

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:
Bart A. Smith
Corporation Counsel
Village of River Grove
2621 Thatcher Avenue
River Grove, Illinois 60171

[For Recorder's Office]

SECOND AMENDED REDEVELOPMENT AGREEMENT

This **SECOND AMENDED REDEVELOPMENT AGREEMENT** (this "Agreement"), is made and entered into as of the _____ day of ____, 2021 (the "Effective Date"), by and between the Village of River Grove, an Illinois home rule municipal corporation located in Cook County, Illinois (the "Village") and MB Thatcher LLC, an Illinois limited liability company (the "Developer"). The Village and the Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Village is a municipality as defined by and subject to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* (the "Code"); and

WHEREAS, the Developer is an Illinois limited liability company/corporation which has its principal place of business at 3901 N. 25th Street, Schiller Park, Illinois, 60176; and

WHEREAS, the Village is the sole owner of that certain real property commonly known as 8300, 8306, 8308 and 8310 W. Center Avenue, 2738 and 2743 N. Marwood Street and 2748 N. Budd Street, River Grove, Illinois, and certain portions of an alley right-of-way further described in **EXHIBIT A** of this document, identified by Property Index Numbers 12-26-200-009-0000, 12-26-200-010-0000, 12-26-402-037-0000, 12-26-402-046-0000, 12-26-402-047-0000, 12-26-402-042-0000, 12-26-402-005-0000 and 12-26-401-005-0000 (the "Village Parcels"); and

WHEREAS, CKHM, LLC is the sole owner of that certain real property commonly known as 2801 Thatcher Avenue, River Grove, Illinois, identified by Property Index Numbers 12-26-402-001-0000, 12-26-402-002-0000 and 12-26-200-008-0000 (the "CKHM Parcels"); and

WHEREAS, the Village Parcels and CKHM Parcels are hereby referred together in this Agreement as the "Property" and are legally described in **EXHIBIT A** attached hereto and made a part hereof (the "Project Site"), but are limited in scope to except the parcel identified by Property Index Number 12-26-402-002-0000, as described further below; and

WHEREAS, Bartek Holdings LLC and MPM Holdings LLC are the holders of all outstanding share/membership interests in the Developer and Bartłomiej A. Przyjemski and Michael P. Musa serve as the officers/managing members of the Developer; and

WHEREAS, the Village has authorized the designation of the Grand Thatcher Tax Increment Redevelopment Plan and Project, (the “Redevelopment Plan”) concerning the area including the Project Site, all as legally described in the Redevelopment Plan (the “Redevelopment Project Area”); and

WHEREAS, the Village has the authority to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the “Act”); and

WHEREAS, in accordance with the Act, the Village has conducted public hearings with respect to the designation of the Redevelopment Plan, the Redevelopment Project Area and the Redevelopment Project at meetings of the Village President and the Board of Trustees (the “Corporate Authorities”); and

WHEREAS, the Corporate Authorities of the Village, after giving all notices required by law and after conducting all public hearings required by law, adopted the following ordinances: (1) Ordinance No. 2016-03 adopting the Redevelopment Plan, (2) Ordinance No. 2016-04 designating the Redevelopment Project Area, and (3) Ordinance No. 2016-05 adopting tax increment financing within the Redevelopment Project Area; and

WHEREAS, to facilitate the development of the Redevelopment Project, and in accordance with the terms of this Agreement, the Village has agreed to reimburse the Developer for certain TIF eligible costs in accordance with Section 5.2 hereof. This Agreement will be used to provide reimbursement to the Developer for some of its financing and constructing of certain improvements associated with the Project Site and other eligible redevelopment costs under the Act and this Agreement; and

WHEREAS, within the Redevelopment Project Area, the Developer has agreed to develop and construct on the Project Site a thirty-two (32) unit residential building, four (4) twelve (12) unit residential buildings, related parking and other public improvements (the “Project”), as further depicted on **EXHIBIT B** attached hereto and made a part hereof. It is anticipated that the Project will generate *ad valorem* tax revenues in addition to other benefits for the Village and further the transit oriented development objectives of the Village; and

WHEREAS, in connection with its development of the Project, Developer shall construct certain improvements (the “TIF Improvements”) and incur other redevelopment project costs eligible for reimbursement under the Act (which, together with the costs of the TIF Improvements, are referred to herein as the “Project Costs”). The Project Costs are identified in **EXHIBIT C** attached hereto and made a part hereof. The improvement of the Project Site with the Project and the construction of the TIF Improvements are collectively referred herein to as the “Redevelopment Project”; and

WHEREAS, On May 7, 2020, the Village Board conducted a public hearing, pursuant to proper notice, relative to the terms, conditions and provisions contained in this Agreement and received a presentation by the Developer regarding its development proposal for the Project Site. At the public hearing, there was an opportunity for proposals from other qualified developers for redevelopment of the Village-owned portions of the Project Site to be heard; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the Village may appropriate and expend funds for economic development purposes, including without limitation, for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law; and

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

WHEREAS, the Corporate Authorities of the Village, after due and careful consideration, have concluded that the development of the Redevelopment Project Area with the Project will further the growth of the Village, facilitate the development of the entire Redevelopment Project Area, improve the environment of the Village, increase the assessed valuation of the real estate situated within the Village, increase additional tax revenues realized by the Village, foster increased economic activity within the Village, increase employment opportunities within the Village, and otherwise be in the best interests of the Village by furthering the health, safety, morals and welfare of its residents and taxpayers; and

WHEREAS, the Village is desirous of having the Redevelopment Project Area developed for such uses in order to serve the needs of the Village and community and in order to produce increased tax revenues for the various taxing districts authorized to levy taxes within the Redevelopment Project Area, and the Village, in order to stimulate and induce the redevelopment of the Redevelopment Project Area, has agreed to finance certain Project Costs by reimbursing the Developer from some of the incremental property taxes generated by the Project Site, all in accordance with the terms and provisions of the Act and this Agreement; and

WHEREAS, the original version of this Agreement was approved by the Corporate Authorities of the Village on May 7, 2020, by way of Ordinance Number 2020-12, and this

amended Agreement has been prepared to address scrivener's errors in the original document; and

WHEREAS, the first amended version of this Agreement was approved by the Corporate Authorities of the Village on July 2, 2020, by way of Ordinance Number 2020-17, and this amended Agreement has been prepared to address certain modifications to the Developer's proposed development of a portion of one of the CKHM Parcels, identified in **EXHIBIT A** as "CKHM Parcel 1", and further identified under Property Index Number 12-26-402-002-0000 and common address of 2801 N. Thatcher; and

WHEREAS, the Developer now proposes to construct one (1) eighteen (18) unit residential building with commercial space on the ground floor on this portion of CKHM Parcel 1, rather than the previously proposed 2,900 square foot commercial building with a drive-through facility; and

WHEREAS, on November 4, 2021, the Corporate Authorities of the Village approved a Planned Unit Development to the benefit of the Developer with regard to this portion of CKHM Parcel 1, and other nearby properties to be developed by the Developer, and on November 18, 2021 approved a Redevelopment Agreement for these properties (the "Thatcher Phase 2 RDA"), under Ordinance Numbers 2021-31 and 2021-34; and

WHEREAS, the Developer has already expended sums related to the acquisition and site preparation of the portion of CKHM Parcel 1 that the Developer intends to seek reimbursement from the Grand Thatcher Tax Increment Financing District, and said sums were expended prior to the anticipation and execution of this Agreement, as they were in furtherance of the original Redevelopment Agreement that included the previously proposed drive-through facility on CKHM Parcel 1; and

WHEREAS, it is the intent of the Corporate Authorities of the Village to further amend this Agreement to remove reference to the previously proposed 2,900 square foot commercial building with a drive-through facility, and the provisions related to this use, as the Thatcher Phase 2 RDA provides alternate reference to this property and obligations of the Developer to so develop it in this alternate manner, but not to disturb the means in which the Developer will receive reimbursements for the already expended sums related to CKHM Parcel 1.

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

ARTICLE I. RECITALS PART OF AGREEMENT

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II. MUTUAL ASSISTANCE

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

ARTICLE III. ACQUISITION AND DEVELOPMENT OF PROJECT SITE

3.1 **Acquisition of Project Site.** The Village agrees to sell to the Developer, and the Developer agrees to purchase from the Village, all of the Village's right, title and interest in certain portions of the Village Parcels, including 8300, 8306, 8308 and 8310 W. Center Avenue, and certain portions of the alley right-of-way as described in **EXHIBIT A** of this document (PINs: 12-26-402-037-0000, 12-26-402-046-0000, 12-26-402-047-0000, 12-26-200-009-0000, 12-26-200-010-0000) (the "Village Parcels to be Conveyed"). Said sale shall be contingent upon the Developer's purchase of the CKHM Parcels and the Corporate Authorities' approval of the Developer's application for a final planned unit development for the Project at the Project Site.

3.2 **Purchase Price of Village Parcels to be Conveyed.** The purchase price to be paid by the Developer to the Village for the Village Parcels to be Conveyed shall be TEN and No/00 DOLLARS (\$10.00) (the "Purchase Price"), payable at closing.

3.3 **Purchase of CKHM Parcels.** The Developer represents to the Village that it is currently under contract for the purchase of the CKHM Parcels. Closing on the CKHM Parcels shall occur within fourteen (14) days of the Corporate Authorities' approval of the final planned unit development for the Project at the Project Site.

3.4 **Title Insurance.** The Village, at its cost and expense, shall as soon as possible deliver to the Developer, a title commitment ("Title Commitment") issued by Attorney's Title Guaranty Fund ("Title Company") for the Village Parcels to be Conveyed, in the amount of Nine Hundred Twenty Five Thousand and No/100 Dollars (\$925,000.00), subject only to (i) the exclusions and conditions contained in the Title Commitment; (ii) the restrictions and reservations, if any, contained in the Deed; (iii) 2019 general real estate taxes not yet due and payable and subsequent years; (iv) existing encroachments; (v) utility and drainage easements and such other covenants, easements, restrictions and matters of record; (vi) any additional easements recommended by the Village Engineer to be part of the conveyance; and (vii) acts done or suffered by or judgments against the Developer (collectively, the "Permitted Exceptions"). If the Title Commitment discloses exceptions to title, which are not acceptable to Developer (the "Unpermitted Exceptions"), Developer shall have thirty (30) days from the delivery of the Title Commitment to object to the Unpermitted Exceptions. Developer shall provide the Village with a title objection letter ("Developer's Objection Letter") listing those matters which are not Permitted Exceptions. The Village shall have thirty (30) days from the date of receipt of the Developer's Objection Letter ("Village's Cure Period") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be

occasioned by such Unpermitted Exceptions, and the time of Closing shall be extended thirty (30) days. If the Village fails to have the Unpermitted Exceptions removed or in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time ("Proforma Title Policy"), Developer may elect to either (i) terminate this Agreement or (ii) Close taking subject to such Unpermitted Exceptions. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as therein shown as to all matters insured by the Title Company, subject only to the Permitted Exceptions. The Developer shall pay the cost for any later date title commitment and the cost of the Title Company issuing a Proforma Title Policy to Developer. The Title Commitment shall, at Village's cost, provide for extended coverage. Title endorsements requested by the Developer for its owners' policy and/or loan title policy shall be paid for by the Developer.

3.5 **Survey**. The Developer has obtained an ALTA/ACSM topographical survey of the Property, prepared by an Illinois registered surveyor, Webster, McGrath & Ahlberg which has been submitted to the Village which shall be updated and made in compliance with ALTA and Land Survey Standards (and shall satisfy, at a minimum, Table A Options 6, 8, 10, and 11(b)) and dated subsequent to the date of this Agreement, certified to the Village, the Developer, and the title insurers, depicting the land, improvements, manholes, structures and utility lines in, over, under or upon the Property, the locations of all easements upon the Property or appurtenant thereto (identified by the Recorder's Document Number) and showing encroachments, if any, from or upon adjoining the Property or upon any easements located on the Property, certifying the number of square feet (or the number of acres) to not less than two decimal points, of the Property, and further certifying whether or not the land is located within a federal flood plain ("Survey"). A copy of the Survey and its updates shall be provided to the Developer and the Village upon receipt of same. The Developer shall pay the cost of the Survey. Upon approval of the Survey, the legal description of the Property shall be automatically revised to be that of the legal description in the Survey and Title Commitment. At either Party's request, any changes to the legal description shall be confirmed in writing and signed by both Parties. If the Survey discloses any Unpermitted Exceptions, Developer shall have thirty (30) days from the delivery of the Survey to object to the Unpermitted Exceptions. Developer shall provide the Village with a survey objection letter ("Developer's Survey Objection Letter") listing those matters which are not acceptable to Developer. The Village shall have thirty (30) days from the date of receipt of the Developer's Survey Objection Letter ("Village's Cure Period") to have the Unpermitted Exceptions removed from the Survey. If the Village fails to have the Unpermitted Exceptions removed within the specified time ("Updated Survey"), Developer may elect to either (i) terminate this Agreement or (ii) Close taking subject to such Unpermitted Exceptions.

3.6 **Deed**. The Village Parcels to be Conveyed shall be conveyed to Developer by the Village through a recordable quitclaim deed ("Deed"). The Deed shall provide that the Village Parcels to be Conveyed are being conveyed in "AS IS, WHERE IS" condition, disclaiming any warranties whatsoever including with respect to any environmental conditions existing in, on or beneath the Village Parcels to be Conveyed. If public utilities, street lighting, sanitary or storm sewers, fire hydrants and related water service lines, public sidewalks or any other above or below grade infrastructure or public improvements are located within any

portion of the Village Parcels to be Conveyed, the Village shall reserve in the Deed, a public utility or sidewalk easement of sufficient size to accommodate the repair, replacement, or maintenance of the public facilities or the installation of additional public facilities. The Village Engineer, in his or her discretion, shall determine the size of the required easement area. The Deed shall not remove or release any existing non-Village easement rights or other conditions of public record that are enforceable by other persons or private or public entities.

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

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

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

3.9 Other Conditions of Sale. Prior to closing, Developer is required to provide satisfactory proof to the Village of adequate, available funding to complete the Project.

3.10 Closing Date. The Closing Date for conveyance of the Village Parcels to be Conveyed ("Closing") shall be simultaneous with or as soon after the Developer's Purchase of

the CKHM Parcels ("Closing Date") as the parties can arrange after the Corporate Authorities' approval of a final planned unit development for the Project at the Project Site.

3.11 **Real Estate Transfer Taxes/Inspections.** The Parties acknowledge that as the Village is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). The Village is obligated to furnish completed Real Estate Transfer Declarations signed by the Village and the Developer in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and Cook County. The Village shall further provide the Developer with an Exempt Transfer Stamp from the Village of River Grove as required for the recording of the deed between the parties.

3.12 **Costs.** Unless otherwise provided herein, except for each Parties' respective legal fees, all closing costs shall be divided evenly between the Parties.

3.13 **Prorations.** The Village Parcels to be Conveyed currently are exempt from payment of real estate taxes, and there shall be no real estate tax proration given to the Developer at the Closing.

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

3.15 **Redevelopment Project.** The Developer shall cause the development of the Redevelopment Project in accordance with the objectives of the Redevelopment Plan, as it may be modified or revised from time to time as mutually agreed to by the Parties. The Developer shall construct, or will cause to be constructed, the TIF Improvements in substantial accordance with plans filed with the Village and approved by the Village and any and all other governmental or regulatory agencies having jurisdiction over any portion of the Redevelopment Project. The Parties agree that, as denoted above, the Developer shall not be required to construct the drive-through facility and commercial building as previously proposed by the Developer for CKHM Parcel 1. The Parties acknowledge that the Thatcher Phase 2 RDA provides for the construction of the newly proposed multi-use building proposed by the Developer and approved by the Corporate Authorities of the Village. In all other portions of this Agreement, any reference to the Developer's obligations to construct the improvements as indicated in the Redevelopment Plan shall be read in conjunction with this Section, and its modification of the Developer's proposal for the CKHM Parcel 1, as detailed above.

ARTICLE IV. CONSTRUCTION OF REDEVELOPMENT PROJECT

4.1 **Authorization to Construct.** In order to further the development of the Redevelopment Project Area, the Developer will complete construction of the Redevelopment Project, including the TIF Improvements. The TIF Improvements constitute some or all of those parts of the Redevelopment Project which qualify under the Act for Village reimbursement through tax increment financing as provided hereunder. The information contained in **EXHIBIT C** includes the Developer's anticipated costs to construct the TIF Improvements. The Developer represents and warrants that the TIF Improvements described in **EXHIBIT C** shall be completed in a manner conformant with all Village codes, regulations and policies. All records with respect to administration of the construction of the improvements contained herein shall be maintained by the Developer in order to facilitate a determination by the Village as to whether or not a particular item of cost is eligible for reimbursement pursuant to the Act and this Agreement. All TIF Improvements shall have been constructed in accordance with any and all applicable federal and state regulations, statutes and ordinances in order to be eligible for reimbursement.

4.2 **Village Approvals.** All procedures and requirements for Plan Approval shall be submitted and considered pursuant to normal and standard Village procedures.

4.3 **Costs.** The Village and the Developer agree that the Developer shall cause to be completed the construction of the TIF Improvements indicated on **EXHIBIT C** in accordance with the Plans to be approved by the Village as referenced in Section 4.2 above. Developer has advanced or will advance all funds and all costs necessary to complete the construction of such improvements and to otherwise complete the Redevelopment Project. To be eligible for reimbursement under this Agreement, Project Costs must be certified to the Village by the Developer in accordance with provisions of the Agreement and further subject to the limitations set forth in Section 5.2. The procedures to obtain a Village Certificate of Eligibility for the Developer's costs to construct the TIF Improvements are generally described in Section 5.3.

4.4 **No Liens.** Developer agrees that all TIF Improvements shall be free of all mechanics' and materialman's liens which could arise as a result of Developer's construction of the TIF Improvements. In the event that a mechanic's or materialman's lien is recorded and Developer intends to contest any such lien, Developer shall provide to the Village prompt written notice of its intent to contest the lien along with the legal and factual basis upon which Developer relies in contesting such lien. In the event such written notice is provided, Developer shall not be deemed to be in default of this provision or this agreement. Notwithstanding the foregoing, Developer hereby agrees and covenants to indemnify, defend and hold harmless the Village from all costs and expenses, including reasonable attorneys' fees and costs of litigation, in the event any liens are filed in connection with the Redevelopment Project as a result of the acts or omissions of the Developer, its agents, or independent contractors.

4.5 **Construction of Improvements.** The Developer shall provide the Village with a Construction Schedule for review and Village approval at least fourteen (14) calendar days prior to the Corporate Authorities' consideration of this Agreement. The Final Building and Engineering Plans and Construction Schedule shall be incorporated by reference into this

Agreement as **EXHIBIT E**, attached hereto and made a part hereof, upon approval by the Village and made a part hereof. The final Construction Schedule to be submitted by the Developer is subject to the review and approval of the Village staff and the Village Engineer, to ensure that the improvements contained in these documents are in substantial compliance with the Village-approved Project and site plan ("Site Plan") and in conformance with the applicable state, federal county and local rules, regulations and ordinances of the Village or any exceptions or variations from such rules, regulations and ordinances, as approved by the Corporate Authorities. Developer shall complete all public improvements required to extend Center Avenue eastbound from Thatcher Avenue to connect with Budd Street, including, but not limited to, the construction and repaving of the entire roadway, construction of sidewalks, curbs, gutters, parkways, public parking facilities and underground and overhead municipally controlled utilities (storm and/or sanitary sewer, if applicable). Developer shall perform these public improvements to meet the Village's specifications, and, upon their completion, shall convey these improvements to the Village by way of a no-cost bill of sale in a form provided by the Village. In addition, Developer shall apply for all permits required to construct the Project Improvement on or before July 15, 2020, with the approved and permitted construction and engineer plans being the "Plans."

4.6 **Construction Initiation and Completion.** Subject to delays caused by *force majeure*, the Developer shall, following conveyance of the Village Parcels to be Conveyed, initiate construction of the Project on or in substantial conformance with the Site Plan, Plans and Construction Schedule, no later than forty-five (45) days after the vacation of the Village alleys located on the Project Site. The Parties acknowledge and agree as of the Effective Date of this Agreement that the Developer has received and the Village has issued final certificates of occupancy for the Redevelopment Project. The date the Redevelopment Project receives a final certificate of occupancy from the Village is the "Commencement Date." If the Project is not commenced or completed on a timely basis as required herein, the Village's obligations under this Agreement may, following notice and at the sole option of the Corporate Authorities, be declared terminated, in which case the Developer may be obligated to re-convey the Properties and any improvements thereon back to the Village as further detailed in Section 9.2 below.

4.7 **Taxes, Fees and Charges.** Developer agrees to promptly pay or cause to be paid as the same become due, any and all fees, taxes and governmental charges of any kind that may at any time be lawfully assessed with respect to the Project, the Village Parcels to be Conveyed, or as otherwise required under the law or this Agreement. Developer agrees to pay when due, any and all real estate taxes and special assessments with respect to the Project, the Village Parcels to be Conveyed, together with all improvements constructed or to be constructed on the Village Parcels. If Developer fails to timely pay real estate taxes and special assessments when due as required by this Agreement, the Village may, following notice and at the sole option of the Corporate Authorities, declare Developer to be in default, in which case the Developer may be obligated to re-convey the entire Village Parcels to be Conveyed and any improvements thereon back to the Village as further detailed in Section 9.2. This obligation and the Village's remedy hereunder shall survive termination and be in full force and effect for a period of ten (10) years following the Effective Date.

4.8 **Compliance with Codes.** The Developer, in constructing the Project shall comply with all applicable Village, County, State and Federal codes and requirements, including all requirements in the Village's Zoning Ordinance.

4.9 **Right of Way Vacation.** The North/South alley right-of-way extending approximately one hundred seventy-one feet (171') north from Center Avenue, east of the 2800 block of Thatcher Avenue, and the East/West alley right-of-way extending approximately one hundred nineteen feet (119') east from Thatcher Avenue in the 8300 block of Center Avenue shall be vacated and conveyed by the Village to the Developer within forty-five (45) days of the Closing, and the Developer shall improve these properties in accordance with the Site Plan in **EXHIBIT B**. If Developer fails to timely improve these properties in accordance with the Site Plan as required by this Agreement, the Village may, following notice and at the sole option of the Corporate Authorities, declare Developer to be in default, in which case the Developer may be obligated to re-convey the entire Village Parcels to be Conveyed and vacated alleys and any improvements thereon back to the Village as further detailed in Section 9.2.

4.10 **Zoning Relief and Special Permissions.** The Developer shall apply for, and the Village shall be co-applicant for, a planned unit development required for Developer's proposed use of the Property, along with any additional zoning considerations. The Developer agrees that the Final Building and Engineering Plans and Construction Schedule submitted as part of **EXHIBIT E**, attached hereto made a part hereof, shall be in conformance with this Agreement and the Village's Zoning Ordinance.

4.11 **Consolidation and Vacation Plats.** The Parties acknowledge and agree that the Plats of Consolidation and Vacation (collectively the "Plats") have been reviewed and processed by the Village in accordance with the Village of River Grove Village Code.

4.12 **Damage to Public Improvements and Off-Site Improvements.** To the extent that the Developer or its employees, contractors, subcontractors or agents damage any private or public utilities or other private or public improvements of any kind that are located on-site or off-site relative to the Properties as part of the construction of the Project, the Developer agrees to promptly repair or replace or restore such damaged improvements with like kind and like quality materials as directed by the Village.

ARTICLE V. OBLIGATIONS AND DISBURSEMENTS; LIMITATION ON AMOUNT TO BE REIMBURSED TO DEVELOPER

5.1 **Flow of Funds.** The Parties agree that tax increment allocation financing, established and implemented in accordance with the terms and provisions of the Act, is and shall be the sole source of funds to reimburse the Developer for a portion of its incurred Project Costs, including the Developer's costs to construct the TIF Improvements, and the reimbursement of the Developer and the Village in connection with certain reimbursable Project Costs incurred or to be incurred by the Village and/or the Developer incidental to the Redevelopment Plan. The Village shall pay the Developer a portion of the ad valorem taxes attributable to the increase in the then current equalized assessed valuation of each taxable

lot, block, tract or parcel of the Redevelopment Project (the “Incremental Property Taxes”) over and above the total initial equalized assessed value of the Project Site as determined by the County Clerk in accordance with the provisions of Section 11-74.4-9 of the Act, if any (the “Base EAV”), for the payment of a portion of the Developer’s Project Costs. All Incremental Property Taxes shall be deposited from time to time as and when received by the Village into the special tax allocation fund to be established by the Village pursuant to the Act (the “Fund”) until the final payment due under this Agreement.

Commencing each December 1 after the Commencement Date while any amounts are due to the Developer hereunder, the Village shall conduct an accounting (an “Accounting Date”) to determine the aggregate amount, if any, of Incremental Property Taxes required to be paid to Leyden High School District No. 212, and River Grove School District No. 85.5 (the “School District Payments”) under Section 11-74.4-3(q)(7.5) of the Act (the “School Payments”) and to River Grove Public Library District under Section 11-74.4-3(q)(7.7) of the Act (the “Library Payments”). The Incremental Property Taxes net of the School Payments and the Library Payments are hereinafter referred to as the “Limited Incremental Property Taxes”.

No less than sixty (60) days prior to the Accounting Date, the Developer shall submit the annual real estate tax bills and proof of payment of such taxes relating to the Project Site to the Village Treasurer. The Limited Incremental Property Taxes that are to be paid shall be based upon the following calculations:

- A. Applicable Tax Year Equalized Assessed Valuation (“EAV”) for all Project Site tax parcels comprising the Project.
- B. *Less:* Base EAV (as certified by the Cook County Clerk for the Project Site tax parcels)
- C. *Equals:* Incremental Project Site EAV
- D. *Times:* Applicable Tax Year tax rate (per the tax bills)
- E. *Equals:* Incremental Property Taxes
- F. *Less:* School Payments/Library Payments/Village Retention
- G. *Equals:* Limited Incremental Property Taxes

An example of the calculations describe above is provided below (note: the figures utilized are examples only, the actual annual calculation would be based upon EAVs and tax rates in effect at the time of the calculation).

Applicable Year EAV	<u>\$100,000</u>
<i>Less:</i> Base Year EAV	<u>\$80,000</u>
<i>Equals:</i> Incremental EAV	<u>\$20,000</u>
<i>Times:</i> Applicable Tax Year Tax Rate	<u>x 10%</u>
<i>Equals:</i> Incremental Property Taxes	<u>\$2,000</u>
<i>Less:</i> School& Library Payments/Village Retention	<u>\$1,496</u>

The Village shall complete the calculations described above prior to December 1 of each year after the Commencement Date (the "Calculation Date"). Notwithstanding anything contained herein to the contrary, in the event Incremental Property Taxes for a given tax year are not paid as of the Calculation Date, such late Incremental Property Taxes shall be carried forward until such property taxes are paid and included as part of the calculation for the applicable calendar year in which said property taxes were paid.

Upon the completion of the calculation of the Incremental Property Taxes, the amount so calculated shall be applied for the payment of amounts due to the Developer pursuant to this Agreement until all amounts due to the Developer herein are paid within the term of the TIF District.

Because the Fund is a special fund, the deposits into or withdrawals from the Fund for payment of the amounts due under this Agreement are not subject to the appropriation process of the Village or the Corporate Authorities. The amounts deposited in the Fund shall be disbursed in accordance with this Agreement without further action by the Corporate Authorities, unless in the reasonable opinion of the Village Attorney such action is or may be necessary or appropriate, in which case the Corporate Authorities shall take such action as is necessary to make such appropriation.

5.2 Redevelopment Reimbursements. The Developer shall be entitled to reimbursement for the Project Costs eligible for reimbursement pursuant to the Act and this Agreement in an amount equal to sixty-eight percent (68%) of the Incremental Property Taxes (identified in 5.1 above as *G. Equals: Limited Incremental Property Taxes*) which are available in the Fund from time to time until the first to occur of either of the following events: (i) the expiration or termination of the Redevelopment Project Area; or (ii) the total amount reimbursed or paid to and received by the Developer under this Agreement equals Five Million and No/100 Dollars (\$5,000,000.00). The Village's obligation to reimburse the Developer shall be evidenced by the Village executing this Agreement. The Developer hereby acknowledges that the Incremental Property Taxes may be insufficient to cover the payment on the reimbursements as described above. In the event that Incremental Property Taxes are insufficient to repay the maximum amount of the Project Costs, Developer hereby acknowledges it shall have no recourse against the Village. Failure to pay any portion of the Project Costs, in and of itself shall not be deemed an act of default, the sole and exclusive act of default being the failure of the Village to pay from the Fund any Incremental Property Taxes available and on deposit in the Fund upon the date payment is due pursuant to this Agreement. The Village shall have no obligation to reimburse the Developer for any Project Costs except from Incremental Property Taxes. Payment to Developer for Project Costs is not a general obligation of the Village. The Developer will submit sworn requests to the Village in a form attached as **EXHIBIT D**, attached hereto and made a part hereof, for TIF Improvements, and shall also certify as to private improvements which may be necessary to construct and complete the Project in accordance with the Plans which have been or are to be approved by the Village.

5.3 **Procedures - Certificate of Eligibility.** In order to be reimbursed for any TIF Improvements or Project Costs, the Developer shall submit to the Village a sworn written Request for Certificate of Eligibility that is attached hereto as **EXHIBIT D** setting forth the identified item, description, quantity, unit price and amount of Project Costs for which certification is sought and identification of the Project Costs with respect thereto. The Developer shall furnish closing statements, bills, contracts, invoices, canceled checks evidencing payment, lien waivers, engineers and owner's certificates or other evidence as the Village may reasonably require to evidence satisfactory completion, compliance and appropriate payment hereunder, and the due performance of, this Agreement. The Village reserves the right to have its engineer or other agents or employees inspect (within the time frames herein above provided) the TIF Improvements in respect of which a request for certification is submitted, to examine the Developer's and others' records reasonably relating to all Project Costs to be reimbursed, and to obtain from such parties as the Village reasonably determines to be appropriate such other information as is reasonably necessary for the Village to evaluate compliance with the terms hereof. The Developer agrees, to the maximum extent permitted by law, to cause any person having possession of information regarding the TIF Improvements and any other Project Costs to furnish the Village with information which the Village reasonably considers appropriate to its determination as to whether or not the requested certification shall be approved. In the event the Village disapproves of the required completed request due to an error in the request for certification, any TIF Improvements for which certification in respect thereto has not been approved or accepted by the Village, or for any other good and lawful reason, the Village shall notify the Developer in writing within thirty (30) days of the aforementioned thirty (30) day period that the request for certification is disapproved and shall specify the reasons therefor in reasonable detail. In the event the Village determines that in its sole opinion the request for certification is proper in part, the Village may proceed to approve that portion of the request which it deems to be appropriate and proper, issue a Certificate of Eligibility in the proper amount, and there upon shall send notice of disapproval to the Developer as to the remainder. As to any disapproval, the Developer shall have the right to resubmit and request certification as an eligible Project Cost at any future time except when the reimbursement sought is clearly not eligible for reimbursement pursuant to the Act and this Agreement. The date when the Village issues a Certificate of Eligibility to the Developer for any or all of the Project Costs shall be referred to herein as the "Certification Date".

5.4 **Limitation on Redevelopment Reimbursements Review.** There shall be no expense reimbursed to the Developer unless the funds used for the payment of the expense for which reimbursement is requested is exclusively derived from private funds (non-federal, state, or local governmental grant or loan funds). Thus, any governmental funds (governmental grant or loan funds) used directly or indirectly to pay for any otherwise eligible project costs expense (except through payments of TIF funds) shall not be subject to any reimbursement to the Developer pursuant to this Agreement. The Developer shall certify in writing to Village to the foregoing as part of the Request for Certificate of Eligibility as provided for in **EXHIBIT D**.

5.5 **Village's TIF Costs.** The Parties hereto acknowledge that the Village may incur certain costs eligible for reimbursement under the Act. Any and all actual expenses and actual

eligible costs incurred or expected to be incurred by the Village in connection with the Redevelopment Plan may be reimbursed from or paid from the Fund when incremental taxes are available and on deposit in the Fund pursuant to the provisions of Section 5.1 herein.

5.6 **Absolute Limitation on Reimbursement Amount.** The Parties hereby agree, and the Developer hereby acknowledges, that the Developer shall be entitled to reimbursement of Project Costs as authorized by this Agreement, which it incurs, in an aggregate amount not to exceed Five Million and No/100 Dollars (\$5,000,000.00) (the "Maximum Amount"), notwithstanding that Developer may in fact expend sums in excess of such amount which would otherwise qualify as Project Costs in furtherance of the Redevelopment Plan and the Redevelopment Project.

5.7 **Open Book Project.** The Project shall be an "open book" project meaning that Developer and the general contractor (or contractors, if more than one) shall provide continuing access to the Village's agents for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the costs of the Project. The foregoing Village review rights with respect to the Project shall terminate two (2) years after the Commencement Date. The Parties agree that, if upon completion of the Project, Developer's Project Costs are lower than indicated in Exhibit C to this Agreement, the Village reserves the right to reduce the percentage of reimbursement as agreed upon under this Agreement.

5.8 **Consolidation.** The Property currently consists of ten (10) parcels for real estate tax assessment purposes. None of the ten (10) tax parcels contains any real estate other than portions of the Property. The Developer covenants and agrees to file a petition with the Cook County Assessor to have the Property consolidated into a single tax parcel. However, the Village shall be required to make the payments of tax increment allocation funds to the Developer whether or not the consolidation has taken place.

ARTICLE VI. AUTHORITY

6.1. **Powers.** The Parties acknowledge that they make this Agreement based upon their respective understanding that the Village has full constitutional right, power and authority under currently applicable law to deliver and execute and perform the terms of this Agreement, and that all of the foregoing have been duly and validly authorized and approved by all necessary Village proceedings, findings and actions and the Developer, and the Village jointly and severally agree that this Agreement each constitute the legal, valid and binding obligation of the Village and the Developer are enforceable in accordance with their respective terms and provisions.

6.2. **Authorized Parties.** Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the Village or the Developer is required, or the Village or the Developer is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the Village, unless otherwise provided herein, by the Village President or his or her designee and for the

Developer an officer or manager of the Developer; and any Party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement or other action and neither Party hereto shall have any complaint against the other as a result of any such action taken.

ARTICLE VII. REPRESENTATIONS AND WARRANTIES

7.1. **Developer Representations and Warranties.** The Developer makes the following representations and warranties with regard to this Agreement:

(a) The Developer represents and warrants to the Village that the Developer has the requisite power and authority to enter into and fully carry out this Agreement and the purchase of the Village Parcels to be Conveyed and the CKHM Parcels, including the execution of all instruments and documents delivered or to be delivered hereunder.

(b) The Developer represents and warrants that the Project at the Property during the term of this Agreement shall be constructed, fully completed and maintained in a good and workmanlike manner in accordance with all applicable Federal, State and County laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and the building, electric, plumbing and fire codes, that are applicable to the Village Parcels and the Project.

(c) The Developer certifies that:

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

- (iii) It shall comply with the Illinois Drug Free Work Place Act.
- (iv) It shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights and shall not commit unlawful discrimination and shall agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- (v) It shall comply with its own written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).
- (vi) It is and will remain an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein.
- (vii) It shall comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160).
- (viii) It shall comply with the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.).
- (ix) Any construction contracts entered into by the Developer relating to the Project and any additional improvements to the Properties shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act and the Illinois Prevailing Wage Act and the federal Davis Bacon Act, if applicable.

- (x) The Developer is neither delinquent in the payment of any tax administered by the Illinois Department of Revenue nor delinquent in the payment of any money owed to the Village.
- (xi) It is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, but only to the extent applicable.

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

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

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

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

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

(g) Any claims or lawsuit or complaint of violation of laws that is received by the Developer relative to this Agreement shall be immediately forwarded to the Village in accordance with the notice provisions of this Agreement.

(h) The Developer further acknowledges that because the Village is a municipal entity that this Agreement is subject to the approval of and is not enforceable until approved at an open meeting by the Corporate Authorities. If such approval is not so received, this Agreement shall have never been in effect.

(i) The Developer recognizes and agrees that the Village has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of the planned unit development for the Project, the Site Plan and final Building Plans and Engineering Plans and elevations, excavation permits, grading permits, building permits and

occupancy permits, and failure on the part of the Village to grant or issue any required permit shall not be deemed as the cause of delay by the Developer under this Agreement or give rise to any claim against or liability to the Village pursuant to this Agreement. The Village agrees, however, that such non-zoning approvals and permits shall not be unreasonably withheld, conditioned or delayed.

(j) The Developer has identified adequate funds in an amount not less than that required to complete construction of the Project, plus the cost of any anticipated and unanticipated contingencies, and shall use its best efforts to secure adequate working capital necessary to complete the Project in a timely manner in accordance with the terms of this Agreement. Developer shall provide proof of financing for the Project to the Village with fourteen (14) days of the execution of this Agreement.

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

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

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

7.2. **Village Representations and Warranties.** The Village makes the following representations and warranties with regard to the Village Parcels to be Conveyed and this Agreement:

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

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

(c) To the best of Village's knowledge, there is no agreement or undertaking or bond with any governmental agency respecting construction of any acceleration or deceleration lane, or any access or signalization affecting the Village Parcels to be Conveyed or for which the Village Parcels to be Conveyed are bound to contribute. In addition, there are no pending improvements to the Village Parcels to be Conveyed or to or on adjacent rights of way contemplated by appropriate governmental bodies or any existing or pending special assessments.

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

(e) That there are no persons in possession or occupancy of the Village Parcels to be Conveyed or any part thereof, nor are there any persons who have possessory rights in respect to the Village Parcels to be Conveyed or any part thereof. To the best of Village's knowledge, no portion of the Village Parcels to be Conveyed has been filled or used as a landfill, graveyard, cemetery or burial site.

(f) There are no claims, causes of action or other litigation or proceedings pending or, to the best of the Villages knowledge, threatened in respect to the ownership, operation or environmental condition of the Village Parcels to be Conveyed or any part thereof.

(g) To the best of the Village's knowledge, there are no violations of any health, safety, pollution, environmental, zoning or other laws, ordinances, rules or regulations with respect to the Village Parcels to be Conveyed, which have not been heretofore entirely corrected. The present state of the Village Parcels to be Conveyed with regard to any environmental conditions therein has been fully disclosed to the Developer, and no request has been made by the Developer to the Village or its representatives to take any further action to address any environmental conditions upon the Village Parcels to be Conveyed.

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

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

(j) To the best of the Village's knowledge, no Hazardous or Toxic Material (as hereinafter defined) exists on or under the surface of the Village Parcels to be Conveyed or in any surface waters or ground waters on or under the Village Parcels to be Conveyed, other than has been noted by: (1) the Phase I Environmental Site Assessment performed by the Village for the Village Parcels to be Conveyed; (2) the No Further Remediation Letter issued by the Illinois Environmental Protection Agency to the Village regarding the Village Parcels to be Conveyed; and (3) the Asbestos Survey of the Roofing Materials on the Village Parcels to be Conveyed, all of which have been made available to the Developer prior to the execution of this Agreement. To the best of the Village's knowledge, other than noted in the document noted above, the Village Parcels to be Conveyed have not, are not now, and will not prior to Closing, be used as a sanitary landfill, dump site, industrial disposal area, treatment or storage site for Hazardous or Toxic Material, or for any other similar use, on either a permanent or temporary basis. There are no pending, or to the best of the Village's knowledge, anticipated suits, actions, investigations, proceedings, liens, or notices from any governmental or quasi-governmental agency with respect to the Village Parcels to be Conveyed, the Village, or Environmental Laws (as hereinafter defined). For purposes of this Agreement, the term "Hazardous or Toxic Material" shall be defined to include; (i) asbestos or any material composed of or containing asbestos in any form and in any type, or (ii) any hazardous, toxic or dangerous waste, contaminant, pollutant, substance, material, smoke, gas, or particulate matter, as from time to time defined by or for purposes of the Comprehensive Environmental Response Compensation and Liability Act, as amended, and any law commonly referred to as of the date hereof as "Superfund" or "Superlien" or any successor to such laws, or any other Federal, state, or local environmental, health or safety statute, ordinance, code, rule, regulation, order, or decree regulating, relating to or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous wastes, substances, material, gas, or particulate matter as now or at any time hereinafter in effect (collectively, the "Environmental Laws"). The Village makes no representation regarding the subjects of this Section for the CKHM Parcels, and will bear no liability for Developer's failure to investigate any conditions that may upon those properties.

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

(l) The Village has not received any notice that the Village Parcels to be Conveyed or any part thereof are, and, to the best of its knowledge and belief, no part of the Village Parcels to be Conveyed are located within an area that has been designated by the Federal

Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special regulation.

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

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

ARTICLE VIII. INSURANCE

8.1. **Builder's Risk Prior to Completion.** Prior to completion of the construction of the Redevelopment Project as certified by the Village, the Developer shall keep in force at all times completed builder's risk insurance against risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies, and materials furnished for the Redevelopment Project (including onsite stored materials). Such insurance policies shall be issued by companies and in amounts satisfactory to the Village. All such policies shall contain a provision that they will not be canceled or modified without 30 days' prior written notice to the Village.

8.2. **Insurance During Term of Agreement.** Prior to commencement of the Redevelopment Project, the Developer (or the Developer's contractor) shall procure and deliver to the Village, at the Developer's (or such contractors) cost and expense, and shall maintain in full force and effect until each and every obligation of the Developer contained in this Agreement has been fully paid or performed, a policy or policies of general comprehensive liability insurance and, during any period of construction, contractor's liability insurance and workers' compensation insurance, with liability coverage under the comprehensive insurance to be not less than \$1,000,000 for each occurrence and \$2,000,000 total and including

automobile insurance coverage, all such policies to be in such form and issued by such companies as shall be reasonably acceptable to the Village to protect the Village and the Developer against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Redevelopment Project or the improvements or the construction and improvement thereof. Each such policy shall name the Village and its officers, employees, agents, attorneys, and representatives as additional insureds and shall contain an affirmative statement by the issuer that it will give written notice to the Developer and the Village at least 30 days prior to any cancellation or amendment of its policy. Any other insurance or self-insurance maintained by the Village shall be in excess to and not contribute to the protection the Village receives as an additional insured on the insurance required by this Agreement.

8.3. Compliance with Village Codes, Rules, Ordinances, and Regulations.

Specific requirements imposed on the Developer with regard to indemnification and insurance coverage shall not be considered exclusive of any other Village code, rule, ordinance, or regulation of general applicability. The inclusion of such specific requirements in this Agreement shall not be construed as a waiver of the Village's independent right and authority to apply and enforce its various codes, rules, regulations, and ordinances of general applicability for insurance, surety, and bonding against the Developer and its successors in title.

ARTICLE IX. GENERAL PROVISIONS

9.1. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

9.2. Breach. In the event Developer fails or refuses to: (i) timely start construction of the Project on the Properties within the relevant time frames provided for herein, or (ii) timely complete the Project, within the relevant time frames provided herein, subject to Force Majeure and weather conditions and the mutual agreement of the Parties, or (iii) maintain the Project following construction in conformance with Village approvals, including the special use permit and Site Plan, and Village standards, or (iv) make timely payment of real estate taxes during the term of the Agreement and for a period of ten (10) years after the effective date of this Agreement, the Village may declare the Developer in default and terminate this Agreement upon thirty (30) days' prior written notice. In such case, at the sole option and direction of the Corporate Authorities, if any, Developer shall be obligated to (i) repay to the Village or the applicable taxing body amounts of all taxes, penalties and interest accrued against the Properties during the time period owned by the Developer; and (ii) re-convey title to the Village Parcels to be Conveyed and vacated alleys by warranty deed (free and clear of any liens, encumbrances, easements or other conditions of title created by Developer or its agents that would prohibit the Village from acquiring fee simple good, marketable title to the Village Parcels to be Conveyed and vacated alleys) to the Village pursuant to the notice of default, as liquidated damages for the default, both Parties agreeing that under such circumstances actual damages are difficult to estimate but that repayment of taxes, penalties and interest and re-conveyance of the Village Parcels to be Conveyed and vacated alleys, if exercised by the

Village, is the best estimate of damages, and the Village shall not have any responsibility for or obligation to pay Developer any other compensation, damages or penalties to Developer for the re-conveyance of fee simple title to the Village Parcels to be Conveyed and vacated alleys or improvements made by Developer thereto. Upon re-conveyance by Developer, the Village shall have the right to re-enter and re-possess the Village Parcels to be Conveyed and vacated alleys and those improvements and personal properties that are not removed by Developer. The obligation of the Developer to pay real estate taxes on the Properties, and the Village's remedy of re-conveyance hereunder shall survive termination of this Agreement and be in full force and effect for a period of ten (10) years following the effective date of this Agreement.

9.3 Additional Default Provisions – Right to Terminate Before the Closing Date.

Anything to the contrary in this Agreement notwithstanding, this Agreement may be terminated prior to closing by either Party or by mutual consent of the Village and Developer for any reason at any time prior to the Closing Date without any liability, damages or compensation, other than reimbursement of the Village's out-of-pocket expenses by the Developer, being paid to the other Party.

9.4 Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of an ordinance or resolution of the Village approving said written amendment, as provided by law, and by the execution of said written amendment by the Parties or their successors in interest.

9.5 Assignment. The Developer's rights and duties under this Agreement shall not be assignable or transferable at any time without the prior written approval of the Village. Any assignment of legal or equitable right without such consent shall make this Agreement null and void. Notwithstanding the foregoing, the Developer shall have the right to assign or transfer this Agreement with the Village's approval, with such approval not to be unreasonably withheld. Such assignment of this Agreement shall not alter the Village's obligation under this Agreement to make such payments as described in this Agreement. The sale or lease of property to end users of the Project is not prohibited by this Agreement.

9.6 Severability. If any provisions, covenants, agreement or portion of this Agreement, or its application to any persons, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

9.7 Completion. Upon completion of the construction of the Project and TIF Improvements and the fulfillment of any obligations under the Village's subdivision ordinance by the Developer, the Village shall issue to the Developer a "Certificate of Completion". The Certificate of Completion shall serve as evidence on the issue of whether Developer has fulfilled its duties and obligations under this Agreement. The issuance of such Certificate shall not be unreasonably withheld by the Village.

9.8 **Illinois Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois. The sole and exclusive venue for any and all disputes arising out of or relating to this Agreement shall be the Circuit Court of Cook County, Illinois.

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

If to Developer: MB Thatcher LLC
3901 N. 25th Street
Schiller Park, Illinois 60176

With copies to: Matthew M. Welch
Montana & Welch, LLC
11950 South Harlem Avenue, Suite 102
Palos Heights, Illinois 60463

If to the Village: Village of River Grove
Attention: Village President
2621 N Thatcher Avenue
River Grove, Illinois 60171-1698

With copies to: Bart A. Smith, Corporation Counsel
Village of River Grove
2621 N Thatcher Avenue
River Grove, Illinois 60171-1698

Carmen P. Forte, Jr.
Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606

9.10 **Consent or Approval.** Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld, qualified or delayed.

9.11 **Joint Venture Clause.** Nothing contained in this Agreement or subsequent agreements between Village and Developer is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function, or service, nor does it create a joint enterprise, nor does it constitute either party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Village shall in no way assume any liability of Developer, if any, for the removal of Hazardous Substances, including petroleum products, from, on or under the Project Site, if any. Each party shall be responsible for any and all suits, demands, costs, or actions proximately resulting from its own individual acts or omissions.

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

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

9.14 **No Merger.** The obligations, representations and warranties herein contained shall not merge with transfer of title but shall survive the Closing and remain in effect until fulfilled.

9.15 **Recording.** The Village shall have the right to record this Agreement or any memorandum or short form of this Agreement against the Properties.

9.16 **Counterparts.** This Agreement may be executed in counterparts, all of which counterparts taken together shall be deemed to be but one original.

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

9.18 **Uniform Vendor and Purchaser Risk Act.** The provisions of the Uniform Vendor and Purchaser's Risk Act of the State of Illinois shall be applicable to this Agreement.

9.19 **Disclosure Affidavit.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Agreement by the Village, the Developer as an owner, authorized trustee, corporate official or managing agent, must submit a sworn affidavit to the Village disclosing the

identity of every owner and beneficiary having any interest, real or personal, in the property, and every shareholder entitled to receive more than 7½% of the total distributable income of any partnership, limited liability company, or corporation having any real interest, real or personal, in the property, or, alternatively, if the interest, stock, or shares in a limited liability company, corporation, or general partnership is publicly traded and there is no readily known individual having greater than a 7½% interest, real or personal, in the property, then a statement to that effect, subscribed to under oath by a member, officer of the corporation, general partner, or managing agent, or his or her authorized attorney shall be provided. The sworn affidavit shall be substantially similar to the one described in **EXHIBIT G**, attached hereto and made a part hereof. Developer agrees to complete the affidavit and disclose such information as is required pursuant to this Paragraph.

9.20 **No Waiver.** No waiver of any provisions or condition of this Agreement by any Party shall be valid unless in writing signed by such Party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

9.21 **Restrictions on Public Hearings.** The Village and Developer are aware of the COVID-19 pandemic pending at the time of execution of this Agreement, which, at times, has caused individuals to shelter-in-place and has limited the amount of persons that may gather in a public place and set restrictions on face coverings, social distancing and other in-person meetings, as issued by executive order of the governor in the State of Illinois. In light of the current restrictions on public gatherings, the Village has indicated to the Developer that it will make all reasonable attempts to conduct all required public hearings to consider the required approvals of the Corporate Authorities for the Project, including hearings regarding this Agreement and the Project and any zoning relief requested by the Developer, in a manner to accommodate public participation in said hearings via remote and in-person access. Developer understands the attempts that the Village will make to ensure that all statutory requirements regarding open public meetings and public participation are met, and the Developer assumes the risk that any public hearings with regard to the Project may be found defective and the actions of the Corporate Authorities reversed by a court of law.

9.22 **Term of Agreement.** The term of this Agreement shall commence on the date first above written and shall continue until the reimbursement of all Redevelopment Project Costs due to the Developer hereunder or the current expiration of the TIF District, tax year 2039 with the final increment being received in 2040, whichever occurs first. The Village shall not take any action that will shorten the current remaining life of the TIF District and shall not terminate the TIF District prior to tax year 2039 with increment to be received in year 2040.

9.23 **Prior Agreement Superseded by Amended Agreement.** The Redevelopment Agreements executed between the Village and MB Thatcher on May 7, 2020 and July 2, 2020 are hereby superseded by this Second Amended Agreement, which shall be effective upon the date of signature of both parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

VILLAGE OF RIVER GROVE,
an Illinois home rule municipal corporation

By: _____
David B. Guerin, Village President

ATTEST:

Marjorie A. Manchen, Village Clerk

MB Thatcher LLC, an Illinois
limited liability company

By: _____

By: _____

EXHIBITS

Exhibit A	Legal Description
Exhibit B	Site Plan
Exhibit C	TIF Improvements and Project Costs
Exhibit D	Form of Request for Certificate of Eligibility
Exhibit E	Construction Schedule
Exhibit F	MBE/WBE Policy
Exhibit G	Disclosure Affidavit

EXHIBIT A

LEGAL DESCRIPTION

VILLAGE PARCEL 1:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, 174.23 FEET SOUTHEASTERLY FROM THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD AND THE NORTH AND SOUTH CENTER LINE OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12; THENCE SOUTHWESTERLY 90 DEGREES FROM SAID RIGHT OF WAY LINE 50 FEET; THENCE SOUTHEASTERLY 50 FEET; THENCE NORTHEASTERLY 50 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 12-26-200-009-0000

COMMON ADDRESS: 8306 W. CENTER AVENUE, RIVER GROVE, ILLINOIS 60171

VILLAGE PARCEL 2:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, 174.23 FEET SOUTHEASTERLY FROM THE INTERSECTION OF SAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD AND THE NORTH AND SOUTH CENTER LINE OF SAID SECTION; THENCE SOUTHWESTERLY 90 DEGREES FROM SAID RIGHT OF WAY LINE 50 FEET TO THE POINT OF BEGINNING; THENCE 90 DEGREES SOUTHEASTERLY 50 FEET; THENCE 90 DEGREES NORTHEASTERLY 50 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD; THENCE SOUTHEASTERLY ALONG SAID RAILROAD RIGHT OF WAY TO THE POINT OF INTERSECTION OF SAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD WITH THE EAST AND WEST CENTER SECTION LINE OF SAID SECTION 26, THENCE WEST ALONG SAID EAST AND WEST CENTER SECTION LINE 213.97 FEET MORE OR LESS TO THE POINT OF ITS INTERSECTION WITH A LINE DRAWN SOUTH FROM THE AFORESAID POINT OF BEGINNING, PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, THENCE NORTH ALONG SAID PARALLEL LINE 38.27 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 12-26-200-010-0000

COMMON ADDRESS: 8310 W. CENTER AVENUE, RIVER GROVE, ILLINOIS 60171

VILLAGE PARCEL 3:

LOT 2 IN VOLK BROTHERS SECOND ADDITION TO CHICAGO HOME GARDENS IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THEREFROM THE WEST 100 FEET OF SAID LOT 2 AND EXCEPT THAT PART OF SAID LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND THENCE RUNNING SOUTH ALONG THE EAST LINE OF SAID LOT 66.26 FEET TO THE SOUTH LINE OF LOT 2; THENCE RUNNING WEST ON THE SOUTH LINE OF SAID LOT 2, 154 FEET; THENCE NORTH 126.71 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF LOT 2 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 12-26-402-037-0000

COMMON ADDRESS: 8300 W. CENTER AVENUE, RIVER GROVE, ILLINOIS 60171

VILLAGE PARCEL 4:

THAT PART OF THE WEST 100 FEET OF LOT 2 IN VOLK BROTHERS SECOND ADDITION TO CHICAGO HOME GARDENS IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART OF THE WEST 100 FEET OF LOT 2 IN VOLK BROTHERS ADDITION TO CHICAGO HOME GARDENS, IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID WEST 100 FEET OF LOT 2; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID WEST 100 FEET OF LOT 2, A DISTANCE OF 171.68 FEET TO THE SOUTHEAST CORNER OF SAID WEST 100 FEET OF LOT 2, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID WEST 100 FEET OF LOT 2, A DISTANCE OF 40.07 FEET; THENCE NORTHERLY ALONG THE CENTER OF A PARTY WALL OF AN EXISTING 2 STORY BRICK BUILDING, AND ITS NORTHERLY AND SOUTHERLY PROLONGATION, A DISTANCE OF 171.68 FEET TO THE NORTH LINE OF SAID WEST 100 FEET OF LOT 2; THENCE EASTERLY ALONG THE NORTH LINE OF SAID WEST 100 FEET OF LOT 2 A DISTANCE OF 40.24 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS).

PERMANENT INDEX NUMBER: 12-26-402-046-0000

COMMON ADDRESS: 8308 W. CENTER AVENUE, RIVER GROVE, ILLINOIS 60171

VILLAGE PARCEL 5:

THAT PART OF THE WEST 100 FEET OF LOT 2 IN VOLK BROTHERS SECOND ADDITION TO CHICAGO HOME GARDENS, IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID WEST 100 FEET OF LOT 2; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID WEST 100 FEET OF LOT 2, A DISTANCE OF 171.68 FEET TO THE SOUTHEAST CORNER OF SAID WEST 100 FEET OF LOT 2, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID WEST 100 FEET OF LOT 2, A DISTANCE OF 40.07 FEET; THENCE NORTHERLY ALONG THE CENTER OF A PARTY WALL OF AN EXISTING 2 STORY BRICK BUILDING, AND ITS NORTHERLY AND SOUTHERLY PROLONGATION, A DISTANCE OF 171.68 FEET TO THE NORTH LINE OF SAID WEST 100 FEET OF LOT2; THENCE EASTERLY ALONG THE NORTH LINE OF SAID WEST 100 FEET OF LOT 2 A DISTANCE OF 40.24 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 12-26-402-047-0000

COMMON ADDRESS: 8310 W. CENTER AVENUE, RIVER GROVE, ILLINOIS 60171

VILLAGE PARCEL 6:

LOT 62 AND THE SOUTH 30 FEET OF LOT 63 IN VOLK BROTHERS ADDITION TO CHICAGO HOME GARDENS, IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 12-26-402-042-0000

COMMON ADDRESS: 2748 N. BUDD STREET, RIVER GROVE, ILLINOIS 60171

VILLAGE PARCEL 7:

LOT 32 IN VOLK BROTHERS SECOND ADDITION TO CHICAGO HOME GARDENS, IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 12-26-402-005-0000

COMMON ADDRESS: 2743 N. MARWOOD STREET, RIVER GROVE, ILLINOIS 60171

VILLAGE PARCEL 8:

LOT 31 IN VOLK BROTHERS SECOND ADDITION TO CHICAGO HOME GARDENS, IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 12-26-401-005-0000

COMMON ADDRESS: 2738 N. MARWOOD STREET, RIVER GROVE, ILLINOIS 60171

VILLAGE PARCEL 9:

ALL OF THE 16.0 FOOT WIDE PUBLIC ALLEY LYING EAST OF AND ADJOINING THATCHER AVENUE, NORTH OF AND ADJOINING THE NORTH LINE OF CENTER AVENUE AND WEST OF AND ADJOINING THE WEST LINE OF LOT 2 IN VOLK BROTHERS ADDITION TO CHICAGO HOME GARDENS, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CKHM PARCEL 1:

LOTS 3-7 IN VOLK BROTHERS SECOND ADDITION TO CHICAGO HOME GARDENS, IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 12-26-402-001-0000, 12-26-402-002-0000

COMMON ADDRESS: 2801 N. THATCHER AVENUE, RIVER GROVE, ILLINOIS 60171

CKHM PARCEL 2:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD 35.44 FEET SOUTHEASTERLY FROM OF INTERSECTION OF SAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD AND WEST LINE OF NORTHEAST 1/4 OF SECTION 26; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE OF SAID RAILROAD 138.79 FEET; THENCE SOUTHWESTERLY 90 DEGREES FROM SAID RIGHT OF WAY LINE OF SAID RAILROAD 50 FEET, THENCE SOUTH PARALLEL TO WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26, 30.27 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION, THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 111.03 FEET TO A POINT ON THE EAST SIDE OF THATCHER AVENUE OR 33 FEET EAST OF THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26, THENCE NORTH ON THE EAST SIDE OF THATCHER AVENUE 127.52 FEET TO THE PLACE OF BEGINNING, IN THE VILLAGE OF RIVER GROVE, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 12-26-200-008-0000

COMMON ADDRESS: 2801 N. THATCHER AVENUE, RIVER GROVE, ILLINOIS 60171

SITE PLAN



Exhibit C

TIF IMPROVEMENTS AND PROJECT COSTS

1. "Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services" (65 ILCS 5/11-74.4- 3(q)(1)) in the budgeted amount of \$1,816,704:

Studies & Planning	
Environmental Studies & Investigation	\$260,000
Geotechnical Studies & Investigation	\$70,000
Surveys - ALTA	\$15,000
Surveys - Topo	\$15,000
Conceptual Planning / Site Studies	\$20,000
Civil Engineering	\$75,000
Architectural, Structural & MEP Engineering	\$450,000
Interior Decorating	\$190,000
Traffic Engineering	\$15,000
Legal Fees	\$150,000
Loan Placement Fee	\$92,325
Accounting Fees	\$20,000
Lender Reimbursable Expenses	\$75,000
Loan Origination Fee	\$369,379
Studies & Planning Total	\$1,816,704

2. Property assembly costs, "including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground level environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land" (65 ILCS 5/11-74.4-3(q)(2)); also, costs of construction of certain public works, as limited by statute (65 ILCS 5/11-74.4-3(q)(4) including the cost for extension and improvement of Center Avenue and moving of public utilities is included in the budgeted amount of \$4,934,610:

Property Assembly & Acquisition	
Land Acquisition and closing costs	\$1,350,000
Environmental - Transportation / Disposal of On Site Contaminated Materials	\$789,610

Demolition Buildings	\$270,000
Demolition Site / Erosion Controls	\$125,000
Site Clearing & Grading	\$310,000
Public Improvement, utilities, Construction of Center Avenue	\$1,100,000
Engineered Environmental Barrier, concrete, asphalt and landscaping	\$990,000
Property Assembly & Acquisition Total	\$4,934,610

3. Costs of rehabilitation, “reconstruction or repair or remodeling of existing public or private buildings , but not construction of new buildings except public buildings demolished to enable use of the site for private investment or to permit the site to be devoted to a different use requiring private investment, fixtures, and leasehold improvements” including the costs of paying oversight and management of demolition of existing buildings on the Property and Site Development fees for the project (65 ILCS 5/11-74.4-3(q)(3)) in the budgeted amount of \$650,000:

Rehabilitation	
Property & Site Development Fees	\$650,000
Rehabilitation Total	\$650,000

4. Financing costs, “including but not limited to all necessary and incidental expenses relating to the issuance of obligations and which may include payment of interest on any obligations issued including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto” (65 ILCS 5/11-74.4-3(q)(6)) including construction period interest on the project calculated at 7.5% of the expended funds until final completion, \$973,039:

Financing	
Construction Period Interest, 1 year	\$973,039
Financing Total	\$973,039

5.30% of annual interest cost not to exceed 30% of the total cost paid or incurred by the redeveloper for the redevelopment project pursuant to 65 ILCS 5/11-74.4-3(q)(11):

Interest Carry on Redevelopment Project Costs	\$14,239,252
Total amount of interest reimbursable pursuant to the TIF Act (30% of the annual interest cost not to exceed the cumulative amount of 30% of the total cost paid or incurred by the Developer for the Redevelopment Project)	\$4,271,776

6. Various other costs eligible as “redevelopment project costs” that may be paid from TIF proceeds (65 ILCS 5/11-74.4-3(q)(7) – 5/11-74.4-3)(q)(13)).

The Aggregate of the Redevelopment TIF Eligible expenses shall not exceed \$5,000,000:

Total Estimated TIF Eligible Expenses	
a. Studies and Planning	\$1,816,704
b. Property Assembly & Acquisition Total	\$4,934,610
c. Rehabilitation Total	\$650,000
d. Construction Period Interest, 1 year (100%)	\$973,039
d. Interest Buy-Down (30%)	\$4,271,776
Total Estimated TIF Eligible Expenses	<u>\$12,646,129</u>

Developer's Budget for construction of One 32-Unit Residential Elevator Building, 2,900 sq. ft. Commercial/Retail Building, and Four 12-Unit Residential Buildings, parking for them, public improvements on and adjacent to the Property and Finance Expenses is \$37,325,410.

Total Project Item	Amount
2,900 sq. ft. commercial restaurant build-out	\$673,495
32-Unit Residential Elevator Building	\$4,982,000
Four 12-Unit Residential Buildings	\$9,056,310
a. Studies and Planning	\$1,816,704
b. Property Assembly & Acquisition Total	\$4,934,610
c. Rehabilitation Total	\$650,000
d. Construction Period Interest, 1 year	\$973,039
e. Interest Carry on Redevelopment Project Costs	\$14,239,252
Total Project Cost	\$37,325,410

7 Any of the estimated redevelopment project costs for any specific line item set forth in this Exhibit B may be reallocated to any other line item, provided that the total cumulative redevelopment project costs that are reimbursable pursuant to this Agreement don't exceed \$5,000,000.

EXHIBIT D

FORM OF REQUEST FOR CERTIFICATE OF ELIGIBILITY

Developer: MB Thatcher LLC

The Developer ("MB Thatcher LLC"), a party to the Redevelopment Agreement with the Village of River Grove dated _____, 20__ relating to the property at 2801 N. Thatcher Avenue, 8300, 8306, 8308 and 8310 W. Center Avenue, 2738 and 2743 N. Marwood Street and 2748 N. Budd Street, River Grove, Illinois 60171, hereby certifies that the packet submitted to the Village on _____, 20__, attached hereto as Exhibit A, details all of the expenditures paid by or on behalf of the Developer during the completion of the Project described in the Redevelopment Agreement for which reimbursement is sought. The documents attached hereto as Exhibit A are a true and complete record of payment of expenses made by the Developer relative to the acquisition of land and construction of the Project.

In witness whereof I have fixed my signature this ____ day of _____, 20__.

MB Thatcher LLC

Title: Manager

Signed before me this _____

Day of _____, 20__

Notary Seal

EXHIBIT E

Construction Schedule

Thatcher & Center Preliminary Development Schedule					
ID	Task	Task Name	Duration	Start	Finish
1	Pre Construction Schedule for Thatcher & Center Development	127 days	Tue 3/31/20	Wed 9/23/20	
2	Meeting to discuss activities	0 days	Tue 3/31/20	Tue 3/31/20	
3	Civil Engineer Preparing Final Plans for Village Review	12 days	Tue 3/31/20	Wed 4/15/20	
4	Architect Preparing Engineering Plans for Village Review	12 days	Tue 3/31/20	Wed 4/15/20	
5	Interior Review of Plans for Village Submittal	1 day	Thu 4/16/20	Thu 4/16/20	
6	Submit Plans to Village	1 day	Fri 4/17/20	Fri 4/17/20	
7	Village Review Process	32 days	Mon 4/20/20	Tue 6/2/20	
8	Publish Newspaper notice of Village Board Public Hearing and consideration of RDA	0 days	Mon 4/27/20	Mon 4/27/20	
9	Hold Public Hearing on RDA	0 days	Thu 5/7/20	Thu 5/7/20	
10	Village Board Consideration & Action on RDA	0 days	Thu 5/7/20	Thu 5/7/20	
11	Developer to Provide Construction Schedule to Village	0 days	Fri 4/17/20	Fri 4/17/20	
12	Developer to Provide Proof of Financing to Village	0 days	Fri 4/17/20	Fri 4/17/20	
13	Developer to submit complete Application for Preliminary and Final PUD	0 days	Fri 4/17/20	Fri 4/17/20	
14	Deadline for Village to Publish Newspaper notice of Plan Commission/Zoning Board of Appeals public hearing on preliminary & final PUD for Hearing	0 days	Mon 5/25/20	Mon 5/25/20	
15	Deadline to Post Sign of Notice of PC/ZBA public hearing on PUD	0 days	Mon 5/25/20	Mon 5/25/20	
16	Mail notice of PC/ZBA public hearing on PUD	0 days	Mon 5/25/20	Mon 5/25/20	
17	PC/ZBA Public Hearing & recommendation on preliminary & final PUD	0 days	Tue 6/9/20	Tue 6/9/20	
18	Village Board Consideration & action on preliminary & final PUD	0 days	Thu 6/18/20	Thu 6/18/20	
19	Developer purchase of Thatcher Ave Parcels from CHM	0 days	Wed 7/1/20	Wed 7/1/20	
20	Village to provide title commitment for Village Property	0 days	Mon 6/1/20	Mon 6/1/20	
21	Closing on Village Property	0 days	Tue 6/30/20	Tue 6/30/20	
22	Execution of Alltys by adoption of a Village Ordinance at Board Meeting	0 days	Wed 9/2/20	Wed 9/2/20	
23	Developer Permit Submittal deadline	0 days	Wed 7/15/20	Wed 7/15/20	
24	Construction Start Deadline	250 days	Wed 9/23/20	Fri 9/23/20	
25	Building & Site demolition	42 days	Mon 6/1/20	Tue 7/28/20	
26	Foundation Excavation and Placement	23 days	Wed 7/29/20	Fri 8/28/20	
27	Underground Utility Installation	60 days	Mon 8/31/20	Fri 11/20/20	
28	Masonry	120 days	Mon 8/10/20	Fri 1/21/21	
29	Framing	120 days	Mon 8/31/20	Fri 2/12/21	
30	Roofing	40 days	Mon 1/25/21	Fri 3/19/21	
31	Internal Carpentry & Walls	120 days	Mon 10/26/20	Fri 4/9/21	
32	Interior Plumbing	90 days	Mon 9/21/20	Fri 1/21/21	
33	HVAC	90 days	Mon 9/21/20	Fri 1/21/21	
34	Rough Electrical	90 days	Mon 9/21/20	Fri 1/21/21	
35	Windows/Doors	60 days	Mon 1/25/21	Fri 4/16/21	
36	Insulation	60 days	Mon 1/25/21	Fri 4/16/21	
37	Drywall	60 days	Mon 1/25/21	Fri 4/16/21	
38	Center Street Underground Improvements	25 days	Mon 11/23/20	Fri 12/25/20	
39	Center Street & Sirework Concrete	60 days	Mon 12/28/20	Fri 3/19/21	
40	Center Street Extension & Site Final Grading	30 days	Mon 3/22/21	Fri 4/30/21	
41	Asphalt Placement	20 days	Mon 5/3/21	Fri 5/28/21	
42	Site Landscaping	30 days	Mon 5/31/21	Fri 7/9/21	

EXHIBIT F

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

Policy and Terms

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

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

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

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

Definitions

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

“Certified MBE, WBE or Certified Non-MBE/WBE” includes any qualified

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

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

Procedure to Determine Compliance

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

Waiver of Procedures

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

EXHIBIT G

DISCLOSURE AFFIDAVIT

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, Bart Przyjemski, reside at 443 Sheridan, Glencoe, Illinois, 60022, Cook County; and
and I Michael Musa reside at 10800 Royal Glen Drive, Orland Park, Illinois 60467,
Cook County, both being first duly sworn and having personal knowledge of the
property in question, swear to the following:

1. That, we are both over the age of eighteen and the I, Bart Przyjemski am the
sole Member and Manager of BARTEK HOLDINGS LLC which is a 50% Member of MB
Thatcher LLC; and I Michael Musa am the sole Member and Manager of MPM
HOLDINGS LLC which is a 50% Member of MB Thatcher LLC and Bart Przyjemski and
Michael Musa are the two Managers of MB Thatcher LLC, that is interested in
purchasing the property being sold by the Village of River Grove (the" Village").

2. That, the property in question has a common street addressed referred to as
8300, 8306, 8308 and 8310 W. Center Avenue, 2738 and 2743 N. Marwood Street and
2748 N. Budd Street, River Grove, Illinois, identified by Property Index Numbers 12-26-
200-009-0000, 12-26-200-010-0000, 12-26-402-037-0000, 12-26-402-046-0000, 12-26-
402-047-0000, 12-26-402-042-0000, 12-26-402-005-0000 and 12-26-401-005-0000 (the
"Village Parcels" ("property").

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

4. As the owner, authorized trustee, corporate official or managing agent, we
declare under oath that:

The Developer which is requesting to enter the Redevelopment Agreement with the
Village of River Grove, Illinois is MB Thatcher LLC, an Illinois limited liability company.
MB Thatcher LLC has two equal 50% Members, BARTEK HOLDINGS LLC, an Illinois
limited liability company for which Bart Przyjemski is the sole Member and Manager and
MPM HOLDINGS LLC, and MPM HOLDINGS LLC, an Illinois limited liability company,

for which Michael Musa is the sole Member and Manger. Bart Przyjemski and Michael Musa are the two Managers of MB Thatcher LLC

This Affidavit is made to induce the Village to sell the property to the following named Developer MB THATCHER LLC in accordance with 50 ILCS 105/3.1.

AFFIANT:

Bart Przyjemski

Michael Musa

SUBSCRIBED AND SWORN to before me this ____th day of _____, 2020 by Bart Przyjemski and Michael Musa, both of whom are personally known to me

Notary Public