to any liability hereunder for said information release.

D. **Reimbursement Mechanism.** Not later than sixty (60) days after receipt of the Tax Returns from the Illinois Department of Revenue, the Village shall remit in full to the Developer at the address specified below the Developer share of the Sales Tax Sharing revenue for that particular 12-month reporting period. Such information may be delayed if the Village conducts an audit or otherwise requires additional or different information in order to reconcile the amount of tax sharing owed. Such delay in no event shall exceed one hundred twenty (120) days after the Village's receipt of the Tax Returns. The Village shall, however, pay any undisputed amount within the sixty (60) time period.

E. **Cessation of Tax.** In the event that the Village ceases to receive Business District Sales Tax or the Sales Tax from the Project, as a result of a change in the law, and no alternate tax is enacted to replace the Business District Sales Tax or Sales Tax, the Village shall not be obligated to make any further payments of the applicable tax hereunder.

F. **Limited Obligation.** The payment of the Sales Tax Sharing to the Developer under this Agreement is a limited obligation of the Village. The payment of the Sales Tax Sharing under this Agreement is not a general obligation of the Village, and the Village's full faith and credit are not pledged or encumbered to provide the Developer with the Sales Tax Sharing.

4. **VILLAGE FEE WAIVERS:** The Village shall waive the first Forty Thousand and 00/100 Dollars (\$40,000.00) in building review and permit fees ("Waived Fees") incurred by the Developer regarding the Project. Waived Fees shall be tracked by the Village's Finance Department and the running total shared with Developer on a monthly basis until the maximum amount of Waived Fees is reached.

SECTION IV – REDEVELOPMENT OF THE 3300 HARLEM PROPERTY.

1. **CONSTRUCTION OF IMPROVEMENTS:** The Developer shall provide the Village with the Final Plans for the Project within ninety (90) days of its acquisition of the 3300 Harlem Property. The Final Plans shall be attached hereto as GROUP EXHIBIT 4 and made a part hereof subsequent to the execution of this Agreement and upon approval by the Village. The Final Plans to be submitted by the Developer are subject to the review and approval of the Village President and Board of Trustees of the Village at an open meeting, with recommendations by Village staff and the Village Engineer. Approval of the Final Plans by the Village shall not be unreasonably withheld, provided that: (a) the Final Plans are in substantial conformance with the Preliminary Plans and this Agreement; (b) the Project is designed in accordance with the applicable rules, regulations and ordinances of the state, federal, county or local governing bodies, including the Village, subject to any exceptions or variations from such rules, regulations and ordinances, as approved by the Village President and Board of Trustees; and (c) the use of the 3300 Harlem Property is consistent with the intended use contemplated under this Agreement.

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The Developer, subject to force majeure and receipt of all applicable approvals, shall initiate construction of the Project on the 3300 Harlem Property on or before two hundred seventy (270) days following its acquisition of the 3300 Harlem Property. The Project shall be constructed in accordance with the Final Plans attached hereto and made a part hereof as GROUP EXHIBIT 4, and shall be substantially completed on or before December 31, 2022. The dates for commencement and completion of construction may be extended by mutual agreement of the Parties

The failure of the Developer to commence or complete the Project on a timely basis as required herein (subject to force majeure and receipt of all applicable approvals, as the case may be), shall, following notice and an opportunity to cure as provided for in Section VI.1., constitute a default which may lead to termination of this Agreement and the Village's obligations hereunder.

2. ADDITIONAL UNDERTAKINGS ON THE PART OF THE DEVELOPER:

A. **Real Estate Taxes and Fees.** 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 3300 Harlem Property, or as otherwise required under the law or this Agreement, including but not limited to any and all real estate taxes and special assessments with respect to the 3300 Harlem Property, if any. The failure of the Developer to timely pay real estate taxes and special assessments when due as required herein, shall, following notice and an opportunity to cure as provided for in Section VI.1., constitute a default which may lead to termination of this Agreement and the Village's obligations hereunder.

B. **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 3300 Harlem Property 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.

C. **No Debts.** Developer is required to pay all of Developer's fees, debts, judgments, penalties or other money due and owing the Village, if any, prior to receiving a final certificate of occupancy for the Paint Store and other Improvements. Developer must not be delinquent on payment of any Cook County real estate taxes on property owned by it within the Village. No sharing of taxes pursuant to this Agreement shall take place unless all amounts due are satisfied.

D. **Advancement of Funds.** The Developer shall advance all funds and all costs necessary to construct and complete the Project, except as otherwise set forth in this Agreement.

E. **Financial Responsibility and Clawbacks.** If the Developer fails to acquire the Property or otherwise comply with its obligations to develop the 3300 Harlem Property, and this Agreement is terminated by the Village following a failure by the Developer to cure such default following notice and opportunity to cure as provided for in Section VI.1., in addition to other remedies as provided herein, the Developer agrees to promptly repay to the Village upon demand, any out-of-pocket costs incurred by the Village, including but not limited to, legal costs incurred in the preparation of this Agreement and other Project approvals (in no event to exceed the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) in the aggregate), and the amount of Waived Fees incurred prior to termination. Following such repayment, the parties shall have no further obligation to each other under this Agreement. In the event the Parking Lot Property has been conveyed to the Village at the time of such termination, the Village shall have no obligation to reconvey the Property to Developer.

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3. DEVELOPER'S REPRESENTATIONS AND WARRANTIES:

A. **Authority.** The Developer hereby 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 acquisition of the 3300 Harlem Property and conveyance of the Parking Lot Property, including the execution of all instruments and documents delivered or to be delivered hereunder.

B. **Compliance with Laws.** The Developer represents and warrants that the Project and any related improvements made to the 3300 Harlem Property 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 3300 Harlem Property and Project. The Developer further certifies that:

(i) 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.* (the 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.*

(ii) 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 or 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.

(iii) It shall comply with the Illinois Drug Free Work Place Act.

(iv) It shall comply with the Equal Opportunity Clause of the Illinois Human 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.

(v) 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)).

(vi) 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.

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(vii) 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).

(viii) 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.).

(ix) Any construction contracts entered into by the Developer relating to the Project and any additional improvements to the 3300 Harlem Property 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.

(x) 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.

(xi) It is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 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 Riverside. 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 as determined by the applicable governmental authority or regulatory body which administers the enforcement of such applicable laws and regulations, and which non-compliance determination is no longer subject to appeal or further litigation or contest, then the Developer shall indemnify and hold the Village harmless, and pay all amounts reasonably 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.

The Developer shall further comply with the following in carrying out the terms and conditions of this Agreement:

- (i) **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.*).
- (ii) **Preference To Veterans Act Compliance.** The Developer will comply with the Preference to Veterans Act (330 ILCS 55).

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- (iii) **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 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 attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- (iv) **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 Property. 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.

C. **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 forwarded to the Village Manager within 5 business days of receipt.

D. **Village Approval of this Agreement.** 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 Riverside.

E. **Village Plan Approval.** The Developer recognizes and agrees that the Village has sole discretion with regard to all Village approvals and permits relating to the Project, including but not limited to approval of the Final Plans, 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.

F. **Adequate Funding for Project.** The Developer has identified adequate funds in an amount not less than that required to fund the Project, plus the cost of any anticipated and unanticipated contingencies, and shall close on such funding simultaneously or within ninety (90) days of acquisition of the 3300 Harlem Property, and shall subsequently utilize such funds to complete the Project in a timely manner in accordance with the terms of this Agreement.

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G. **Permitted Uses.** The incentives provided in this Agreement are premised on the Project resulting in a new commercial building operated as a paint store and generating retail sales and property taxes.

4. **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 on the 3300 Harlem Property. The Developer, at its cost, shall be responsible for securing all of its necessary approvals, consents, permits, licenses and authorizations.

5. **VILLAGE'S REPRESENTATIONS AND WARRANTIES:**

A. **Authority.** The Village hereby represents and warrants to the Developer that the Village has the requisite power and authority to enter into and fully carry out this Agreement, including provision of the incentives provided for herein, and acceptance of the Parking Lot Property, including the execution of all instruments and documents delivered or to be delivered hereunder.

6. **ZONING RELIEF AND SPECIAL PERMISSIONS:**

A. **Zoning Relief.** The Developer shall, at its cost and prior to acquisition of the Property, petition and obtain from the Village any zoning relief necessary for construction of the Project, including but not limited to any necessary relief relative to proposed uses, height, fencing, density, setback, parking requirements and other requirements imposed by the Village's building and zoning regulations. It is anticipated Developer will seek the following. No known zoning relief identified as necessary based on preliminary plans.

The Village Board, in its sole discretion, will consider and take final action on any requested relief after the Developer completes the zoning application and zoning hearing process. Should the Village fail to approve any portion of the zoning relief necessary for the construction of the Project as outlined herein, or should the Developer fail to accept any conditions placed on such necessary approvals, the Developer may, at its option, choose to amend its submittals and request approval of the amended zoning petition or terminate this Agreement. In the event of termination by the Developer under this subsection, the repayment obligations of the Developer in subsection IV.2.E(i) shall apply.

B. **Final Plans.** The approval of this Agreement does not constitute or grant final approval of the Final Plans. The Final Plans, following their final approval by the Village Board, shall be incorporated by reference into this Agreement as **GROUP EXHIBIT 4.**

C. **Signage.** All signage to be located on the 3300 Harlem Property shall be in accordance with all applicable Village ordinances and permitting requirements.

SECTION V – CONVEYANCE OF THE PARKING LOT PROPERTY

1. **PURCHASE AND SALE:** Subject to the terms and conditions of this Agreement, the Developer agrees to convey, or cause Developer's affiliated entity to convey, to the Village, and the Village agrees to acquire and accept from the Developer or Developer's Affiliated entity, all of the Developer's (or affiliated entity's) right, title and interest in the Parking Lot Property as described in **EXHIBIT 2** hereof; and all improvements, buildings, structures and attached fixtures (excluding any personal property and trade fixtures of the Developer or its affiliated entity) located on the Parking Lot Property, including any and all rights, privileges, easements and appurtenances, if any, thereunto belonging.

2. **PURCHASE PRICE:** The purchase price to be paid by the Village to Developer or Developer's affiliated entity for the Parking Lot Property shall be One Hundred and 00/100ths Dollars (\$100.00) (the "Parking Lot Property Purchase Price"). The Parking Lot Property Purchase Price shall be payable as follows: At the time of conveyance of the Parking Lot Property ("Closing"), the Village shall pay to the

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Developer or Developer's affiliated entity the applicable Purchase Price, plus or minus any prorations as provided herein. The applicable Parking Lot Property Purchase Price and other charges shall be payable at Closing in good funds by wire transfer or cashier's check.

3. **TITLE INSURANCE:** Within thirty (30) days of the Effective Date of this Agreement, the Developer, or the Village, at the Developer's cost and expense, shall deliver to the Developer a title commitment (the "Title Commitment") issued by Chicago Title Insurance Company (the "Title Company"), in the minimum policy amount of \$10,000, 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) utility and drainage easements and such other covenants, easements, restrictions and matters of record; and (iv) acts done or suffered by or judgments against the Village (collectively, the "Permitted Exceptions"). If the Title Commitment discloses exceptions to title which are not acceptable to the Village, (the "Unpermitted Exceptions"), the Village shall have fifteen (15) days from its receipt of the Title Commitment and documents evidencing any and all Unpermitted Exceptions to object to the Unpermitted Exceptions. The Village shall provide the Developer with a title objection letter (the "Village's Objection Letter") listing those matters which are not Permitted Exceptions. The Developer shall have thirty (30) days from the date of receipt of the Village's Objection Letter ("Developer's Cure Period") to have the Unpermitted Exceptions removed from the applicable 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, at Developer's sole cost and expense. If the Developer fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time (the "Proforma Title Policy"), the Village may elect to either (i) terminate this Agreement as to the conveyance of the Parking Lot Property; or (ii) Close taking subject to such Unpermitted Exceptions. All Unpermitted Exceptions, which the Title Company commits to insure at Developer's sole cost and expense, 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. If the Village does not elect to close hereunder, this Agreement shall become null and void with respect to the conveyance of the Parking Lot Property without further action of the parties, and the balance of this Agreement (exclusive of Section V) shall remain in full force and effect. At Closing, the Developer or Developer's affiliated entity shall furnish the Village an Affidavit of Title, Covenant and Warranty in customary form. The Village shall pay the cost for any later date title commitment and the cost of the Title Company issuing a Proforma Title Policy to the Village. The Village may, at its expense, request that the Title Commitment provide for extended coverage. Any specific title endorsements requested by the Village for its owners' policy and/or loan title policy, shall be paid for by the Village.

4. **SURVEY:** Prior to Closing, the Developer, at the Developer's cost, shall order and obtain an ALTA/ACSM survey of the Parking Lot Property, prepared by an Illinois registered surveyor (the "Survey"). The Survey must not reveal any material impediments to developing the proposed uses, as determined by the Village in its reasonable discretion. A copy of said Survey shall be provided to the Village by the Developer within ten (10) days of the Developer's receipt of same.

Upon approval of the Survey, the legal description of the Parking Lot Property in **EXHIBIT 2** 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.

5. **DEED:** The Subject Property shall be conveyed to the Village by the Developer or Developer's affiliated entity through a recordable special warranty deed (the "Deed").

6. **DUE DILIGENCE PERIOD:**

A. At any and all times prior to Closing, and subject to the terms and conditions set forth in Developer's existing contract to purchase the Parking Lot Property (the "Purchase Contract"), a redacted copy of which has been provided to the Village, the receipt of which is hereby acknowledged by the

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Village, the Village shall be entitled to perform any and all investigations, structural and system inspections with regard to the physical condition of the Parking Lot Property, soil reports, engineering studies, surveys and other studies and tests on the Property which the Village may reasonably deem necessary, as part of the Village's intended use of the Property (collectively, the "Inspections"). The Village understands, acknowledges and agrees that any Inspections undertaken by it prior to Closing shall be at its sole risk and expense, and that the Developer shall in no way be obligated to make reimbursement to it for such work should Closing not occur for any reason. Developer has or will, upon receipt of same, provide to the Village within five (5) days of the Effective Date of this Agreement a copy of the existing NFR Letter for the Parking Lot Property, the Phase I environmental site assessment obtained by the Developer regarding the Parking Lot Property, and any other environmental reports or information within its possession, as well as its own title and survey regarding the Parking Lot Property.

B. Notwithstanding anything to the contrary set forth in Section 6.A. above, the Village shall not conduct or perform a Phase II environmental site assessment of the Parking Lot Property or any other environmental sampling, boring, drilling or other physically intrusive testing of, on or under the Parking Lot Property unless such Phase II or other testing is required or recommended by the Village's environmental consultant upon examination of the Phase I environmental site assessment provided by Developer, or required by Environmental Laws (as hereinafter defined) or applicable governmental regulations; and in such event, no such Phase II or other intrusive testing shall be performed without: (i) submitting to Developer the scope and specifications for such testing, (ii) obtaining the prior written consent of Developer with respect to the scope and specifications for such testing, which consent shall not be unreasonably withheld, conditioned or delayed, and if necessary or required under the Purchase Contract, the prior written consent of the current fee owner of the Parking Lot Property, which consent may be withheld by such owner in accordance with the terms of the Purchase Contract, and (iii) the presence of a representative of Developer during such Phase II or other intrusive testing unless otherwise agreed to in writing by Developer. Village agrees to maintain and cause each of its agents or representatives conducting any the Inspections on the Parking Lot Property pursuant hereto to maintain and have in effect commercial general liability insurance with (i) limits of not less than One Million and No/100 Dollars (\$1,000,000.00) for personal injury, including bodily injury and death, and property damage, and (ii) Developer and owner of the Parking Lot Property named as additional insured parties. Upon Developer's request, Village shall deliver to Developer a copy of the certificate of insurance evidencing the insurance required hereunder prior to the commencement of the Inspections. Village hereby indemnifies, defends and holds Developer and owner of the Parking Lot Property harmless from and against any and all claims, losses, costs, damages, liens and expenses including, without limitation, reasonable attorneys' fees and litigation expenses that Developer or owner of the Parking Lot Property may suffer or incur directly or indirectly as a result of such right of entry and the performance of all Inspections conducted by or on behalf of Village, which indemnification obligations of Village shall survive the Closing or the termination of this Agreement for any reason.

C. Subject to the terms of the Purchase Contract, Developer shall provide access to the Parking Lot Property as necessary for the Village to perform the Inspections.

D. In the event that the Inspections reveal that the Parking Lot Property is not suitable for the Village'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 Village, or the presence of any hazardous material, the Village, shall have the right, in its sole and exclusive judgment, to terminate this Agreement as to the conveyance of the Parking Lot Property prior to the close of business on November 19, 2021 upon written notice to the Developer (after which, absent such timely election, such right to terminate shall be deemed null and void and otherwise waived), and the balance of this Agreement (exclusive of Section V) shall remain in full force and effect. If the conveyance of the Parking Lot Property is terminated under this subsection, each party shall pay its own costs and expenses incurred under this Agreement relative to the proposed conveyance, 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 related to the proposed conveyance.

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7. COSTS / PRORATIONS:

A. Shared Cost. The applicable parties agree to share equally the closing fee.

B. Prorations. At Closing, the following adjustments shall be computed as of the Closing Date and the cash balance of the Parking Lot Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on a 365-day year, with the Developer having the day prior to the Closing Day.

(i) Real Property Taxes. General real estate taxes for the year of Closing or any prior calendar year which are not yet due and payable at Closing, special assessments and all other public or governmental charges against the Parking Lot Property and any existing improvements thereon which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to Closing) shall be adjusted and apportioned as of the Closing Date and assumed and paid thereafter by Village, whether assessments have been levied or not as of the Closing Date. If the exact amount of general real estate taxes is not known at the Closing Date, the proration will be based on the most recent full year tax bill increased by 105% and shall be conclusive, with no subsequent adjustment.

(ii) Miscellaneous. Except as otherwise provided herein, all other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of the Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as for example, utility bills), the parties shall prorate on the best available information, subject to adjustment within thirty (30) days of the receipt of the final bill or statement. All prorations are final.

C. Developer's Costs. The Developer or Developer's affiliated entity shall pay the following costs and expenses in connection with the Closing:

(i) Cost of obtaining any required title curative documents, except for title matters created by or relating to the Village.

(ii) Recording fees for releasing or terminating any Unpermitted Exceptions or title curative documents.

(iii) The premium for a title policy in the amount of the Purchase Price.

(iv) Survey cost, if any.

D. Village's Costs. The Village shall pay the following costs and expenses in connection with the Closing:

(i) Recording fees for the Deed and this Agreement.

(ii) The cost of the later date title commitment, if any, and the cost to prepare the Proforma Title Policy, if any.

(iii) The cost of any endorsements to the Village owner's policy of title insurance.

E. Other Costs. Any closing costs not otherwise provided for in this Agreement shall be paid by the party legally responsible therefor or, if no law applies, according to prevailing custom for commercial real property transactions in the County and State where the Property is located.

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8. OTHER CONDITIONS OF SALE:

A. As-Is Sale. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION V. AND IN THE DEED, VILLAGE ACKNOWLEDGES AND AGREES THAT IT WILL BE ACQUIRING THE PARKING LOT PROPERTY BASED SOLELY UPON ITS INSPECTIONS AND INVESTIGATIONS OF THE PARKING LOT PROPERTY, AND THAT VILLAGE WILL BE ACQUIRING THE PARKING LOT PROPERTY IN ITS THEN "**AS-IS, WHERE-IS CONFIGURATION AND CONDITION, WITH ALL FAULTS OF ANY NATURE WHATSOEVER**" BASED UPON THE CONDITION OF THE PARKING LOT PROPERTY AS OF THE DATE OF THIS AGREEMENT, ORDINARY WEAR AND TEAR AND LOSS BY FIRE OR OTHER CASUALTY OR CONDEMNATION EXCEPTED AND THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION V. AND IN THE DEED, DEVELOPER OR DEVELOPER'S AFFILIATED ENTITY MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PARKING LOT PROPERTY. WITHOUT LIMITING THE FOREGOING, VILLAGE ACKNOWLEDGES THAT, EXCEPT AS MAY OTHERWISE BE SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN THE DEED, NEITHER DEVELOPER OR DEVELOPER'S AFFILIATED ENTITY NOR THEIR CONSULTANTS OR AGENTS HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND UPON WHICH VILLAGE IS RELYING AS TO ANY MATTERS CONCERNING THE PARKING LOT PROPERTY, INCLUDING BUT NOT LIMITED TO: (I) THE CONDITION OF THE LAND OR ANY IMPROVEMENTS COMPRISING THE PARKING LOT PROPERTY; (II) ENVIRONMENTAL MATTERS OF ANY KIND OR NATURE WHATSOEVER RELATING TO THE PARKING LOT PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, COMPLIANCE OF THE PARKING LOT PROPERTY WITH ANY ENVIRONMENTAL LAWS (AS HEREINAFTER DEFINED) OR THE EXISTENCE IN, ON OR UNDER THE PARKING LOT PROPERTY OF ANY HAZARDOUS MATERIALS OR SUBSTANCES OR MATTERS REGULATED BY ANY ENVIRONMENTAL LAWS; (III) GEOLOGICAL CONDITIONS INCLUDING, WITHOUT LIMITATION, SOIL CONDITIONS, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS AND LIMITATIONS REGARDING WITHDRAWAL OF WATER THEREFROM; (IV) WHETHER OR NOT AND TO THE EXTENT TO WHICH THE PARKING LOT PROPERTY OR ANY PART THEREOF IS AFFECTED BY A FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (V) TITLE, SURVEY, SUBDIVISION, ZONING, DEVELOPMENT, LAND USE, BUILDING AND OTHER MATTERS, CONDITIONS, RESTRICTIONS AND EASEMENTS TO WHICH THE PARKING LOT PROPERTY OR ANY PORTION THEREOF MAY NOW BE SUBJECT OR TO WHICH THE PARKING LOT PROPERTY MAY BECOME SUBJECT PURSUANT TO THE DEVELOPMENT OF THE PARKING LOT PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PARKING LOT PROPERTY WITH ANY OF THE FOREGOING; (VI) ANY MATTERS RELATED TO ANY ADJACENT PROPERTIES; (VII) ACCESS TO THE PARKING LOT PROPERTY OR ANY PORTION THEREOF; (VIII) THE COMPLIANCE OR NON-COMPLIANCE OF THE PARKING LOT PROPERTY WITH ANY APPLICABLE LAWS; (IX) THE VALUE, LOCATION, USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PHYSICAL CONDITION, QUALITY, DESCRIPTION, DURABILITY, SUITABILITY OR FEASIBILITY OF THE PARKING LOT PROPERTY OR ANY PART THEREOF, OR THE ABILITY TO DEVELOP ANY PART THEREOF OR OBTAIN ALL NECESSARY PERMITS AND APPROVALS FOR THE DEVELOPMENT THEREOF; AND (X) ANY OTHER MATTER, THING, EVENT OR CONDITION RELATED TO THE PARKING LOT PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION V. AND IN THE DEED, VILLAGE HEREBY RELEASES DEVELOPER AND DEVELOPER'S AFFILIATED ENTITY FROM ANY AND ALL LIABILITY IN CONNECTION WITH ANY CLAIMS THAT VILLAGE MAY HAVE AGAINST DEVELOPER OR DEVELOPER'S AFFILIATED ENTITY, AND VILLAGE HEREBY AGREES NOT TO ASSERT ANY CLAIMS FOR CONTRIBUTION, COST RECOVERY OR OTHERWISE, AGAINST DEVELOPER OR DEVELOPER'S AFFILIATED ENTITY, RELATING DIRECTLY OR INDIRECTLY TO THE EXISTENCE OF ANY HAZARDOUS MATERIALS OR SUBSTANCES ON, OR ENVIRONMENTAL CONDITIONS OF, THE PARKING LOT PROPERTY, WHETHER KNOWN OR UNKNOWN. As used herein, the terms "**Hazardous Substances**" and "**HAZARDOUS MATERIALS OR SUBSTANCES**" mean (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic

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substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; The Hazardous Materials Transportation Act, 49 U.S.C. §1802; the Resource Conservation and Recovery Act, 42 U.S.C. §9601. et seq.; the Clean Water Act, 33 U.S.C. §1251; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinance now or hereafter in effect relating to environmental matters (collectively, "**Environmental Laws**"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos. Village acknowledges that having been given the opportunity to inspect the Parking Lot Property, Village is relying solely on its own Investigations of the Parking Lot Property and not on any information provided or to be provided by Developer. Village further acknowledges that the information provided and to be provided with respect to the Inspections of the Parking Lot Property was obtained from a variety of sources, and that Developer and Developer's affiliated entity: (x) have not made any independent investigation or verification of such information and (y) make no representations as to the accuracy or completeness of such information. The provisions of this Section 9.A. shall survive the Closing or the termination of this Agreement for any reason.

B. Environmental Release and Waiver. Village represents to Developer and Developer's affiliated entity that Village, as part of and in connection with Village's Due Diligence Period, has the right to conduct prior to Closing, such Inspections of the Parking Lot Property including, but not limited to, the physical and environmental conditions thereof, as Village deems necessary or desirable to satisfy itself as to the condition of the Parking Lot Property, and Village will rely solely upon same and not upon any information provided by or on behalf of Developer or Developer's affiliated entity or their agents or consultants with respect thereto, other than such representations, warranties and covenants of Developer as are expressly set forth in this Section V. or the Deed. Upon Closing, Village shall assume the risk that adverse matters, including but not limited to, adverse physical and environmental conditions, may not have been revealed by Villages Inspections, and Village, upon Closing, shall be deemed to have waived, relinquished and released Developer and Developer's affiliated entity (and their respective members, managers, officers employees and agents) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, which Village might have asserted or alleged against Developer and Developer's affiliated entity (and their respective members, managers, officers, employees and agents) at any time by reason of or arising out of any latent or patent physical and environmental conditions, violations of any applicable law, and any and all other acts, omissions, events, circumstances or matters regarding the Parking Lot Property, except any such claim, demand, cause of action, loss, damage, liability, cost or expense arising out of any breach by Developer or Developer's affiliated entity of any representation or warranty expressly set forth in this Section V. or in the Deed. The provisions of this Section 9.B. shall survive the Closing or termination of this Agreement for any reason.

9. CLOSING DATE: The Closing Date for conveyance of the Parking Lot Property shall be on a date concurrent with the Developer's or its affiliated entity's acquisition of the Parking Lot Property, or, upon mutual agreement of the Parties, on a date within thirty (30) days thereafter, but in no event earlier than November 22, 2021.

SECTION VI - GENERAL PROVISIONS.

1. DEFAULT:

A. Developer Default. If the Developer is in material default of this Agreement, the Village shall provide the Developer with a written statement indicating any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the Village

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may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice so that the Developer will have the opportunity to cure any claimed material default within such thirty (30) day period. If such default cannot be cured within such thirty (30) day period, such thirty (30) days period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Village in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach. The Village shall have no obligation to provide Sales Tax Sharing payments during while Developer is in material default.

B. Termination Due to Developer Default. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the Village and any cure periods described in subsection A. above have expired, the Village may elect to terminate its obligations under this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of any of the Developer's property, and the same is not dismissed or stayed within sixty (60) days, the Village may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the Village, to terminate this Agreement. To effect the Village's termination of this Agreement under this subsection, the Village's sole obligation shall be to record, in the Office of the Cook County Recorder, a "Certificate of Default," executed by the President of the Village or such other person as shall be designated by the Village, stating that this Agreement is terminated pursuant to the provisions of this Section, in which event this Agreement, by virtue of the recording of such certificate, shall ipso facto automatically terminate and be of no further force and effect.

C. Village Default. If the Village is in material default of this Agreement, the Developer shall provide the Village with a written statement indicating in adequate detail any failure on the Village's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the Village in connection with such failure until thirty (30) days after giving such notice so that the Village will have the opportunity to cure any claimed material default within such thirty (30) day period. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Village diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

D. Termination Due to Village Default. If the Village materially fails to fulfill its obligations under this Agreement after notice is given by the Developer and any cure periods described in subsection C. above have expired, the Developer may elect to terminate its obligations under this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement.

E. Legal Action. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the Village hereunder, and no liability, right or claim at law or in equity shall be attached to

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or incurred by the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the Village to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action. Each party hereby waives any right to consequential, exemplary or punitive damages.

F. Rights Cumulative. The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

G. Mutual Termination. Anything to the contrary in this Agreement notwithstanding, this Agreement may be terminated in whole or in part by mutual consent of the Village and Developer for any reason without any liability, damages or compensation.

2. LIMITATION ON LIABILITY AND INDEMNIFICATION OF THE VILLAGE: The Developer shall indemnify, defend and hold harmless the Village, its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly in connection with the Project or this Agreement, including, but not limited to, the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer); provided further, however, that the Developer shall have no indemnification, defense or hold harmless obligations to the Village hereunder arising solely from the negligent or more culpable conduct of the Village or any of its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees. The Developer shall, at its own cost and expense, appear, defend and pay all reasonable charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. Notwithstanding any of the foregoing, if any judgment shall be rendered against the Village, its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees in any such action, the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the Village or any of its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees.

The Developer waives and releases its right to pursue or seek any punitive damage claim or award against the Village, its officers, officials, trustees, agents, volunteers, representatives and/or employees arising out of or relating to any breach, violation or termination by the Village or its elected or appointed officers or officials, trustees, agents, volunteers, representatives and/or employees, of any obligation, covenant, or provision of this Agreement, including the termination of the Agreement.

This Section VI.2. shall survive the termination of this Agreement.

3. BROKERAGE: The Village and the Developer each represent and warrant 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 the conveyance of the Parking Lot Property from the Developer to the Village. 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 other than those listed, claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates

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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.

4. **PREVAILING WAGE ACT COMPLIANCE:** The Developer, its contractors and subcontractors shall be responsible to determine if any part of the Project is a "public work" within the meaning of the Illinois Prevailing Wage Act ("Act") (820 ILCS 130/0.01 et seq.) requiring it to pay workers performing services on this Project no less than the "prevailing rate of wages" in the county where the work is performed. For information regarding the applicability of the Act contact your attorney or the Illinois Department of Labor ("IDOL"). For the current prevailing wage rates, contact the Village or see the listing of rates or at illinois.gov/idol/laws-rules/conmed/pages/rates.aspx. The IDOL makes the final determination of whether this Project is subject to the Act. The Developer shall comply with all applicable provisions of the Act.

The Developer agrees to indemnify, defend and hold harmless the Village, its agents, officers and employees as provided for in this Agreement for any violation by the Developer or its contractors and subcontractors' failure to comply with any applicable provision of the Act as determined by the IDOL, and which determination with respect to such violation is no longer subject to appeal or further litigation or contest.

5. **NOTICES:** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: i) on the third (3rd) business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or ii) on the next business day after deposit with a nationally- recognized overnight delivery service (such as Federal Express) for guaranteed next business day delivery, or iii) by e-mail 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:

To the Village:	Village of Riverside Attention: Village Manager 27 Riverside Road Riverside, Illinois 60546 Phone: 708-447-2700 E-Mail: jfrances@riverside.il.us
With a copy to:	Klein Thorpe and Jenkins, Ltd. Attention: Michael A. Marrs 20 North Wacker Drive, Suite 1660 Chicago, Illinois 60606 Phone: 312-984-6419 Email: mamarrs@ktjlaw.com
To the Developer:	MEV Riverside LLC Attention: Kevin Vernick 350 West Hubbard Street, Suite 250 Chicago, Illinois 60654 Phone: 773-327-0620 Email: kvernick@vernickassociates.com
With a copy to:	LevickRoth Attention: Michael J. Levick, Esq. 350 West Hubbard Street, Suite 350 Chicago, Illinois 60654 Phone: 312-577-7041 Email: mlevick@levickroth.com

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6. **ASSIGNMENT:** The Developer shall not assign or transfer the Developer's interest in this Agreement without the prior written consent of the Village, which consent may be withheld in the Village's sole discretion, and provided further, that the 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, the Developer shall deliver to the Village a copy of the fully executed assignment and assumption by the Developer, as assignor and the assignee within five (5) business days of the closing on the assignment.
7. **NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED:** Neither anything in this Agreement nor any acts 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.
8. **TIME IS OF THE ESSENCE:** The Developer and the Village mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
9. **FORCE MAJEURE:** Time is of the essence of this Agreement; however, no party shall be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to war, insurrection, riots, floods, earthquakes, fires, casualties, acts of God, epidemics, pandemics, quarantine restrictions, freight embargoes, inability to procure materials, acts caused directly or indirectly by the other party (or such other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant an extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure, provided that the failure of performance was reasonably caused by such Force Majeure.
10. **SECTION HEADINGS:** The section 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 sections hereof.
11. **INTERPRETATION:** Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
12. **APPLICABLE LAW; VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, grantees, legal representatives, successors and permitted assigns. 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.
13. **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.
14. **COMPLETENESS AND MODIFICATIONS:** This Agreement, and the 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.

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15. **NO MERGER**: The obligations, representations and warranties herein contained shall not merge with transfer of title of the Parking Lot Property but shall survive the conveyance of the Parking Lot Property and remain in effect until fulfilled.
16. **RECORDING**: This Agreement shall be recorded against the Property following the Effective Date, at Developer's cost. This Agreement shall run with title to the Property and shall be binding upon subsequent owners of the Property, or any portion thereof. The Developer's obligations in this Agreement shall be binding upon the Developer's successors and assigns.
17. **AMENDMENT**: This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the Village approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.
18. **COUNTERPARTS**: This Agreement may be executed in counterparts, all of which counterparts taken together shall be deemed to be but one original.
19. **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.
20. **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.
21. **NO WAIVER**: No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.
22. **SCHEDULE OF EXHIBITS**: The following are attached to or will be incorporated into the Agreement as noted below.

EXHIBIT 1-A	Legal Description of Harlem Avenue Business District No. 2 (attached)
EXHIBIT 1-B	Boundary Map of Harlem Avenue Business District No. 2 (attached)
EXHIBIT 2	Legal Description of the Property
GROUP EXHIBIT 3	Village-Approved Site Plan and Elevation Documents (attached)
GROUP EXHIBIT 4	Final Plans (to be incorporated into the Agreement after Village Board approval)

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below their respective signatures.

VILLAGE:
VILLAGE OF RIVERSIDE,
an Illinois Municipal corporation,

DEVELOPER:
MEV RIVERSIDE LLC
an Illinois limited liability company,

By: _____
Name: Joseph Ballerine
Title: Village President

By: KEVIN VERNICK REVOCABLE TRUST
U/A/D JULY 8, 2007, its Sole Member

By: Kevin Vernick

Name: Kevin Vernick
Title: Trustee

ATTEST:
By: Cathy Haley
Name: Cathy Haley
Title: Village Clerk

ATTEST:
By: Michael Levick
Name: MICHAEL LEVICK
Title: _____

Property of Cook County Clerk's Office

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EXHIBIT 1-A

LEGAL DESCRIPTION OF HARLEM AVENUE BUSINESS DISTRICT NO. 2

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 36 IN TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 36 AND THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAWTON ROAD;

THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY EXTENSION AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAWTON ROAD TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE EASTERLY LINE OF LOT 583 IN BLOCK 16 IN THE PLAT SHOWING ADDITION OF SECOND DIVISION RIVERSIDE IN SAID SECTION 36, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 6, 1872 AS DOCUMENT NUMBER 16788;

THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION AND THE EASTERLY LINE OF LOT 583 IN BLOCK 16 TO A POINT ON THE NORTHERLY LINE OF THE SOUTHERLY 150 FEET OF SAID LOT 583;

THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF THE SOUTHERLY 150 FEET OF LOT 583 TO A POINT ON THE WESTERLY LINE OF THE EAST HALF OF SAID LOT 583;

THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE EAST HALF OF LOT 583 TO A POINT ON THE NORTHERLY LINE OF SAID LOT 583;

THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF LOT 583 AND THE NORTHERLY LINE OF LOT 582 IN SAID BLOCK 16 TO THE SOUTHWEST CORNER OF LOT 580 IN SAID BLOCK 16;

THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 580 AND THE NORTHWESTERLY EXTENSION THEREOF TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF QUINCY STREET;

THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF QUINCY STREET TO THE SOUTHWEST CORNER OF LOT 569 IN BLOCK 15 IN THE PLAT SHOWING ADDITION OF SECOND DIVISION RIVERSIDE;

THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 569 AND THE NORTHWESTERLY EXTENSION THEREOF TO A POINT ON THE SOUTHERLY LINE OF BLOCK 46 IN RIVERSIDE THIRD DIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 6, 1872 AS DOCUMENT NUMBER 16785;

THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 46 TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE WESTERLY LINE OF LOT 677 IN BLOCK 4 IN SAID RIVERSIDE THIRD DIVISION;

THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION AND THE WESTERLY LINE OF LOT 677 AND THE NORTHWESTERLY EXTENSION THEREOF TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BURLINGTON STREET;

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THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURLINGTON STREET TO THE SOUTHWEST CORNER OF LOT 766 IN BLOCK 8 IN SAID RIVERSIDE THIRD DIVISION;

THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 766 TO THE NORTHWEST CORNER OF LOT 766;

THENCE NORTHEASTERLY ALONG THE NORTHERLY LINES OF LOT 766 THROUGH 770, INCLUSIVE, TO THE SOUTHEAST CORNER OF LOT 2 IN J. & A. RESUBDIVISION, AS RECORDED MARCH 23, 1989 AS DOCUMENT NUMBER 89129682;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2 AND THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HERRICK ROAD;

THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HERRICK ROAD TO A POINT ON THE EAST LINE OF THE WEST 46 FEET OF LOT 932 IN BLOCK 15 IN SAID RIVERSIDE THIRD DIVISION;

THENCE NORTHERLY ALONG SAID EAST LINE OF THE WEST 46 FEET OF LOT 932 TO A POINT ON THE NORTHERLY LINE OF SAID LOT 932;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 932 TO THE SOUTHWEST CORNER OF LOT "B" IN THE RESUBDIVISION OF LOT 931 IN BLOCK 15 IN SAID RIVERSIDE THIRD DIVISION;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT "B" TO THE NORTHWEST CORNER OF LOT "B", SAID NORTHWEST CORNER ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ADDISON ROAD;

THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF ADDISON ROAD TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THE EAST HALF OF LOT 1040 IN BLOCK 21 IN SAID RIVERSIDE THIRD DIVISION;

THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND THE WESTERLY LINE OF THE EAST HALF OF LOT 1040 TO A POINT ON THE NORTH LINE OF SAID LOT 1040;

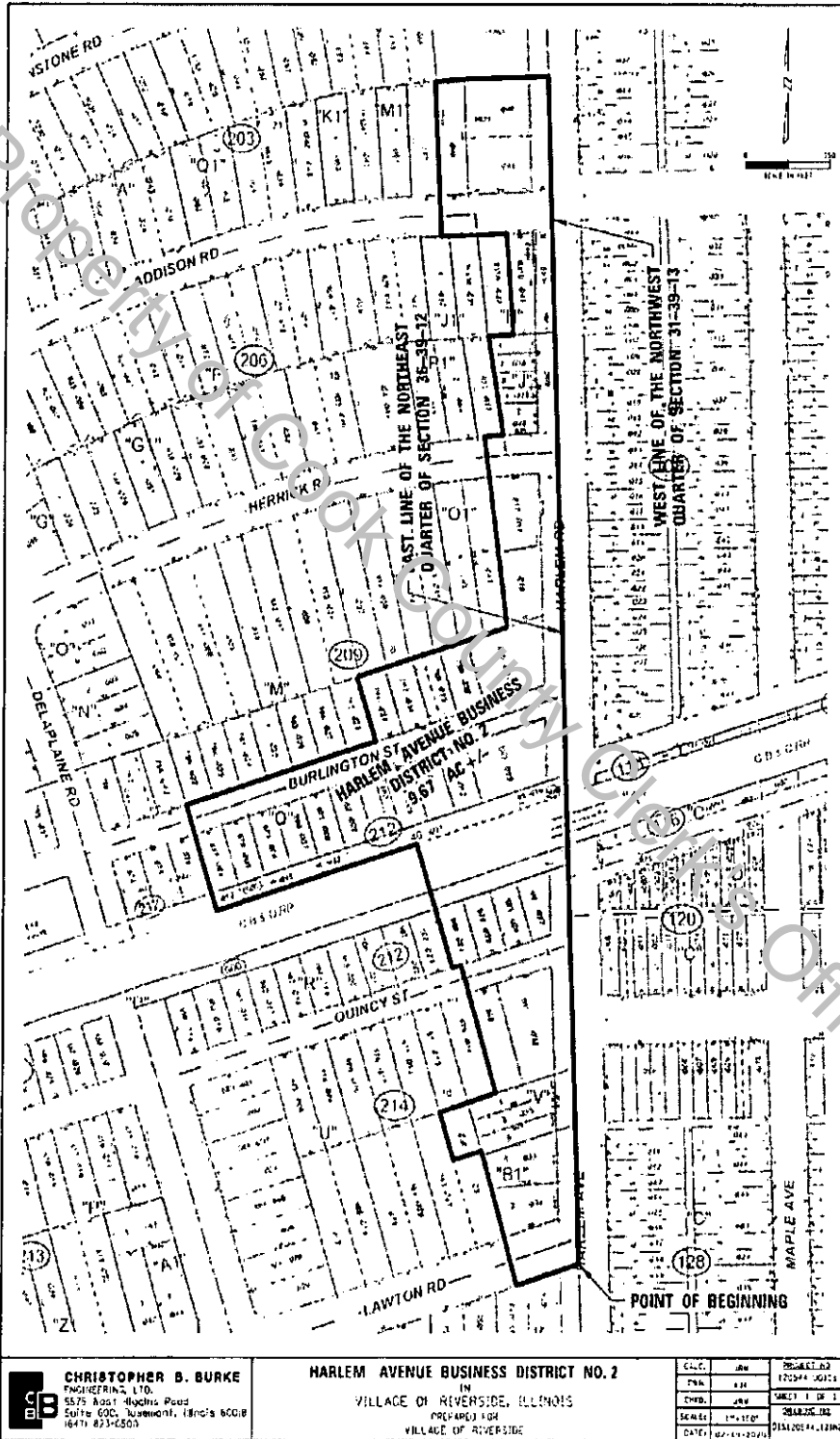
THENCE EASTERLY ALONG THE NORTHERLY LINES OF SAID LOT 1040 AND LOT 1039 IN SAID BLOCK 21, EXTENDED EASTERLY, TO A POINT ON SAID EAST LINE OF SECTION 36;


THENCE SOUTH ALONG SAID EAST LINE OF SECTION 36 TO THE POINT OF BEGINNING.

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EXHIBIT 1-B

BOUNDARY MAP OF HARLEM AVENUE BUSINESS DISTRICT NO. 2



 CHRISTOPHER B. BURKE ENGINEERING, LTD. 5575 80th Highway Road Suite 600, Mount Pleasant, Illinois 60018 (647) 833-6503	HARLEM AVENUE BUSINESS DISTRICT NO. 2 IN VILLAGE OF RIVERSIDE, ILLINOIS PREPARED FOR VILLAGE OF RIVERSIDE		ELEC. JOB PROJ. NO. SHEET NO. SCALE 1"=10' DATE 07-11-2021	PROJECT NO. 170244-001-1 SHEET 1 OF 1 20180502 20180504-1220
	S:\RIVERSIDE\120544-001\2018 SURVEY\120544-12202.SUP			
	498118_5			
	3			

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EXHIBIT 2

LEGAL DESCRIPTION OF THE PROPERTY

3300 HARLEM PROPERTY:

LOTS 769 AND LOT 770 (EXCEPT THE EAST 36 FEET THEREOF) IN BLOCK 8 IN RIVERSIDE THIRD DIVISION IN SECTION 36, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMON ADDRESS: 3300 SOUTH HARLEM AVENUE, RIVERSIDE, ILLINOIS 60546

PINS: 15-36-209-033-0000

PARKING LOT PROPERTY:

LOT 687 IN BLOCK 4 IN RIVERSIDE 3RD DIVISION IN THE NORTH EAST ¼ OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 3320 SOUTH HARLEM AVENUE, RIVERSIDE, ILLINOIS 60546

PINS: 15-36-212-013-0000

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GROUP EXHIBIT 3

PRELIMINARY SITE PLAN AND ELEVATION DOCUMENTS SHOWING PROPOSED
IMPROVEMENTS ON THE 3300 HARLEM PROPERTY

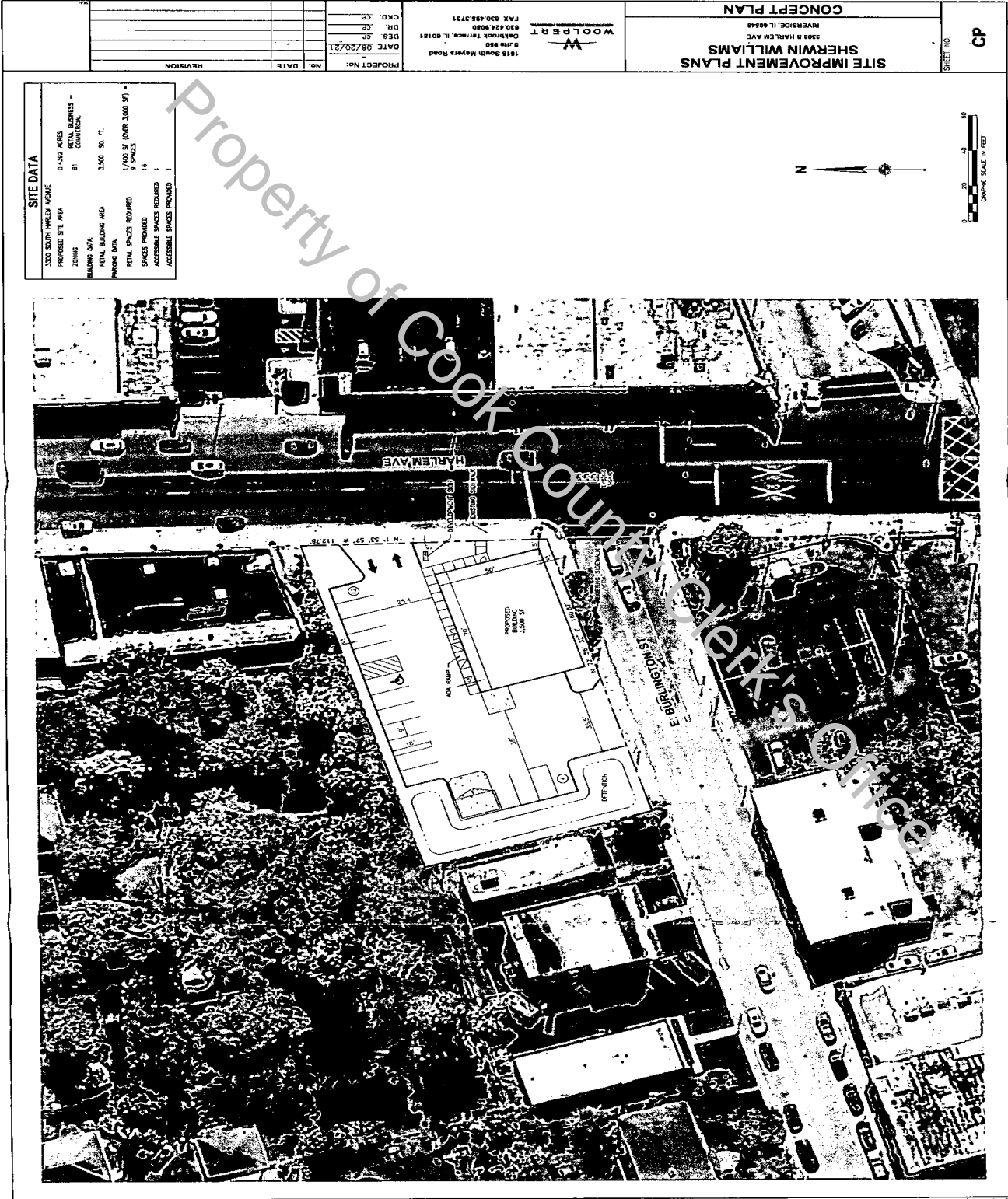
(attached)

Property of Cook County Clerk's Office

COOK COUNTY
CLERK
RECORDING DIVISION

COOK COUNTY
CLERK
RECORDING DIVISION

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Report for Name: CP Project: 2201812045 Date: 8/20/2021 11:23:04 AM
 File Name: Project: 2201812045 Date: 8/20/2021 11:23:04 AM
 C:\Cook\Projects\2201812045\Conceptual\CP2201812045_Plan_082021.dwg
 User: shawn.williams - Riverside, Illinois
 Date: 8/20/2021 11:23:04 AM

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GROUP EXHIBIT 4

APPROVED FINAL PLANS

(to be attached following Village approval)

Property
Cook County Clerk's Office

COOK COUNTY
CLERK
RECORDING DIVISION

COOK COUNTY
CLERK
RECORDING DIVISION

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WEST ELEVATION
SCALE: 1/8" = 1'-0"

SOUTH ELEVATION (BURLINGTON)
SCALE: 1/8" = 1'-0"

EAST ELEVATION (HA. VIEW)
SCALE: 1/8" = 1'-0"

NORTH ELEVATION
SCALE: 1/8" = 1'-0"

NOT FOR CONSTRUCTION

PROPERTY of Cook County Clerk's Office

MEV Riverside LLC
SHERWIN WILLIAMS RIVERSIDE
 3300 S. HARLEM AVE.
 RIVERBRIDGE, IL

WOOLPERT
 1818 South Meyers Rd
 Suite 550
 Oakbrook Terrace, IL 60181
 630.424.3080
 FAX: 630.495.3731

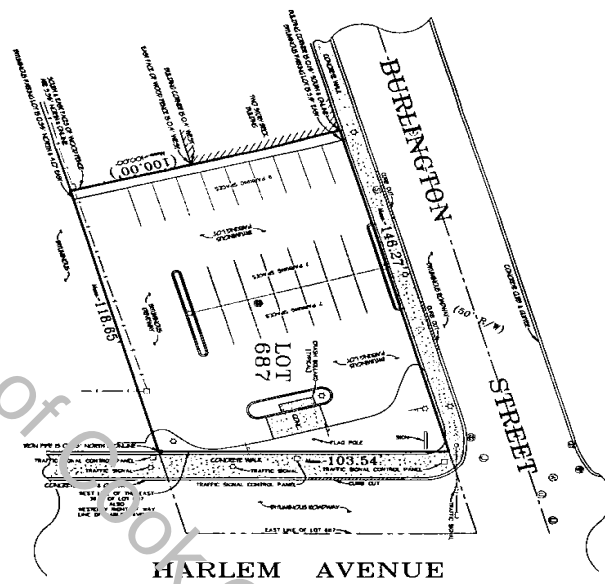
PROJECT No:	No.	DATE	REVISION
DATE 05/22/21			
DES.			
DR.			
CKD.			

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SECTION 15
TOWNSHIP 23 NORTH
RANGE 12 EAST
COUNTY OF COOK

SCALE 1" = 100'

LEGAL DESCRIPTION
LOT 687 IN BLOCK 6 OF THE COOK COUNTY LANDS IN THE NORTHWEST QUARTER
SECTION 26, TOWNSHIP 23 NORTH, RANGE 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
SUBJECT TO THE RESOLUTION OF THE EAST 1/2 OF SAID LOT 687, BLOCK 6 AS
SHOWN ON THE PLAN OF THE COOK COUNTY LANDS IN THE NORTHWEST
QUARTER SECTION 26, TOWNSHIP 23 NORTH, RANGE 12 EAST, AS
RECORDED IN THE COOK COUNTY LANDS PUBLIC RECORDS.
AREA OF SITE - 13,246 SQ. FT. OR 0.304 ACRES



- NOTICE
1. This plat is subject to the provisions of the Illinois Surveying Act of 1901, as amended.
 2. The survey was made by the Illinois State Surveyor in accordance with the provisions of the Illinois Surveying Act of 1901, as amended.
 3. The survey was made by the Illinois State Surveyor in accordance with the provisions of the Illinois Surveying Act of 1901, as amended.
 4. The survey was made by the Illinois State Surveyor in accordance with the provisions of the Illinois Surveying Act of 1901, as amended.
 5. The survey was made by the Illinois State Surveyor in accordance with the provisions of the Illinois Surveying Act of 1901, as amended.
 6. The survey was made by the Illinois State Surveyor in accordance with the provisions of the Illinois Surveying Act of 1901, as amended.
 7. The survey was made by the Illinois State Surveyor in accordance with the provisions of the Illinois Surveying Act of 1901, as amended.

COOK COUNTY, ILLINOIS
DEPT. OF PUBLIC WORKS
DIVISION OF SURVEYING
DATED MAY 20, 2014
IN WASHINGTON, DC
SCHEDULE PLAT
13180

Checked By:
JANIS L. BROWN, ILS
JANIS L. BROWN, ILS
JANIS L. BROWN, ILS
JANIS L. BROWN, ILS
JANIS L. BROWN, ILS

DATE OF SURVEY	DATE OF RECORDING	DATE OF REVISION
05/20/14	05/20/14	05/20/14
05/20/14	05/20/14	05/20/14
05/20/14	05/20/14	05/20/14
05/20/14	05/20/14	05/20/14

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 05/20/14 BY 1508/UC/STP



CARRADUS LAND SURVEY, INC.
1000 N. LAKE STREET, SUITE 100
DEPARTMENT OF SURVEYING
CHICAGO, ILLINOIS 60610

THIS IS TO CERTIFY THAT THE SURVEY WAS MADE BY THE ILLINOIS STATE SURVEYOR IN ACCORDANCE WITH THE PROVISIONS OF THE ILLINOIS SURVEYING ACT OF 1901, AS AMENDED.

- NOTICE
- 1) THE SURVEY WAS MADE BY THE ILLINOIS STATE SURVEYOR IN ACCORDANCE WITH THE PROVISIONS OF THE ILLINOIS SURVEYING ACT OF 1901, AS AMENDED.
 - 2) THE SURVEY WAS MADE BY THE ILLINOIS STATE SURVEYOR IN ACCORDANCE WITH THE PROVISIONS OF THE ILLINOIS SURVEYING ACT OF 1901, AS AMENDED.
 - 3) THE SURVEY WAS MADE BY THE ILLINOIS STATE SURVEYOR IN ACCORDANCE WITH THE PROVISIONS OF THE ILLINOIS SURVEYING ACT OF 1901, AS AMENDED.
 - 4) THE SURVEY WAS MADE BY THE ILLINOIS STATE SURVEYOR IN ACCORDANCE WITH THE PROVISIONS OF THE ILLINOIS SURVEYING ACT OF 1901, AS AMENDED.
 - 5) THE SURVEY WAS MADE BY THE ILLINOIS STATE SURVEYOR IN ACCORDANCE WITH THE PROVISIONS OF THE ILLINOIS SURVEYING ACT OF 1901, AS AMENDED.

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