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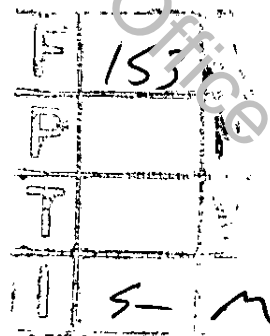
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FOR RECORDER'S USE ONLY

**DEVELOPMENT AGREEMENT
HOLIDAY INN - 1-80 AND HARLEM AVENUE
BETWEEN THE VILLAGE OF TINLEY PARK AND
TINLEY PARK HOTEL AND CONVENTION CENTER, L.L.C.
AND MID-CONTINENT DEVELOPMENT AND CONSTRUCTION CO.**

Permanent Index Number: 31-06-100-~~014~~ and 015
Address: 183rd Street and Harlem Avenue, Tinley Park, IL 60477

This Document Prepared by: Terrence M. Barnicle
Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606



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DEVELOPMENT AGREEMENT - HOLIDAY INN - I-80 AND HARLEM AVENUE

1. This Agreement entered into this 2nd day of June, 1998, by and between the **VILLAGE OF TINLEY PARK, ILLINOIS**, a Municipal Corporation (hereinafter referred to as the "Village"); and **TINLEY PARK HOTEL AND CONVENTION CENTER, L.L.C.**, an Illinois limited liability corporation. (hereinafter referred to as "Owner") and **MID-CONTINENT DEVELOPMENT AND CONSTRUCTION CO.**, an Illinois corporation, (hereinafter referred to as "Developer").

2. The Property subject to this Agreement is described as follows:

5 Acres at the southwest corner of the site (see **EXHIBIT 1**), to be described in a plat of survey prepared following final engineering.

The said property is hereinafter referred to as the "Subject Property."

3. The Subject Property is located generally at the northeast corner of the intersection of Interstate 80 and Harlem Avenue. The Subject Property contains approximately five (5) acres.

4. The Village currently has an agreement with its current owner to have the Subject Property conveyed to the Village which in turn will convey the Subject Property to the Owner. The Developer intends to develop the Subject Property for the uses set forth herein.

5. The Village of Tinley Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village,

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Section 10 of Article VII of the Illinois Constitution and the statutes in such cases made and provided.

RECITALS:

1. The parties hereto, being the Village, Owner and Developer desire that the Subject Property be developed in the manner as set forth in this Agreement for a hotel and restaurant under the provisions of the Tinley Park Zoning Ordinance, with the underlying zoning being the B-3 General Business and Commercial District. In addition, the Village intends to construct a convention center on property immediately adjoining the Subject Property, which convention center site is described as follows:

12.4 Acres northeast of the intersection of Harlem and I-80, to be described in a plat of survey prepared following final engineering, and generally as shown on EXHIBIT 1.

The convention center site and development is hereinafter referred to as the "Convention Center" and the convention center site alone is hereinafter referred to as the "Convention Center Site." It is the intention of the Village and Developer that Developer will enter into a management contract for the Convention Center, and that there will be an enclosed walkway from the hotel to the Convention Center to enable hotel guests easy access to the Convention Center.

2. The special use permit to be granted for the planned unit development for the hotel/restaurant on the Subject Property shall also include development of the Convention Center

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as one combined planned unit development, although the provisions of this Agreement will apply to the Convention Center property only to the extent provided for in this Agreement.

3. The Village has received a petition for granting of a special use for a planned unit development as indicated below.

4. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to development of the Subject Property, including granting of a special use for a planned unit development to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such special use permit for a planned unit development, including a hearing by the Long Range Plan Commission of the Village, as are necessary to effectuate the plan of development herein set forth.

5. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:

- (a) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement, including the granting of a special use permit for a planned unit development pursuant to the terms and conditions of this Agreement.
- (b) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

6. The parties hereto have determined that it is in the best interests of the Village, Owner and the Developer and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this

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Agreement and development of the Subject Property pursuant to its terms and conditions will constitute an improvement of the tax base of the Village, be in implementation of the comprehensive plan of the Village, and will constitute a preservation of environmental values.

SECTION ONE: Zoning, Plan Approval and Design Standards.

1. The Village shall by proper ordinance allow the Subject Property to be developed for a hotel and restaurant complex as shown on EXHIBIT 1 under the B-3 General Business and Commercial District classification under the Zoning Ordinance of the Village and (with approval of the final planned unit development to occur in the future in accordance with the procedures set forth in the Tinley Park Zoning Ordinance), including, in addition, the Convention Center.

2. The Subject Property shall be developed substantially in accordance with the land plan attached hereto and hereby made a part hereof as EXHIBIT 1, as the same may be revised by Developer and approved by the Village, which plan is entitled "Tinley Park Convention Center - Proposed Site Development Plan (Phase 1)," and dated June 2, 1998, which was prepared by McShane Construction Corp. (Design/Builders) (hereinafter referred to as the "Plan"). The Owner and Developer agree that the Subject Property shall be developed by Developer substantially in accordance with said Plan as approved by the Village, and in accordance with any necessary modifications thereof required by the Village during the review of the specific planned unit development site plan.

3. Developer agrees to construct a 200 plus room Holiday Inn hotel on the Subject Property. The hotel shall be not less than five stories in height and shall contain at least 200 rooms

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for guests. Developer agrees to commence construction of the hotel as soon as possible after a development-ready site is conveyed to the Owner and/or Developer, with the site properly graded and a construction road provided. The Developer agrees to construct the hotel as rapidly as possible following the completion of plans and specifications and as weather permits. The planned construction commencement date is October 1, 1998 but in no event shall it be later than March 15, 1999. The completion shall be within fifteen (15) months after commencement of construction.

4. The Village will construct a 3,000 square foot kitchen area in the Convention Center for servicing the conventions and meetings at the Convention Center with banquet-type meals of a quality and nature customary in the banquet food industry. The banquet-style kitchen in the Convention Center will be equipped (including all cabinetry, the ANSUL kitchen hood fire suppression system, coolers, etc.) by the Developer at its expense, while the Village will be responsible for construction of the Convention Center, including the kitchen space (but for the kitchen area the Village is to provide only partitions for the kitchen and a finished kitchen built to normal kitchen construction standards, including utilities, with such utilities to be located in accordance with the Developer's specifications) and connected by the Village or its contractor. Developer agrees to provide full banquet services to the Convention Center pursuant to its management agreement and banquets shall be available for breakfast, lunch and dinner. Developer shall provide the Village with the specifications for the kitchen equipment for the Convention Center kitchen, which equipment shall be of the quality and kind customary for a first-class banquet facility servicing a convention center of the size contemplated. The Developer shall provide such

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specifications to the Village within the timetable required by the Village for construction of the Convention Center.

5. The Developer shall also be responsible to provide a full-service restaurant and bar as part of, and adjoining, the hotel complex (to be constructed at the same time as the hotel). Such restaurant and bar shall be a minimum of 5,000 square feet and shall contain separate kitchen facilities from the banquet kitchen to be provided as set forth above. The bar shall not exceed thirty (30%) percent of said restaurant.

6. The architectural plans for the hotel and restaurant, as well as landscape plans, shall all be subject to the reasonable approval of the Village.

7. The hotel shall include first class recreational facilities, including, but not limited to, an exercise room, a sauna, a swimming pool, a spa, and an outdoor patio area. An arcade for electronic games may also be provided, but in no event shall the number of games to be located in such arcade be more than fifteen in number.

8. An enclosed walkway (which is a part of the hotel and shall be owned by Developer) shall be constructed from the hotel to the Convention Center to enable hotel guests easy access to the Convention Center and vice versa. The location of the walkway is shown on EXHIBIT 1 at the location indicated "Hotel Addition." It is contemplated that as a part of the enclosed walkway, there will be meeting rooms on one or both sides of the proposed walkway. The Developer shall be responsible for the cost of the walkway and the meeting rooms. The Developer shall construct both

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the walkway and the meeting rooms in accordance with an architectural design submitted to and approved by the Village.

9. All buildings on the Subject Property shall be protected from fire by an automatic sprinkler system, which sprinkler system, including number of sprinkler heads, location of sprinkler heads and type of sprinkler system, in accordance with the codes of the Village.

10. Parking shall be provided in accordance with a parking plan approved by the Village. Such parking plan shall include provisions for shared parking with the adjoining Convention Center. Owner and Developer agree to convey such cross easements for parking as may be required in the approved parking plan. Such cross easements will allow the hotel to accommodate up to 300 rooms. The Village also agrees to convey such cross easements for the parking on the Convention Center site. Such cross easements will allow the hotel guests and Convention Center guests to park respectively in the other facility's parking lot. The Developer shall construct the hotel site parking in accordance only with the parking plan approved by the Village, and the Village will construct a minimum of 750 parking spaces on the Convention Center site. The Village Engineer, at no cost to the Developer, shall supervise the coordination of the design engineering of the parking areas by both the Village and Developer.

11. The public improvements to be constructed on the Subject Property shall be constructed in full compliance with all technical standards set forth in the Tinley Park Subdivision Regulations Ordinance (regardless of whether such Ordinance is in fact applicable or whether the Subject Property is subdivided within the meaning of such Ordinance).

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12. Developer shall be responsible for the final grading of the Hotel site for the building and parking lot construction to an elevation as determined by the final engineering plans for the Subject Property as approved by the Village Engineer. The owner of the adjoining property, namely Hartz Construction, Inc. (hereinafter referred to as "Hartz") shall be responsible for doing the rough grade of the two sites, which work will include, but not be limited to, top soil removal, earth excavation, embankment construction, discing, drying, recompacting or other compactive efforts as required in accordance with a soil report to be provided by Hartz and approved by Developer and Village. Upon stripping the top soil from the Subject Property, Hartz has agreed to stock pile it off site (on the adjoining land to be developed by Hartz) for use by Hartz, Developer and Village at no cost for landscaping their respective sites. Hartz also has agreed to provide other suitable (for embankment) materials (as determined by Hartz's soil engineer) for the building and parking lot work, specifically including stockpiling of compactable fill for Developer's use for the hotel building pad, and for the Village for the Convention Center's building pad.

13. Hartz also has agreed to allow Developer to stage his construction on that portion of its adjacent overall planned unit development to be conveyed to the Village in the future under the terms of a separate development agreement between Hartz and Village.

14. It is understood the Village is constructing a first class Convention Center and the Developer shall be managing the Convention Center once constructed. It is hereby agreed that the Village will seek the input of Developer regarding the selection of first class furniture, fixtures and equipment for the Convention Center, of a quality consistent with the hotel's standards and

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specifications, as well as interior treatments and finishes. Further, Village agrees to seek the input of the Developer on the overall architectural design, including construction standards, of the Convention Center, although it is understood by Developer that the Village shall have the final decision making authority regarding the design and construction standards of the Convention Center, the selection of furniture, fixtures and equipment, and the selection of interior treatments and finishes.

SECTION TWO: Contributions.

Upon the issuance of a building permit for each Lot or portion of the Subject Property, the applicant for the building permit shall make the following contributions, which are payable to the Village on behalf of the following:

	Per Non-Residential Building Permit
Water Construction Fund	\$ 300.00
Sewer Construction Fund	\$ 100.00
Tinley Park Volunteer Fire Department	\$ 5,000.00
E.S.D.A. Siren System	\$ 15.00

SECTION THREE: Storm Water Retention/Detention and Storm Sewers.

Storm water run-off emanating from the Subject Property shall be retained in central storm water retention facilities to be constructed by Hartz on adjacent property and located off of the Subject Property (the pond to be constructed to be hereinafter referred to as the Pond) pursuant to

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a separate agreement between Hartz and the Village. Said facilities shall be sufficient to handle a 300 room hotel on the Subject Property.

The design criteria, construction and maintenance for the storm sewers (on-site) required in the final engineering plans approved by the Village Engineer shall meet all standards of the Village currently in force as of the date of this Agreement and of the Metropolitan Water Reclamation District and shall be completed by the Developer at its expense.

The Pond shall be designed and constructed in accordance with Village standards and in accordance with final engineering plans approved by the Village. The Village agrees to further grant a variation from its Central Detention Pond Policy to allow the Pond to be a wet pond rather than a dry pond facility. Such Pond shall be located as approved by the Village. The construction and maintenance for the storm water retention/detention facilities, including the proposed Pond, shall meet all standards of the Village and the Metropolitan Water Reclamation District currently in force as of the date of such construction, and shall be completed at no expense to the Village by Hartz on the adjacent property pursuant to the separate agreement between Hartz and the Village.

Any such facilities which are to be located in a wetland or any excavation work which will disrupt the wetlands shall require a permit from the U.S. Army Corps of Engineers. No work shall commence in any wetland until such time as any such permit is obtained. Hartz shall also construct and install any other storm water retention or detention facilities required by any public body having applicable jurisdiction. The Village shall be responsible for the maintenance of all storm water retention or detention facilities.

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Owner and Developer shall record a declaration of covenants and restrictions, an easement or other legally sufficient document in a form and substance approved by the Village and providing for the care and maintenance of all of public facilities located on the Subject Property, including the right of the Village, in its sole discretion and not implying any duty whatsoever, to go in and perform such maintenance work if necessary and to charge the Developer and/or Owner for the costs for the same, including the right to record a lien against the land if such costs are not paid.

SECTION FOUR: Easements.

The Owner and Developer agree to grant all necessary easements to serve the Subject Property as it is proposed to be developed, with the easements naming as grantee the Village and/or other appropriate entity designated by Village, for the extension of sewer, water, or other utilities, or for other improvements which may serve not only the Subject Property, but other territories in the general area, together with the necessary cross easement(s) for parking provided for above in Section One hereof. Such easements shall include an easement covering all of the storm sewer detention facilities, including access thereto. Such easements shall be granted at the time requested by the Village. It shall be the responsibility of the Owner and Developer to obtain all easements, both on site and off site, necessary to serve the Subject Property.

SECTION FIVE: Developmental Codes and Ordinances and General Matters.

Except as otherwise provided in this Agreement, the development of the Subject Property and of each portion thereof shall be in accordance with the existing building, zoning, subdivision, storm water detention and other developmental codes and ordinances of the Village as they exist on

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the date each respective permit for development of each portion of the Subject Property is issued. Planning and engineering designs and standards, and public road construction and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Tinley Park at such time. The construction standards for all common driveways shall be as established in final engineering plans approved by the Village Engineer.

No occupancy permit shall be issued for any building prior to the installation of the binder course for any public street serving such building and also completion of the detention pond except for sodding.

SECTION SIX: Dedication and Construction of Main Road.

Owner, Hartz and/or Developer shall be required to dedicate, upon request of the Village, any necessary right-of-way across the Subject Property for the extension of the main road from 183rd Street to the hotel/restaurant and Convention Center at the location shown on **EXHIBIT 1** or at such other location as may be approved by the Village, and also dedicate, upon request of the Village, any necessary right-of-way for any road to be constructed from Harlem Avenue to the hotel and Convention Center if access to Harlem Avenue is approved by the Illinois Department of Transportation (hereinafter referred to as "IDOT").

Until completion of the main road (and any approved road giving access to Harlem Avenue) and approval by the Village, Developer shall be responsible for keeping such roads free from

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construction debris and for repair of damages to any public streets caused by Developer's construction traffic.

All parties shall be required to keep all adjoining streets clear from mud and debris generated by construction activity on the their respective properties. Such streets must be cleaned at least once a day by the party to this Agreement which is responsible, and more often if required by the Village in its sole judgment. For each day that the public streets are not cleaned as required hereunder during construction, the responsible party shall be subject to a fine of \$250.00 each day.

It is understood that the Developer and Village seek to have access to the Subject Property provided from Harlem Avenue. It is further understood that Harlem Avenue is under the jurisdiction of IDOT, and that it shall be the responsibility of the Developer to obtain such access, and if IDOT refuses to grant such access, it shall not be construed as a violation of any provision of this Agreement. However, the Village (and Hartz by separate agreement) does agree to use its best efforts to support and work with Developer in obtaining IDOT approval of such access if the traffic study to be performed by Village indicates that access can be provided in a safe and non-hazardous manner.

SECTION SEVEN: Water Supply.

Developer shall be required to construct at its expense all necessary on-site water mains to service the Subject Property in accordance with the final engineering plans approved by the Village. Hartz, by separate agreement, shall be obligated to extend the existing water main to the property

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line of the Subject Property and the Convention Center Site at a location(s) to be approved by the Village.

SECTION EIGHT: Sanitary Sewers and Treatment.

Developer shall be required to construct at its expense all necessary on-site sanitary sewer mains to service the Subject Property in accordance with final engineering plans approved by the Village. Hartz, by separate agreement, shall be obligated to extend the existing sanitary sewer main to the property line of the Subject Property and the Convention Center Site at a location(s) approved by the Village.

SECTION NINE: Utilities.

All new electricity, telephone, cable television and gas lines installed to service the Subject Property shall be installed by Developer at its expense and shall be installed underground, the location of which underground utilities shall be at the Developer's option.

SECTION TEN: Binding Effect and Term and Covenants Running with the Land.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities.

This Agreement shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois, at Developer's expense.

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The terms and conditions of this Agreement relative to the payment of monies to the various Village recapture funds, contributions to the Village, granting of easements to the Village, consent to assessments, dedication of rights-of-way to the Village and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION ELEVEN: Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. Village President
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
2. Village Clerk
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
3. Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attention: Terrence M. Barnicle

For the Owner and Developer:

1. Mr. Gerald A. Stillman, President
Tinley Park Hotel and Convention Center, L.L.C.
20000 Governors Drive, Suite 201
Olympia Fields, Illinois 60461

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2. Michael F. Welsh
Welsh, Rayson and McIntyre
16575 Oak Park Avenue, Suite 210
Tinley Park, Illinois 60477

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or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

SECTION TWELVE: Management Contract.

The Developer agrees to operate, pursuant to a management agreement with the Village, the Convention Center for the life of this Agreement. The Developer shall retain all rental revenue received from, and all charges for all services provided at, the Convention Center itself (not including any taxes generated to the Village from the Convention Center or any revenue received by the Village ancillary thereto, such as water revenue, license fees, etc.) and shall be obligated to pay (except as provided in Section Thirteen below) for all operations, maintenance and repair of the Convention Center and grounds (including the cost of electricity for the parking lot lights and the sign), and all expenses relating thereto, specifically including, but not limited to, providing the necessary staffing of the Convention Center, food, supplies, materials, equipment and furniture maintenance, repair and replacement, and all other related expenses, all pursuant to a separate management contract between the Village and Developer, which management contract shall be substantially in the form and substance as EXHIBIT 3 which is attached hereto and hereby made a part hereof. Such management contract will require Developer to maintain and repair such Convention Center so as to keep it as a first class facility.

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SECTION THIRTEEN: Convention Center Facility Maintenance Cost Sharing.

The Village agrees to share a portion of the cost of maintenance (and repair) of the Convention Center as follows: The Village will pay an initial facility maintenance cost sharing amount of \$255,000.00 for the first twelve (12) months of operation of the Convention Center. Thereafter, the facility maintenance cost sharing amount to be paid by the Village for that particular year will be increased 3 1/2 percent per year for years two (2) through ten (10) (subject to possible adjustments based upon performance or revenue as set forth below), and thereafter Developer agrees to manage the Convention Center at a fee of \$1.00 per year (the facility maintenance cost sharing amount is being "frontloaded" in order to encourage the Developer to aggressively market the Convention Center and to allow a greater fee in the earlier years with the expectation that revenue from the Convention Center will increase in the later years). Based upon such 3.5% annual increase, the facility maintenance cost sharing portion to be paid by the Village for each year of operation, commencing with the first twelve (12) month period beginning when the Convention Center holds its first event shall be as follows (unless adjusted as provided below or unless sufficient revenues are not received as provided below):

<u>Year</u>	<u>Facility Maintenance Cost Sharing—Village Portion</u>
1	\$255,000.00
2	\$263,925.00
3	\$273,162.00
4	\$282,723.00
5	\$292,618.00
6	\$302,860.00
7	\$313,460.00
8	\$324,431.00

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9	\$335,786.00
10	\$347,539.00
11 and thereafter	\$ 1.00

Notwithstanding the foregoing, the facility maintenance cost sharing portion to be paid by the Village may be adjusted downwards as follows:

- (a) The amounts set forth above assume that the Developer will market the Convention Center in such a manner that 100 or more events will be held in the Convention Center in each of the first five (5) years, 200 events or more annually after the fifth (5th) year and before the tenth (10th) year, and 300 events annually from the tenth (10th) year and thereafter. In the event that less than the required number of events are held in any particular year, the amount to be paid by the Village for that particular year will be reduced by a percentage equal to the same percentage by which Developer has failed to meet the above goals (e.g. if Developer only reaches 60% of the goal for the particular period, he shall be only entitled to 60% of the stated fee). For example, if in the third year only 90 events were held (i.e. the Developer was 10 percent short of meeting the goal for that year), there would be a 10 percent reduction in the portion to be paid by the Village with the resultant amount being \$245,815.80 (\$273,162.00 minus \$27,316.20 equals \$245,845.80).
- (b) Further provided, however, it is acknowledged by the parties that the Subject Property is located within the Oak Park Avenue Tax Increment Financing District of

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the Village (hereinafter referred to as the "TIF District"). The amounts provided for above shall be payable solely from real estate property tax revenues received by the Village from the TIF District and therefore are not guaranteed. Also, in addition, the payment of the aforesaid facility maintenance cost sharing portion to be paid by the Village out of such revenues is subject, however, to the additional following conditions and restrictions. No payment to the Developer hereunder shall be required annually unless and until such time as sufficient revenues are generated for that year to pay (1) the then existing annual debt service on the Village's financing for the construction of the Convention Center and (2) after twenty percent (20%) of such total TIF District revenues has been set aside for payment to the local school districts in accordance with a separate agreement between the Village and such school districts. Once the Village's debt service has been paid and the amount of surplus revenues has been set aside for the school districts, the Developer shall be entitled to the next TIF District revenues for that particular year, with such amount in no event to exceed the facility maintenance cost sharing amounts set forth above (as adjusted in accordance with the above, if applicable). Such amount shall be paid to the Developer on December 1st (for the previous 12 month period) of each year commencing on December 1 of the first year in which the Subject Property is fully assessed and full taxes are due and owing.

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The Developer shall be required to keep a log of all events held at the Convention Center. The Village Manager and Village Treasurer shall be entitled to review (and make copies if so desired) such log of events and any other relevant records at any time upon their request (all records are proprietary records of the Developer and shall not be disclosed by Village unless required by law to do so). Prior to the time Developer is entitled to any payments hereunder, the Developer must deliver to the Village a certification of the number of events held at the Convention Center during the preceding 12-month period. For the purposes hereof, the term "Event" shall mean a convention (with or without exhibits), exhibition, trade show, consumer show, banquet, business meeting, reception, seminar, class or other occasion during which all or any portion of the Convention Center or all or any of the meeting rooms in the building connecting the Convention Center to the adjacent hotel (the "Meeting Center") are utilized. Each use of all or any portion of the Convention Center or the Meeting Center during a single day by a different user shall be counted as one (1) Event. Accordingly, on a single day, multiple Events can occur. Where a single user utilizes all or any portion of the Convention Center for more than one day on a continuous basis, such use by that single user shall be counted as a separate Event for each day of such use.

In the event that the Developer is not entitled to a full or partial payment hereunder in any year solely because there are insufficient real estate property tax revenue received from the TIF District to pay the then existing debt service on the Village's financing for the construction of the Convention Center, the amount required to be set aside for the school districts and a portion or all of the payment due to Developer, then the amount unpaid (but otherwise due hereunder) shall carry

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forward and be paid in any subsequent year when there are sufficient revenues hereunder (after all adjustments).

Further provided, however, if the Village notifies Developer of any work that is necessary to be done in order to keep the Convention Center in a first class condition under the terms and provisions set forth below in this Section Thirteen, and if the deficiencies indicated in such notice are not corrected by Developer within the time set forth in the notice (which amount of time will be dependent upon the amount of work involved), then the Village shall be entitled to go in and perform or cause to be performed the work indicated in the notice, and further the Village shall be entitled to deduct the costs thereof from any payments due hereunder to the Developer pursuant to the provisions of this Section Thirteen. If any such work is done in any year when no or insufficient payments are due to the Developer to use to reimburse the Village, then the Village shall bill the Developer the appropriate amount and if not paid within thirty (30) days, then Owner and Developer agree that the Village may record a lien on the Subject Property as well as avail itself of any other available remedies under the law.

In determining whether the Convention Center is being maintained/repared in a first class condition by Developer, the quality of the facility will be rated at least two times in the year by the National Headquarters of Holiday Inn ("Holiday Inn-National"). If the Convention Center receives a rating of 849 points or less (with 1,000 points being a perfect score), it is conclusively agreed to between the parties hereto that such a rating would indicate that the Convention Center is not being maintained in a first class condition and that the appropriate maintenance and repair work must be

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done as soon as possible as indicated in the rating report. In the event Holiday Inn-National changes its rating system in the future, the parties hereto agree to meet and decide, by amendment hereto, whether to continue to utilize Holiday Inn-National's system or to switch to some other nationally recognized rating agency that customarily rates convention centers and/or hotels with business facilities. In the event that of Holiday Inn-National fails or refuses to rate the Convention Center in the future, such rating shall be done by a nationally recognized rating agency that customarily rates convention centers and/or hotels with business facilities. Also, the term "first class" shall not only refer to the physical condition of the premises, but also to the available technology for convention center programs of this size and other appropriate items that are typically rated in determining whether a convention center (or hotel with business facilities) is being maintained in a first class condition.

The Developer shall be entitled to the payments hereunder provided that all other conditions set forth in this Agreement are timely met and further provided that the Village has received no notice from Owner and Developer or from any other source that there exists any material default under any of the terms, conditions or provisions under any of the loan documents under which Developer's financing for the hotel/restaurant was obtained. Developer must also submit prior to any payment a Certification from a duly authorized officer of Manager that (a) all real estate taxes due on the hotel located adjacent to the Convention Center (the "Hotel") have been paid, (b) that no Event or Default exists under this Agreement and the separate Management Contract, and (c) no default exists under any of the loan documents covering the financing for the Hotel, and attaches

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copies of the real estate tax bills for the Hotel showing that the real estate taxes have been paid. Owner and Developer shall provide Village with any notices received throughout the term of this Agreement relating to the Subject Property which may have a material adverse impact on the operation of the hotel/restaurant, the Convention Center or this Agreement, specifically including any notices regarding any tax or loan delinquencies. Provided, however, the Village receives evidence satisfactory to it that any such default has been cured or is not material, the payments to the Developer required hereunder shall resume if all the requirements have been met.

Notwithstanding any of the foregoing or any other provision contained herein, if the Owner and/or Developer fails in any year to timely pay any or all of the real estate taxes on the Subject Property when they become due, the Developer shall forfeit (and such forfeiture shall not be subject to any cure period) that year's incentive payments due hereunder if such failure to pay is not cured within thirty (30) days of the date when such taxes were due to be paid. The Owner and/or Developer shall provide evidence that such taxes were paid when due within twenty (20) days after the Village so requests. Notwithstanding the foregoing, the Developer shall have the right to contest in good faith the assessed valuation of the Subject Property and the improvements thereon from time to time.

In the event the Developer fails to deliver to the Village any of the foregoing information within the time period set forth above, or otherwise violates any term or provision of this Agreement, then in such event, the Village shall have no obligation to make any payment to Developer until such time as any such failure or violation is corrected to the satisfaction of the Village, and all rights of

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the Developer to demand any current or future payment from the Village shall be deemed waived until such failure or violation is so corrected, and also all other obligations on the part of the Village arising pursuant to this Agreement shall be deemed canceled and without full force and effect.

The Owner and Developer hereby covenant and agree to make all of their books and records relating to their sources and amounts of revenue from the Convention Center and/or costs relating to the operation of the Convention Center available to the Village Manager, Treasurer, or staff representative for inspection at its regular place of business during regular business hours upon request made by the Village Manager or Village Treasurer. The Village acknowledges that such information is important proprietary information of the Developer and the Village will not reveal any of the information so reviewed unless the law otherwise requires the Village to do so. The Village will develop an auditing procedure to govern review of the Developer's records.

Owner and Developer agree that if any of the improvements to be built on the Subject Property are destroyed in whole or in part by any cause whatsoever, that such improvement shall be rebuilt to a comparable size and quality as the original improvements.

Owner and Developer further agree to maintain throughout the life of this Agreement all customary insurance that is commercially reasonable to protect against losses and liabilities of whatever kind. Owner and Developer further agree that any insurance proceeds received because of any such destruction will be applied first for the purpose of rebuilding such improvements in accordance with the foregoing provisions.

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Owner and Developer agree to obtain and continuously maintain during the life of this Agreement "all risk" property insurance to protect against loss of either the hotel/restaurant and/or the Convention Center by destruction. Any such policy or policies must be issued by an insurance company authorized to do business in Illinois which has a Best insurance rating of A,8 or better. Such policy or policies shall be initially in an amount equal to at least the actual costs of construction of the hotel/restaurant and Convention Center including all related expenses, and shall contain an automatic annual increase caused by inflation, and shall be maintained at levels which are at least equal to the replacement cost of the hotel/restaurant and Convention Center. Such policy or policies shall include a provision guaranteeing sufficient funds to reconstruct the hotel/restaurant and Convention Center and shall also contain a provision requiring at least thirty (30) days' advance written notice to be given by the insurance company to the Village in the event there are to be any modifications to, cancellation, non-renewal or failure to renew such policy or policies. Developer shall at least annually, and more often if required, provide the Village with either copies of the policy or policies of insurance or appropriate certificate(s) of insurance indicating full details of the coverage and also specifically acknowledge the notice to the Village requirements set forth herein.

The Developer shall keep the Subject Property, including the hotel and restaurant, and the Convention Center in a first-class condition at all times and will provide all necessary and suitable personnel to maintain and repair the same.

The Developer hereby represents and warrants that at all times it should comply with all applicable local zoning ordinances and regulations, and all building and fire codes regulations and

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all other applicable Village ordinances, resolutions and regulations, including all necessary action to collect the Village's hotel/motel tax.

The Developer hereby represents and warrants that the appraised value of the completed hotel/restaurant shall be in an amount not less than \$16,000,000.00. The Developer shall cause an appraisal to be done by a qualified MAI real estate appraiser confirming such appraised value to be at least \$16,000,000.00 and submit an appraisal certificate to the Village. The Village hereby represents and warrants that the cost of the Convention Center shall not be less than \$5,000,000.00 or more than \$7,000,000.00.

SECTION FOURTEEN: Defaults.

The occurrence of any one of the following shall constitute a default by the Developer under this Agreement:

- (a) A default of any term, condition or provision, contained in any material agreement or document relating to the project (other than this Agreement), and the failure to cure such default within the time and manner as provided in any such agreement or document.
- (b) Failure to comply with any term, provision or condition of this Agreement; and the failure to cure such default within the time and manner provided herein.
- (c) In the event a representation or warranty of the Developer contained herein is not true and such condition is not corrected within a period of thirty (30) days after written notice to the Developer by the Village.

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(d) The Developer shall: (i) become insolvent; or (ii) be unable, or admits in writing its inability to pay, its debts as they mature; or (iii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) be adjudicated a bankrupt; or (v) file a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) file an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) apply to a court for the appointment of a receiver for any asset; or (viii) have a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of the Developer and such appointment shall not be discharged within sixty (60) days after his appointment or the Developer has not bonded against such receivership or appointment; or (ix) a petition described in (v) is filed against the Developer and remains undismissed for a period of sixty (60) consecutive days, unless the same has been bonded; or (x) material monetary default under the terms of any loan agreement which relates to the project in any way.

Upon an occurrence of a default by the Developer as hereinabove set forth, the Village shall be relieved of any and all of its obligations arising pursuant to this Agreement and such obligations on the part of the Village shall be immediately canceled and without any force or effect. The sole remedy of the Village for Developer's default hereunder shall be to terminate this Agreement, effective as of the date of such default, and to recover from Developer any payment which may have been made to Developer hereunder between the date of such default and the date of termination of this Agreement and any sum for which the Village may be entitled to be reimbursed by Developer

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under the terms of this Agreement. Notwithstanding the foregoing, if the event which gives rise to Developer's default, independently of this Agreement, constitutes a violation of an ordinance, regulation or rule of the Village, the Village shall have such remedies against Developer as may be provided for in such ordinance, regulation or rule. Further notwithstanding the foregoing, the Village shall be entitled to recover any incentive payments made hereunder, regardless of when such payments were made, if there is a sale or assignment of the ownership (legal or beneficial) of either the Developer or the Subject Property without the Village's consent, with such consent to not be unreasonably withheld if the purchaser or assignee has successfully operated first class hotel and convention center facilities for at least ten (10) years.

SECTION FIFTEEN: Hotel Tax.

It is specifically understood by the parties hereto that the Village imposes a hotel tax for all hotels/motels within the Village. Owner and Developer agree for the life of this Agreement not to object to or contest the imposition of such tax and to comply with the provisions of the Village's ordinances relating thereto.

SECTION SIXTEEN: Signs.

The Developer shall be entitled to erect all signage indicated on **EXHIBIT 2** at the locations indicated on **EXHIBIT 2** and the Village will grant such permits and variations (if applicable) to permit the erection of all such signs. The main sign must advertise both the hotel/restaurant and the Convention Center. The main sign shall be allowed to be a maximum of 25 feet above the driving surface of I-80 measured from the bottom edge of the face of the sign. Such signs shall be located

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in accordance with the Village's Sign Ordinance and shall have reasonable setbacks from streets and highways as the interest of safety may require.

SECTION SEVENTEEN: Permits and Letter of Credit.

The Owner and Developer shall not be entitled to obtain any building permits, nor any sign permits, unless and until the proper letter of credit or cash deposit has been made to the Village to guarantee the construction of all public improvements on the Subject Property. The letter of credit or cash deposit shall specifically include an amount to cover the cost of street trees and street lights.

Owner and Developer agree that any dirt stock piles resulting from the development of the Subject Property shall be located in places as designated and approved by the Village, and for reasonable time periods not to exceed the earlier of either three years or the date on which the hotel has been substantially completed, unless an extension is agreed to by the Village. In addition, the Village, after providing Developer with 30 days advance written notice, shall have the right to draw upon the letter of credit provided for in this agreement to relocate or remove any dirt stock pile which results from the development should they not be placed in an approved location or if the pile is causing a storm water drainage problem, or should it remain beyond the time period specified by the Village; provided, however, that the Village will not draw upon the letter of credit if Developer relocates or removes the stock piles as directed by the Village within the 30 day notice period.

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SECTION EIGHTEEN: Reimbursement of Village for Legal and Other Fees and Expenses.

A. To Effective Date of Agreement.

The Owner and/or Developer concurrently with adoption of this Agreement by the Village shall reimburse the Village for the following expenses of outside contractors and professionals incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

- (1) the costs incurred by the Village for engineering services; and
- (2) the costs incurred by the Village for financial advisory services; and
- (3) all attorneys' fees incurred by the Village; and
- (4) miscellaneous out-of-pocket Village expenses, such as legal publication costs, recording fees and copying expense.

B. From and After Effective Date of Agreement.

Upon demand by Village made by and through its Manager, Owner and/or Developer from time to time shall promptly reimburse Village for all enumerated expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

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Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Developer upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Developer at its option from additional documents relevant to determining such costs and expenses designated from time to time by the Developer.

Notwithstanding the immediately preceding paragraph, Owner and/or Developer shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the Current Owner, Owner, Developer, and/or the Village, which relate to the terms of this Agreement, then, in that event, the Current Owner, Owner and Developer, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

1. Developer and/or Current Owner and Owner shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and the Current Owner, Owner and Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by

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its own legal counsel. In the event the Village exercises such option, then Owner and Developer shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against the Current Owner, Owner and Developer for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Current Owner, Owner and Developer all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Current Owner, Owner and Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner and Developer.

SECTION NINETEEN: Conveyance, Dedication and Donation of Real Estate and Certain Personal Property.

Any conveyance, dedication or donation of real estate required of Owner and/or Developer or the Village (hereinafter referred to collectively as "Grantor" in this Section) under this Agreement shall be made in conformance with the following requirements and any other applicable provisions of this Agreement.

A. **Fee Simple Title.** The conveyance, dedication or donation shall be of a fee simple title.

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B. Merchantable Title. Title to the real estate shall be good and marketable.

C. Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed, plat of dedication, or appropriate dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:

- (1) covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;
- (2) terms of this Agreement;
- (3) general taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of prior year's taxes is not determinable at the time of delivery, conveyance or dedication; and
- (4) such other exceptions acceptable to the grantee.

D. Title Insurance. Grantor, shall provide to grantee, not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from Chicago Title Insurance Company or such other title insurance company acceptable to the grantee.

The commitment for title insurance shall be in usual and customary form subject only to:

- (1) the usual and customary standard exceptions contained therein;
- (2) taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication;
- (3) subparagraphs 1 and 2 of paragraph C above; and
- (4) such other exceptions as are acceptable to the grantee.

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The commitment for title insurance shall be in the amount of \$5,000.00, and shall be dated not less than twenty (20) days prior to the time for delivery of the deed, conveyance or dedication. Grantor shall further cause to be issued within thirty (30) days after delivery of the deed, conveyance or dedication a title insurance policy in such amount from the company issuing the commitment for title insurance, subject only to the exceptions stated above.

All title insurance charges herein provided shall be borne by the respective parties in accordance with the customary billing practices of the title company.

E. Taxes, Liens, Assessments, Etc. General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed prior to delivery of the deed, conveyance or dedication. To the extent that any such item cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, Grantor hereby covenants that it will promptly pay the same upon determination of such amount and that it will indemnify, hold harmless and defend the grantee against any loss or expense, including but not limited to attorneys' fees and expenses of litigation, arising as a result of a breach of the foregoing covenant.

F. Delivery of Deed, Conveyance or Dedication. To the extent not provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to Grantor and grantee, otherwise at a date, time and place set by Village not more than thirty (30) days after notice thereof is given by Village to the other party.

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G. **Environmental Assessment.** Not less than thirty (30) days prior to any conveyance, dedication or donation of real estate required under this Agreement, any Village ordinance or other requirement, and if the conveyance is to the Village, the Grantor, at its sole cost and expense, shall have caused to be prepared and submitted to the Village a written report of a site assessment and environmental audit (the "Environmental Audit"), in scope, form and substance, and prepared by an independent, competent and qualified environmental engineer ("Engineer") satisfactory to the Village, and dated not more than sixty (60) days prior to the transfer date, showing the Engineer made all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial and customary practice in an effort to minimize liability, which takes into account and satisfies the "innocent landowner" provision set forth at 42 U.S.C. 9601(35), such that consistent with generally accepted environmental engineering practice and procedure and any applicable governmental rules, guidelines or regulations, no evidence or indication came to light which would suggest there was a release of substances on the property which could necessitate an environmental response action, and which demonstrates that the property and the facility complies with, and does not deviate from, all applicable federal, state, county, regional and local environmental statutes, laws, ordinances, rules and regulations ("Environmental Laws"), including the provision of any licenses, permits or certificates required thereunder. In the event the conveyance is being made by the Village to the Owner and/or Developer, the Village shall provide the grantee with any such Environmental Audit that it has in its possession or that it may obtain from the entity conveying the same property

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to the Village (it being understood that the Village does not currently own the land eventually to be conveyed to Owner and/or Developer).

The Environmental Audit shall also demonstrate that the property and the improvements located thereon, if any, do not contain:

- (i) asbestos in any form;
- (ii) urea formaldehyde;
- (iii) transformers or other equipment that contain fluid containing polychlorinated biphenyls;
- (iv) underground storage tanks; or
- (v) any other chemical, material or substance, the exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority (the "Authorities") or which poses a hazard to the health and safety of the occupants of the property or the facility, or the occupants of adjacent property.

The Environmental Audit shall also demonstrate that the property and facility are not, and have not been, the subject of any past, existing or threatened investigation, inquiry or proceeding concerning environmental matters by the Authorities, and that no notice or submission concerning environmental matters has been given or should be given with regard to the property and the facility to the Authorities. The Environmental Audit shall demonstrate that the property and facility are not subject to, or covered by, the requirements of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. 11001, et seq., and that the property is not now being used and has never been used for any activities involving directly or indirectly the use, treatment, storage or

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disposal of any hazardous or toxic chemical, material, substance or waste as defined in any Environmental Laws.

The Grantor of the property acknowledges and agrees that the grantee shall not be obligated to take title to any land if, in its sole and exclusive judgment (including, without limitation, information revealed by the Environmental Audit), that the use or condition of the property, or any part thereof, poses a material health, safety or environmental hazard. If such property does, then the Grantor must convey to the grantee suitable substitute land at a location(s) approved by the Village.

SECTION TWENTY: Future Expansion.

It is understood by the parties that the Village contemplates the expansion of the Convention Center building to at least 100,000 square feet of gross space at some point in the future. It is agreed that the decision to expand, the amount of expansion, the timing of the expansion, and all other considerations and decisions shall be made exclusively by the Village. The Village, however, will seek the input and concurrence of the Developer but the decision(s) will be made solely by the Village in its discretion. The Village also will conduct, or cause to be conducted, a feasibility study by an independent consultant as to the desirability, and degree, etc., of the proposed expansion, but the decisions relating to all facets of the proposed expansion will be made solely by the Village in its discretion. If the decision is to proceed with the expansion(s), the Village shall take all reasonable measures to minimize the effect of such construction on the operation of the remainder of the Convention Center and ancillary facilities such as the parking areas and access to the Convention Center. Should there be a need to construct a parking structure the Village and Developer will

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negotiate the division of the parking revenues. The expansion shall be completed by the Village at its expense and the management of the expanded facility shall be turned over to Developer under the Management Contract at such time as construction is complete. The decision to expand and all other related issues and decisions shall not relieve Developer from any of its obligations hereunder or under the separate Management Contract.

SECTION TWENTY-ONE: Right of First Refusal.

In the event the Village at any time during the term of this Agreement (as extended) decides to sell the Convention Center, the Developer shall have the right of first refusal to purchase said Convention Center. If Village receives a bona fide offer to purchase said Convention Center, the Developer shall have the right to match all the terms and conditions of such offer and purchase said Convention Center by giving written notice to the Village within thirty (30) days of receipt by the Developer of notice from the Village of the offer it has received, which notice shall be in writing and shall include all the terms and conditions under which the offer has been made by the third party. Failure to so notify the Village within said thirty (30) day period, or failure to enter into a contract satisfactory to the Village and matching all of the terms and conditions of said bona fide offer within forty-five (45) days after receipt of the initial notice from the Village, shall result in a forfeiture of the right of first refusal to buy the Convention Center; provided, however, the Village shall not have the right to sell to any such third party during the initial term of this Agreement unless Owner and/or Developer are in default under this Agreement and further provided that nothing herein shall be

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construed to limit the right of the Village to sell the Convention Center at the end of the initial term of this Agreement or at the end of any extended term.

SECTION TWENTY-TWO: Disconnection.

Owner and Developer, and all subsequent owners and any subsequent developers, agree to take no action to disconnect, and to seek no petition for disconnection, of the Subject Property, or any portion thereof, from the Village for the entire term of this Agreement.

SECTION TWENTY-THREE: Warranties and Representations.

The Current Owner, Owner and Developer represent and warrant to the Village that the Current Owner owns the Subject Property, and that other than the entities and persons hereinbefore described on page 1 of this Agreement, no other entity or person has any interest in the Subject Property or its development as herein proposed; and that Owner has provided the legal descriptions of the Subject Property set forth in this Agreement and that said legal descriptions are accurate and correct. The Owner and Developer further represent that the Developer intends and proposes to develop the Subject Property in the manner provided in this Agreement.

SECTION TWENTY-FOUR: Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, excluding the obligations relating to any portion of the Subject Property which are subsequently sold or conveyed to a third party, the Current Owner, Owner and Developer shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Current Owner, Owner and/or Developer respectively by this Agreement until such obligations have been fully

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performed or until Village, at its sole option, has otherwise released Current Owner, Owner and/or Developer from any or all of such obligations.

SECTION TWENTY-FIVE: No Waiver or Relinquishment of Right to Enforce Agreement.

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

SECTION TWENTY-SIX: Village Approval or Direction.

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law or this Agreement, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

SECTION TWENTY-SEVEN: Singular and Plural.

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

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SECTION TWENTY-EIGHT: Section Headings and Subheadings.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

SECTION TWENTY-NINE: Recording.

A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Developer.

SECTION TWENTY-THIRTY: Authorization to Execute.

The officers of Current Owner, Owner and Developer executing this Agreement warrant that they have been lawfully authorized by their respective Boards of Directors or partners to execute this Agreement on behalf of said Current Owner, Owner and Developer respectively and are lawfully authorized to execute this Agreement on their own behalf. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Current Owner, Owner, Developer and Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, letters of direction, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

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SECTION THIRTY-ONE: Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by them.

SECTION THIRTY-TWO: Counterparts.

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION THIRTY-THREE: Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default, subject to extension if the cure cannot be reasonably effected within thirty (30) days and the party at fault proceeds diligently to effect such cure at the earliest practicable time, and subject to delay, for Acts of God, inclement weather, casualty loss, industrial or civil strife, war or other events of force majeure.

SECTION THIRTY-FOUR: Conflict Between the Text and Exhibits.

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

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SECTION THIRTY-FIVE: Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

SECTION THIRTY-SIX: Definition of Village.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

SECTION THIRTY-SEVEN: Execution of Agreement.

This Agreement shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

ATTEST:

By Frank W. Gerson, Jr.
Village Clerk

VILLAGE OF TINLEY PARK, a Municipal Corporation

By Edward J. Ghandi
Village President

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subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 2nd day of June, 1998.

Commission expires

5-13-2001

Jean S. Condon
Notary Public



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99494675

STATE OF

COUNTY OF

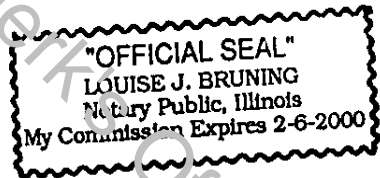
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named GERALD STILLMAN and, _____ of MID-CONTINENT DEVELOPMENT AND CONSTRUCTION CO., an Ill corporation, individually, and as the sole beneficiary under Trust No. _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said _____ then and there acknowledged that said _____, as custodian of the corporate seal of said corporation caused the corporate seal of said corporation to be affixed to said instrument as said _____ own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 2nd date of June, 1998.

Commission expires 2-6 2000

19

Louise J. Bruning
Notary Public



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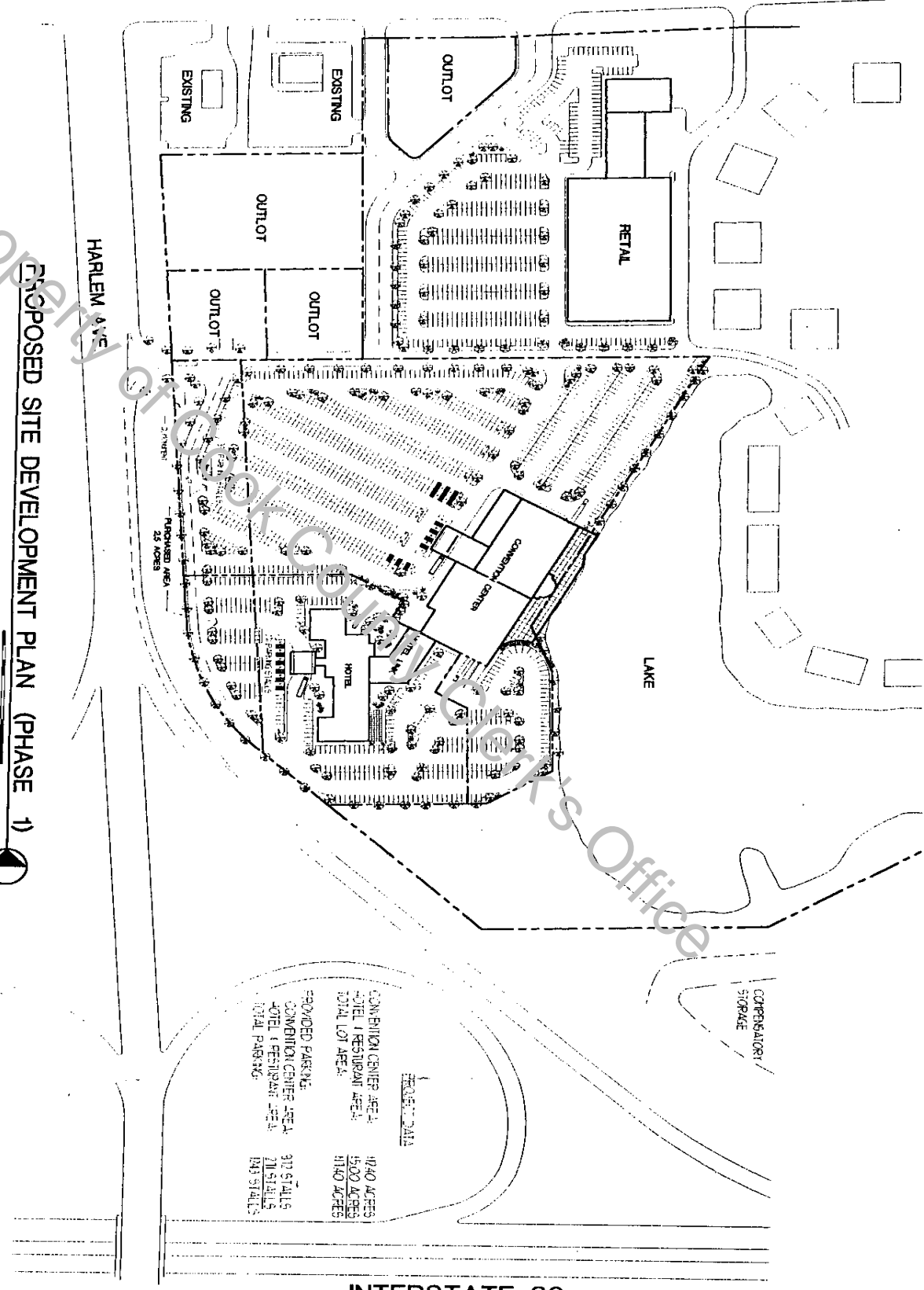
MC SHANE

DESIGNERS/BUILDERS
 MC SHANE Construction Corp.
 6401 Shaler Court, Suite 400
 Rosemont, IL 60018
 847.252.4300
 847.252.4300 FAX

TINLEY PARK CONVENTION CENTER

PROPOSED SITE DEVELOPMENT PLAN (PHASE 1)

HARLEM AVE



PROJECT DATA

CONVENTION CENTER AREA	1940 ACRES
HOTEL & RESTAURANT AREA	5500 ACRES
TOTAL LOT AREA	1140 ACRES
PROPOSED PARKING	312 STALLS
CONVENTION CENTER AREA	211 STALLS
HOTEL & RESTAURANT AREA	143 STALLS

6/2/98
David M. Dugan
Shawn R. Patton

EXHIBIT
1

Circle 3 HD
 SP-1
 11/1/98

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SIGNAGE

Such Signage and the location of such signage shall be as mutually agreed to by the parties in the near future.

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Property of Cook County Clerk's Office

EXHIBIT 2

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CONVENTION CENTER MANAGEMENT CONTRACT

CONVENTION CENTER MANAGEMENT CONTRACT ("this Contract") made and entered into as of this 21st day of August, 1998, by and between VILLAGE OF TINLEY PARK, an Illinois municipal corporation ("Owner") and TINLEY PARK HOTEL AND CONVENTION CENTER, L.L.C., an Illinois limited liability corporation ("Manager").

WHEREAS Manager is engaged in the business of managing, marketing and operating hotels and convention centers; and

WHEREAS, Owner is in the process of building an approximately 60,000 square foot conference and convention center in Tinley Park, Illinois, which is to be constructed on an approximately 12.4 acre parcel of real estate legally described on EXHIBIT A attached hereto and made a part hereof (said parcel of real estate and the improvements thereon shall hereinafter be referred to as the "Property"). The Property and building and all fixtures, furniture and equipment located therein are collectively referred to as the "Convention Center"; and

WHEREAS, the Owner wishes to engage Manager in connection with the management, marketing and operation of the Convention Center once construction is complete, and the Manager desires to render such services, all upon the terms and conditions hereinafter set forth and in that certain separate agreement between the parties entitled "Development Agreement - Holiday Inn - I-80 and Harlem Avenue" (the "Development Agreement").

EXHIBIT

3

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NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Term of Contract. The term of this Contract shall commence on the date hereof and shall expire at midnight on the twentieth (20th) anniversary of the completion of the Convention Center, unless sooner terminated as herein provided. The completion of the Convention Center shall be deemed to have occurred on the first business day immediately following the issuance of the Occupancy Permit by the Building Department of the Village of Tinley Park (the "Completion Date"). Notwithstanding the first sentence of this Paragraph, this Contract shall be automatically renewed for successive one (1) year terms each, unless either party gives written notice of termination to the other not less than sixty (60) days prior to the end of the then current term, which shall be effective at the end of the then current term.
2. Construction of Convention Center. Owner agrees that construction of the Convention Center building and ancillary facilities will be in accordance with all Legal Requirements (as defined in Section 8 hereof). Owner further agrees that the furniture, fixtures and equipment to be provided by Owner shall be "first class" similar to the furniture, fixtures and equipment customarily found in other municipally owned convention centers of similar size.
3. Grant to Manager. Owner hereby grants to Manager the sole and exclusive right to supervise and direct the management and operation of the Convention Center and Manager hereby accepts such grant and agrees that it will supervise and direct the management and operation of the

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Convention Center pursuant to the terms and conditions of this Contract and the Development Contract. Owner will provide marketing assistance to Manager. Manager shall have the right to determine operating policy, standards of operation, quality of service and any other matters affecting the management and operation of the Convention Center; provided, however, Manager shall operate the Convention Center in a "first-class" manner similar to the manner in which other municipally owned convention centers of similar size are operated. If Manager is not maintaining and operating the Convention Center in accordance with the terms of this Contract and the Development Agreement, the Owner shall have the right to impose such reasonable obligations as may be necessary for the Convention Center and its operation to meet such standards.

4. Subsequent Costs and Expenses. After the Completion Date, Manager shall be responsible for all costs and expenses incurred in connection with the Convention Center including, but not limited to, maintenance, repair, replacements, operating costs, supplies, utilities (including all water, electricity, gas, garbage removal, heat, telephone, cable television, hot water, and other consumable services supplied to or in respect of the Convention Center) and all other costs in connection with the operation and use of the Convention Center, which includes advertising on a regional or a national level for full utilization of this Convention Center, and in keeping the same in the condition required by this Contract and the Development Agreement. Such work shall include, but not be limited to, repairs, replacement and maintenance of the roof, and non-structural aspects of the Convention Center, heating and air conditioning equipment, sidewalks, all utility lines and services, boiler, sprinkler systems, parking area (including repaving when needed), elevators,

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interior walls, plumbing and electrical systems, drains, doors, windows, plate glass and glass, outside walls, lawn and landscaping. Manager shall also at its expense, be responsible for all cleaning, painting, decorating, carpentry work and all janitorial services with respect to the Convention Center and its site, and be responsible for snow and ice removal (except from public roads), grass mowing, and maintenance of trees and other landscaping. The Manager will not be responsible for work covered by builder guarantees and manufacturer warranties. The builder and/or developer working for the Village will minimally guarantee all items for one (1) year. The parties acknowledge that it is their intention that Owner have no responsibility nor liability for any costs in connection with the Convention Center after its completion. Notwithstanding the foregoing, because the Convention Center is owned by a municipal corporation, the Convention Center should be excluded from real estate tax rolls and no real estate taxes should be assessed against the Convention Center. In the event that due to a change in the Illinois Statutes or otherwise, real estate taxes should be assessed against the Convention Center, Owner shall be responsible for the payment of same.

5. Compensation. Manager shall be entitled to such compensation and revenue as provided for in the Development Agreement and this Agreement. Owner and Manager recognize the mutual marketing of the Convention Center may result in additional monies from other sources.

6. Operational Standards. The Manager agrees to operate the Convention Center in accordance with the provisions of this Contract and the Development Agreement, and in a first-class manner consistent with the manner in which other municipally owned convention centers of similar size are operated. This includes having a full-time staff which markets the Convention

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Center. Manager shall accord to Owner the right to enter upon any part of the Convention Center for purposes of examining or inspecting same. Such examination and inspections shall be done with as little disturbance to the operation of the Convention Center as possible.

7. Manager's Control. Except as otherwise provided herein and/or in the Development Agreement, Manager shall have uninterrupted control in the operation of the Convention Center. Accordingly, Manager shall determine rental rates, charges for other Convention Center services, appropriate uses of the Convention Center, policies relating to credit and all phases of publicity and promotion. Manager agrees to allow not less than ten (10) events, to be designated by Owner, for local or regional expositions or governmental seminars at a preferred rate, if space is available.

8. Permits and Compliance with Legal Requirements. During the term of this Contract, Manager shall obtain and keep in full force and effect, with the assistance of Owner as required, all necessary registrations, licenses and permits, including, without limitation, such occupational, sign and other licenses, as may be required for the operation of the Convention Center. Throughout the Term, Manager shall comply with all applicable requirements under all laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction over the Property and the provisions of this Contract and the Development Agreement (the "Legal Requirements"). In the event any subsequent alterations, additions or improvements, structural or non-structural, shall be required in order that the Convention Center be in compliance with applicable Legal Requirements and this Contract and the Development Agreement, the same shall be the responsibility of and shall be performed at the expense of Manager, except for any additions designed to expand the size of the

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Convention Center which will be constructed by Owner, provided, however, for any defects discovered or occurring within one (1) year after the Completion Date of the Convention Center or any addition constructed by Owner that are the result of poor workmanship of Owner's contractor in building the Convention Center or any product defects, and are covered by any applicable warranty from such contractor or any of such contractor's subcontractors or any manufacturer, the Village will cause such defects to be corrected at no expense to Manager. Manager shall defend any actions, suits or other proceedings alleging non-compliance with any Legal Requirements. Manager may contest, by appropriate legal proceedings conducted in good faith, in the name of Manager or Owner, or both, the validity of or application of any Legal Requirements (other than those of Owner or as required in this Contract and the Development Agreement). Owner shall execute and deliver any appropriate documents which may be necessary or proper to permit Manager to prosecute such contest.

9. Personnel. The Manager will hire, supervise, direct, promote, discharge and determine the compensation of all persons and entities employed in connection with the operation of the Convention Center. The Manager is to be the sole judge of the fitness and qualifications of all such persons and entities and is vested with absolute discretion in hiring, supervising, and directing same. In no event shall any of such employees be considered to be employees of Owner. However, nothing herein shall in any way be interpreted to prevent the Village from hiring such employees as the Village deems fit to assist in marketing the Convention Center. Manager shall have the obligation to maintain sufficient qualified staff at all times to operate the Convention Center

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in a first-class manner and in accordance with the terms of this Contract and the Development Agreement.

10. Accounting and Fiscal Periods. Manager shall maintain books and records reflecting the Convention Center's operation which shall be available for inspection by the Village Manager or Treasurer of the Village of Tinley Park, during normal business hours, at the Hotel or Convention Center, on ten (10) days prior written notice. Such records represent the confidential and proprietary information of Manager and shall not be disclosed to the general public by said Village Manager or Treasurer except as otherwise required by law. Further provided, however, the Village Manager and/or Village Treasurer may disclose such information to the Corporate Authorities of the Village and such other officers of the Village on a need-to-know basis. In addition, Manager agrees to provide to Owner an annual report in a format to be mutually agreed on by both parties.

11. Insurance Coverage. Manager shall develop a program for insurance coverage with respect to the Convention Center for the mutual benefit of Owner and Manager. Such insurance program shall set forth the types and amounts of coverage, which shall include, without limitation, comprehensive general liability insurance, fire and extended coverage insurance (at replacement value if available at reasonable cost), workers' compensation insurance, and other insurance customarily and usually procured in the operation of municipally owned convention centers, or required by any mortgagee of the Convention Center. It shall be the Manager's duty to procure and maintain such insurance; however, at the request of the Manager, the Owner shall assist the Manager

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in procuring and maintaining such insurance. All such insurance shall be effected by policies issued by insurance companies of good reputation and sound financial responsibility with a Best's insurance rating of A,8 or better. Upon procurement of such insurance, certificates of insurance evidencing such insurance shall be promptly delivered to Manager or Owner, whichever the case may be, and original policies, when issued, will be held by Manager. Owner, Manager and any mortgage lender shall be named as insureds on all appropriate policies. All insurance policies shall be endorsed specifically to the effect that the proceeds shall be made payable to the Manager to be used to the extent available to rebuild the Convention Center. All such policies of insurance shall also be endorsed specifically to the effect that such policies shall not be canceled or materially changed or non-renewed without at least thirty (30) day's prior written notice to the Owner and the Manager. The minimum amount of coverage for the comprehensive general liability insurance shall be \$10,000,000.00, for the fire and extended coverage insurance shall be \$7,000,000.00, the workers' compensation insurance at the statutory minimums, and other insurance in such amounts as the Owner and Manager shall agree. Moreover, the parties shall meet and review the adequacy of the insurance coverages and limits at least once every five (5) years to determine whether any additional or increased coverages are warranted. The Manager shall procure and provide Owner with Certificates of Insurance providing for the above coverages and other provisions. At the time of any renewal of any policy or certificate of insurance as above provided, Manager shall, not less than ten (10) days prior to the expiration of such policy, deposit with Owner a Certificate of Insurance indicating the policy has been renewed, together with proof of payment of premiums on the renewal

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of such policy. If Manager shall fail to obtain or maintain any required insurance, Owner may, but need not, obtain such insurance and perform any act required of Manager, without releasing Manager from any responsibility. Any amounts paid, together with costs, expenses and reasonable attorneys' fees, shall be reimbursed to Owner and shall bear interest from the date of Owner's payment at the rate of ten percent (10%) per year until paid.

12. Events of Default. The following shall constitute Events of Default hereunder if not cured within any applicable cure period:

- (i) The failure of either party (the "defaulting party") to pay to the other party (the "non-defaulting party") any such sum which may become due hereunder within thirty (30) days after the due date thereof; or
- (ii) The failure of either party (the "defaulting party") to perform, keep or fulfill any of the material terms, covenants, undertakings, obligations or conditions set forth in this Contract or the Development Agreement other than those referred to in the foregoing paragraph, and the continuance of such failure for a period of thirty (30) days after notice to the defaulting party from the other party (the "non-defaulting party") specifying such failure, or, in the event such failure is of such a nature that it cannot, with due diligence and in good faith, be cured within thirty (30) days, the failure of the defaulting party to commence to cure the same within such thirty (30) day period and thereafter to prosecute the curing of such failure with due diligence and in good faith (it being intended that, in connection with a failure not susceptible of being

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cured with diligence and in good faith within thirty (30) days, the time allowed the defaulting party within which to cure the same shall be extended for such period as may be necessary for the curing thereof with due diligence and in good faith); or

- (iii) Any event which would constitute an event of default under the Development Agreement; or
- (iv) The failure of Owner to complete construction of the Convention Center within fifteen (15) months of the start of construction of the date of this Contract; or
- (v) Any representation or warranty of either party hereunder is not true when made and such condition is not corrected within thirty (30) days following written notice to either party; or
- (vi) the Convention Center is added to the tax rolls of Cook County and real estate taxes are imposed on the Convention Center but only if Owner does not accept responsibility to pay same.

Upon occurrence of an Event of Default, the non-defaulting party may give to the defaulting party notice of intention to terminate the Term after the expiration of a period of fifteen (15) days from the date of such notice and, upon the expiration of such period, the Term shall expire. Such termination shall be without prejudice to any right to damages or any other legal remedy which the non-defaulting party may have against the defaulting party under applicable law.

13. Indemnification. The Manager shall indemnify and hold harmless the Owner from all liability, loss, damage, cost or expense (including, without limitation, reasonable attorneys'

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fees and expenses) which may be occasioned by Manager's breach of any term of this Contract, the Development Agreement, or the misconduct, negligence, fraud, embezzlement or breach of trust of or by Manager or any of its officers, directors, shareholders, agents or employees. Manager shall also indemnify and hold harmless Owner from all liability loss, damage, cost or expense (including, without limitation, reasonable attorneys' fees or expense) which arise, directly or indirectly, from Manager's performance or non-performance of its obligations hereunder. In case of any action, suit or proceeding brought against the Owner arising from or relating to any of the foregoing, the Owner will notify the Manager of such action, suit or proceeding and the Manager may, and upon the Owner's request will, at the Manager's expense, defend such action, suit or proceeding, or cause the same to be defended by counsel designated by the Manager.

It is expressly agreed by the parties that the foregoing provisions of this Section 13 and all other indemnifications contained in this Contract shall survive the termination of this Contract.

14. Survival. All representations, warranties, agreements, obligations and indemnities of the parties hereto arising prior to the termination of this Contract or resulting from the termination hereof shall survive the termination of this Contract.

15. Damage or Destruction by Casualty. If the Convention Center or any part of the improvements thereof shall be damaged by fire or other casualty, Manager shall be required to reconstruct or repair the Convention Center to the same condition as it was just before such damage out of the proceeds of the insurance required hereunder.

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16. Notices. All notices or other communications provided for in this Contract shall be in writing and shall be personally delivered or sent by reputable private commercial courier service or sent by United States registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses, until such time as written notice, as provided herein, of a change of address with a new address to be used thereafter is delivered to the other party:

OWNER: Village President
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

with a copy to: Village Clerk
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attention: Terrence M. Barricle, Esq.

MANAGER: Mr. Gerald A. Stillman
President
Tinley Park Hotel and Convention Center, L.L.C.
20000 Governors Drive, Suite 201
Olympia Fields, Illinois 60461

Any such notice personally delivered or delivered by courier service shall be deemed to be given, delivered or made upon receipt of the same by the party to whom the same is to be given, delivered or made. Any such notice sent by certified or registered mail shall be deemed to be given, delivered or made two (2) business days after deposit thereof in the United States mail.

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17. Relationship of Parties. Nothing in this Contract shall be deemed to create any joint venture or partnership between the parties. Neither the Owner nor the Manager shall have the power to bind or obligate the other, except as and to the extent expressly set forth in this Contract.

18. Mechanics' Liens. Manager shall not suffer or permit any mechanic's lien to be filed against the Convention Center site, or any part thereof, by reason of work, labor, services or materials performed or supplied or claimed to have been performed or supplied. If such mechanic's lien shall be filed against the Convention Center site, or any part thereof, Manager shall cause the lien to be discharged of record within ninety (90) days after the date of filing; provided, however, Manager shall not be required to discharge the lien so long as Manager shall in good faith and with due diligence contest the same by appropriate legal proceedings which shall have the effect of preventing the sale or forfeiture of the Convention Center site, or any part thereof or interest therein to satisfy the same; and, if Manager shall fail to discharge the lien within such period, then in addition to any other right or remedy of Owner, Owner may, but shall not be obligated to, discharge the same by paying the amount claimed to be due after inquiry into its validity. Any amount paid by Owner in procuring the discharge of such lien and all necessary disbursements in connection therewith, with interest thereon at the rate of ten percent (10%) per annum from the date of payment, shall be repaid by Manager on demand and if unpaid, may be deducted from any amount due from Owner to Manager. Liens filed for work performed before Manager takes possession shall be the responsibility of Owner.

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19. No Third Party Beneficiaries. This Contract is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder.

20. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, permitted successor or permitted assigns, except as hereinbefore limited.

21. Formalities. Any change to or modification of this Contract must be in writing signed by both parties hereto. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Captions for each section of this Contract are intended for convenience only and shall not be deemed to construe or limit in any manner whatsoever this Contract.

22. Entire Contract. This Contract contains the entire agreement and understanding between the parties in respect of the subject matter hereof and supersedes any prior understandings and agreements between the parties regarding the subject matter of this Contract.

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IN WITNESS WHEREOF, the parties hereto have caused this Convention Center Management Contract to be executed and delivered as of the day and year first above written.

OWNER:

VILLAGE OF TINLEY PARK

By: 
Village President

MANAGER:

TINLEY PARK HOTEL AND CONVENTION CENTER, L.L.C., an Illinois limited liability corporation

By: 
Its President

ATTEST:

By: 
Village Clerk

By: _____
Its Secretary

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ACKNOWLEDGMENTS

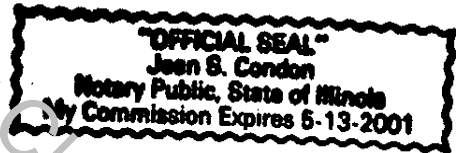
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

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

GIVEN under my hand and official seal, this 1st day of February, 1998. 9

Commission expires 5-13, 192001.
Jean S. Condon
Notary Public



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EXHIBIT A LEGAL DESCRIPTION

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That part of Lot 2 in Maudes Subdivision, (excepting therefrom that part of Lot 2 in Maudes Subdivision, a Subdivision in the Northwest $\frac{1}{4}$ of Section 6, Township 35 North, Range 13, East of the Third Principal Meridian, North of the Indian Boundary Line, bounded and described as follows: commencing at the most Northwesterly corner of said Lot 2; thence South 04 Degrees 01 Minute 56 Seconds East on the West Line of said Lot 2, a distance of 514.58 Feet to a point; thence South 03 Degrees 58 Minutes 34 Seconds East on the West Line of said Lot 2, a distance of 500.75 Feet to the Point of Beginning; Thence North 88 Degrees 52 Minutes 50 Seconds East on a line Parallel with the North Line of said Lot 2, a distance of 483.30 Feet to a Point; thence South 60 Degrees 38 Minutes 37 Seconds East, a distance of 156.67 Feet to a point; thence South 29 Degrees 21 Minutes 23 Seconds West, a distance of 159.71 Feet to a point; thence South 01 Degree 07 Minutes 09 Seconds East, a distance of 267.03 Feet to a point; thence South 88 Degrees 52 Minutes 50 Seconds West on a line parallel with North Line of said Lot 2, a distance of 230.37 Feet to a point on the Southwesterly Line of said Lot 2; thence (the following three courses being along the Westerly Line of said Lot 2 in Maudes Subdivision) North 47 Degrees 41 Minutes 09 Seconds West, a distance of 265.58 Feet to a point on a curve; Thence Northwesterly along said curve convex to the Southwest, having a radius of 425 Feet, chord bearing of North 23 Degrees 40 Minutes 19 Seconds West, a distance of 299.69 Feet to a point; Thence North 03 Degrees 58 Minutes 34 Seconds West, a distance of 20.51 Feet to the Point of Beginning, in Cook County, Illinois) being a Subdivision as recorded per Document No. 04087193, in the Northwest $\frac{1}{4}$ of Section 6, Township 35 North, Range 13 East of the Third Principal Meridian North of the Indian Boundary Line, bounded and described as follows: Commencing at the Northwest corner of said Lot 2; thence South 04 Degrees 01 Minutes and 56 Seconds East 514.58 Feet along the Westerly Line of said Lot 2, to a point that is 125.00 Feet East of the West line of said Northwest $\frac{1}{4}$ as measured at right angles; thence South 03 Degrees 58 Minutes 34 Seconds East 39.14 Feet along the Westerly Line of said Lot 2, to the Point of Beginning; thence North 88 Degrees 52 Minutes and 50 Seconds East 855.85 Feet along a line that is parallel with the North Line of said Northwest $\frac{1}{4}$; thence South 60 Degrees 49 Minutes and 48 Seconds East 113.31 Feet; thence South 29 Degrees 10 Seconds and 12 Minutes West 68.40 Feet to a Point of Curve; thence Southerly 46.96 Feet along said curve being the arc of a circle of 60.00 Feet radius convex Westerly, having a chord bearing of South 06 Degrees, 44 Minutes and 51 Seconds West, to a point of reverse curve; thence Southerly 104.52 Feet along said reverse curve being the arc of a circle of 134.00 Feet radius convex Easterly, having a chord bearing of South 06 Degrees 40 minutes and 19 Seconds West, to a point of tangency; thence South 29 Degrees, 01 Minutes and 00 Seconds West 276.44 Feet, to a point of curve; thence Southeasterly 94.23 Feet along said curve being the arc of a circle of 60.00 Feet radius convex Westerly, having a chord bearing of South 15 Degrees 58 Minutes and 21 Seconds East to a point of tangency; thence South 60 Degrees 57 minutes and 45 seconds East 73.54 Feet; thence South 03 Degrees 48 Minutes and 46 Seconds East, 161.20 Feet; thence South 01 Degrees 30 Minutes and 59 Seconds West 163.50 Feet, to a point of curve; thence Westerly 83.81 Feet along said curve being the arc of a circle of 45.00 Feet radius convex Southeasterly, having a chord bearing of South 54 Degrees 52 Minutes and 10 Seconds West, to a point of tangency; thence North 71 Degrees 46 Minutes 39 Seconds West 94.61 Feet, to a point of curve; thence South westerly 37.76 Feet along said curve being the arc of a circle of 33.00 Feet radius convex Northerly, having a chord bearing of South 75 Degrees 26 Minutes 24 Seconds West, to a point of tangency; thence South 42 Degrees 39 Minutes 27 Seconds West 21.41 Feet, to a point of curve; thence Westerly 49.09 Feet along said curve being the arc of a circle of 45.00 Feet radius convex Southerly, having a chord bearing of South 73 Degrees 54 Minutes 40 Seconds West, to a point of tangency; thence North 74 Degrees 50 Minutes 08 Seconds West 65.43 Feet; thence South 82 Degrees 07 Minutes 57 Seconds West 126.06 Feet; thence South 40 Degrees 59 Minutes 24 Seconds West 27.71 Feet, to the Westerly line of Lot 2 in said Maudes Subdivision; thence North 47 Degrees 41 Minutes 09 Seconds West 355.32 Feet along the Westerly line of said Lot 2, to a point on a curve, being the Westerly line of said Lot 2; thence Northerly 299.69 Feet along said curve being the arc of a circle of 425.00 Feet radius convex Southwesterly, having a chord bearing of North 23 Degrees 40 Minutes 10 Seconds West; thence North 03 Degrees 58 Minutes 34 Seconds West 492.12 Feet along the West line of said Lot 2, to the herein designated Point of Beginning, in Cook County, Illinois.

Containing 12.4 acres more or less