

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

NOTICE

Mayor

Frank A. Trilla

NOTICE IS HEREBY GIVEN that a special meeting of the Mayor and Board of Trustees is scheduled as follows:

Village Clerk

Leroy R. Hansen

DATE: June 19, 2018 – Tuesday

TIME: 3:00 p.m.

Village Trustees

Sue Berglund

PLACE: Willowbrook Police Department, Training Room
7760 Quincy Street
Willowbrook, IL 60527

Umberto Davi

AGENDA: See attached.

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman

THIS NOTICE WAS FAXED TO THE FOLLOWING ON JUNE 14, 2018:

Suburban Life Graphic	Chicago Sun-Times
The Doings	Chicago Tribune

THIS NOTICE WAS PLACED ON THE BULLETIN BOARD IN THE LOBBY OF THE VILLAGE HALL, 835 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS ON JUNE 14, 2018.



Leroy Hansen
Village Clerk

ACCOMMODATIONS FOR THE DISABLED

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook, should contact Tim Halik, ADA Compliance Officer, Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527, or call (630) 920-2261 Monday through Friday, between 8:30 a.m. and 4:30 p.m., within a reasonable time before the meeting. Requests for sign language interpreters should be made a minimum of five working days in advance of the meeting.



Proud Member of the
Illinois Route 66 Scenic Byway

A G E N D A

SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON TUESDAY, JUNE 19, 2018, AT 3:00 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - June 11, 2018 (APPROVE)

NEW BUSINESS

6. ORDINANCE - AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE REDEVELOPMENT AGREEMENT BY AND BETWEEN ROUTE 83 & PLAINFIELD ROAD, LLC AND THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

PRIOR BUSINESS

7. COMMITTEE REPORTS
8. ATTORNEY'S REPORT
9. CLERK'S REPORT
10. ADMINISTRATOR'S REPORT
11. MAYOR'S REPORT
12. CLOSED SESSION
13. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JUNE 11, 2018 AT THE WILLOWBROOK POLICE DEPARTMENT, 7760 QUINCY STREET, VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 6:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those present at roll call were Mayor Trilla, Village Clerk Leroy Hansen, Trustees Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, and Paul Oggerino.

ABSENT: Trustee Terrence Kelly

Also present were Village Attorney Thomas Bastian, Village Administrator Timothy Halik, Director of Finance Carrie Dittman, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Assistant to the Village Administrator Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Officer Othello Rosal to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

Mr. Zoltan Baksay, 7806 Eleanor Place, Willowbrook, spoke about the recent court decision pertaining to the Willowbrook Gun Club.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - May 29, 2018 (APPROVE)
- c. Warrants - \$196,482.30 (APPROVE)
- d. Monthly Financial Report - May 31, 2018 (APPROVE)
- e. Ordinance - Annual Appropriation Ordinance, Village of Willowbrook, DuPage county, Illinois, for the Fiscal Year Beginning May 1, 2018 and Ending April 30, 2019 - Ordinance No. 18-O-16 (PASS)
- f. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal from Chicago Communications for the Reinstallation of the DuPage

County Emergency Radio Network (DCERN) Base Station Radio - Resolution No. 18-R-37 (ADOPT)

g. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal from Chicago Communications for the Purchase and Installation of One (1) New Motorola APX 6500 Base Station Radio - Resolution No. 18-R-38 (ADOPT)

h. Plan Commission Recommendation - Public Hearing No. 18-02: Consideration of a Proposed Route 83 Corridor Study and Plan Update to the Original 1991 Route 83 Corridor Study and Plan (RECEIVE)

Mayor Trilla asked the Board if there were any items to be removed from the Omnibus Vote Agenda

MOTION: Made by Trustee Davi and seconded by Trustee Neal to approve the Omnibus Vote Agenda as presented.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Mistele, Neal, and Oggerino. NAYS: None. ABSENT: Trustee Kelly.

MOTION DECLARED CARRIED

NEW BUSINESS

6. MOTION - MOTION TO APPROVE A MERITORIOUS SERVICE AWARD FOR OFFICER OTHELLO ROSAL

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to approve the Meritorious Service Award to Othello Rosal.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Mistele, Neal, and Oggerino. NAYS: None. ABSENT: Trustee Kelly.

MOTION DECLARED CARRIED

Mayor Trilla presented Officer Othello Rosal with a Meritorious Service Award for his efforts in saving the life of a Willowbrook resident using CPR. Mayor Trilla, the Board of Trustees, and Staff thanked Officer Rosal for his service.

7. ORDINANCE - AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE REDEVELOPMENT AGREEMENT BY AND BETWEEN ROUTE 83 & PLAINFIELD ROAD, LLC AND THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

Attorney Bastian related that it will again be necessary to postpone discussion on this item due to final paperwork not being completed by the developer and their attorney.

MOTION: Made by Trustee Davi and seconded by Trustee Neal to postpone discussion on the redevelopment agreement until the next scheduled Village Board meeting.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Mistele, Neal, and Oggerino. NAYS: None. ABSENT: Trustee Kelly.

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. COMMITTEE REPORTS

Trustee Neal had no report.

Trustee Mistele had no report.

Trustee Berglund advised that she attended the Willow Pond Grand Re-Opening event over this past weekend. Trustee Berglund stated that it was well attended and a very nice event.

Trustee Davi had no report.

Trustee Oggerino also related that the Willow Pond event was very nice.

9. ATTORNEY'S REPORT

Attorney Bastian had no report.

10. CLERK'S REPORT

Clerk Hansen had no report.

11. ADMINISTRATOR'S REPORT

Administrator Halik advised that an applicant for the new Assistant Village Administrator has been offered a conditional offer of employment. Once the applicant passes all background tests, he will be brought before the Board for introductions.

12. MAYOR'S REPORT

Mayor Trilla also complimented the Willow Pond Park event. Mayor Trilla thanked Village Administrator Tim Halik for his work involving the Pete's Fresh Market project.

13. CLOSED SESSION

Mayor Trilla stated that there was no need for Closed Session during tonight's meeting.

14. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino, to adjourn the Regular Meeting at the hour of 6:50 p.m.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Mistele, Neal, and Oggerino. NAYS: None. ABSENT: Trustee Kelly.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

June 25, 2018.

Mayor

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p>ITEM TITLE: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE REDEVELOPMENT AGREEMENT BY AND BETWEEN ROUTE 83 & PLAINFIELD ROAD, LLC AND THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS</p>	6 AGENDA NO. AGENDA DATE: <u>6/19/18</u>
STAFF REVIEW: Tim Halik, Village Administrator Carrie Dittman, Director of Finance	SIGNATURES: <u>T. Halik</u> / <u>C. Dittman</u>
LEGAL REVIEW: Thomas Bastian, Village Attorney Brian Baugh, Village Attorney	SIGNATURES: <u>T. BASTIAN</u> / <u>B. BAUGH</u> <u>TH.</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>T. Halik</u>
REVIEWED & APPROVED BY MUNICIPAL SERVICES COMMITTEE: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY) <p>After the property was purchased, and also over the past several years, various meetings have been held between Mayor Trilla, Administrator Halik, and the Pete's Fresh Market (PFM) development team to bring the re-development of the former K-Mart store site to fruition. Early on in this process, PFM requested the Village's consideration of a financial subsidy to help fill a funding gap in the completion of the project. Particularly, given the estimated \$24M cost of re-developing the 10-acre parcel, the estimated \$4M cost associated with required off-site traffic improvements was deemed high. Through further negotiations, an agreement was reached that the Village would establish a new Business District, which would ultimately be used to contribute approximately \$3.15M, plus interest, over a 20-year time period as a partial reimbursement of project costs. The subsidy amount would be capped at \$5M. A Re-Development Agreement (RDA) was drafted by the Village Attorney and reviewed both by staff and the Village's development financial consultant, Ehlers, Inc. However, prior to bringing this agreement to the Village Board for approval, it was learned in the fall of 2017 that IDOT would not allow PFM to serve as the permit applicant for the off-site traffic improvement work to be completed on Kingery Highway. Instead, IDOT is requiring that the Village serve as the applicant, so that the Village would be the financially responsible party to complete the work in case of a default. This arrangement would only be amenable if 110% of the cost of the off-site Kingery improvements was secured by a bank issued Irrevocable Standby Letter of Credit, so the Village would not be financially at risk for having to pay for the improvements. Therefore, the RDA was revised to include the necessary provisions to enable the Village to serve as the IDOT permit applicant once a full Letter of Credit was provided to us by the developer.</p>	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.) <p>The Re-Development Agreement (RDA) was drafted by Village Attorney Brian Baugh and reviewed both by staff and the Village's development financial consultant, Ehlers, Inc. It primarily provides that:</p> <ul style="list-style-type: none"> ▪ The Village shall provide a financial incentive of up to \$5M towards the project through the issuance of a promissory note. Annual payments will be made over the course of twenty (20) years from the Business District Tax Fund. ▪ The Village will agree to serve as the IDOT permit applicant for the completion of the off-site traffic improvement work on the Kingery Highway right-of-way, once a Letter of Credit equal to 110% of the probable cost of construction is received from the developer. 	
ACTION PROPOSED: Pass Ordinance.	

ORDINANCE NO. 18-O-

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF THE REDEVELOPMENT AGREEMENT BY AND BETWEEN
ROUTE 83 & PLAINFIELD ROAD, LLC AND THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, Route 83 & Plainfield Road, LLC (the "Developer") desires to enter into a redevelopment agreement ("Redevelopment Agreement") with the Village of Willowbrook, DuPage County, Illinois (the "Village") for purposes of redeveloping a parcel of property located at the northeast corner of Illinois Route 83 and Plainfield Road and within the Illinois Route 83/Plainfield Road Business District (the "Redevelopment Area"); and

WHEREAS, the Corporate Authorities of the Village find it is in the best interests of the Village to enter into the Redevelopment Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

Section 1. That the foregoing recital clauses to this Ordinance are adopted as the findings of the Corporate Authorities of the Village and are incorporated herein by specific reference.

Section 2. That upon receipt from the Developer of four (4) executed copies of the Redevelopment Agreement, the Mayor is hereby

authorized to execute, and the Village Clerk is hereby authorized to attest to, the Redevelopment Agreement in substantially the form of such agreement appended to this Ordinance as Exhibit "A," with such changes therein as shall be approved by the officials of the Village executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from and after the execution and delivery of such Redevelopment Agreement.

Section 3. That the officials, officers and employees of the Village are hereby authorized to take such further actions and execute such documents as are necessary to carry out the intent and purpose of this Ordinance and of the Redevelopment Agreement.

[The rest of this page intentionally left blank]

Section 4. That this Ordinance shall be in full force and effect upon and after its passage in the manner provided by law.

PASSED and APPROVED this 19th day of June, 2018.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Execution Copy

**VILLAGE OF WILLOWBROOK
REDEVELOPMENT AGREEMENT
(PETE'S FRESH MARKET)**

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this 19th day of June 2018, by and between the VILLAGE OF WILLOWBROOK an Illinois municipal corporation (the "Village"), and ROUTE 83 & PLAINFIELD ROAD, LLC, limited liability company (the "Developer") (the Village and Developer are hereinafter sometimes collectively referred to as the "Parties," and individually as a "Party"),

W I T N E S S E T H:

WHEREAS, pursuant to the Business District Development and Business District Law, as amended [65 ILCS 5/11-74.3-1 et seq. (Illinois State Bar Ed. 2016)] (the "Act"), the Village has undertaken a program to redevelop certain property within the Village and generally bounded by 69th Street on the North, 72nd Court on the South, Illinois Route 83 on the West, and Adams Street and Willow Way Lane on the East and legally described in Exhibit A and depicted in Exhibit A-1 attached hereto and made apart hereof (the "Business District"); and

WHEREAS, on July 11, 2016, the Mayor and Board of Trustees (the "Corporate Authorities") of the Village, after giving all necessary notices and conducting all necessary meetings and public hearings required by the Act, adopted the following Ordinances (collectively the "Business District Ordinances"):

Ordinance No. 16-O-30 entitled "An Ordinance of the Village of Willowbrook, DuPage County, Illinois, Approving a Business District Plan for the Village of Willowbrook, Illinois Route 83/Plainfield Road Business District";

Ordinance No. 16-O-31 entitled "An Ordinance of the Village of Willowbrook, DuPage County, Illinois, Designating the Village of Willowbrook, Illinois Route 83/Plainfield Road Business District";

Ordinance No. 16-O-32 entitled "An Ordinance of the Village of Willowbrook, DuPage County, Illinois, imposing a Business District Retailers' Occupation Tax and a Business District Service Occupation Tax within the Village of Willowbrook, Illinois Route 83/Plainfield Road Business District"; and

WHEREAS, the Developer owns certain real property located at the northeast corner of Illinois Route 83 and Plainfield Road and within the Business District, which is legally described in Exhibit B and depicted in Exhibit B-1, attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Developer submitted a proposal to the Village to redevelop a portion of the Property with an approximately 113,019 square foot building (the "PFM Building") a portion of which will be leased to Pete's Fresh Market Willowbrook Corporation ("Pete's") and an approximately 15,549 square foot building to be leased to one (1) or more retail/commercial entities (the "Multi-Tenant Building") and approximately 548 parking spaces with 21 handicapped parking spaces and depicted in the site plan prepared by Angelo Stamatoukos (the "Site Plan") which is attached hereto and made a part hereof as Exhibit C (the "Project"); and

WHEREAS, the Project shall be developed in conformance with the Site Plan; and

WHEREAS, the cost of developing and constructing the Project (including, without limitation, the Developer's land acquisition costs of the Project) shall be not less than Twenty-Four Million Dollars (\$24,000,000.00); and

WHEREAS, to facilitate the development and construction of the Project and subject to and in accordance with the terms of this Agreement and the Act, the Village has agreed to reimburse the Developer for certain Business District Project Costs (as hereinafter defined) that the Developer incurs, or has incurred, in connection with the development and construction of the Project; and

WHEREAS, except for certain zoning entitlements granted by the Village pursuant to Ordinance No. 16-O-48, adopted December 19, 2016, the Project shall be developed and constructed

in accordance with all Village codes, ordinances and regulations, as applicable to the plans and specifications to be approved by the Village and all other governmental authorities having jurisdiction over the Project; and

WHEREAS, the Developer represents and warrants to the Village, and the Village finds that, but for the assistance to be provided by the Village to the Developer pursuant to the Act and this Agreement, the Project would not be economically viable or eligible for the private financing necessary for its construction and, concomitantly, the Developer would not construct and operate the Project; and

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, and the Corporate Authorities and the Developer have taken all actions required to be taken prior to approval and execution of this Agreement in order to make the same binding upon the Village and Developer according to the terms hereof; and

WHEREAS, the Corporate Authorities of the Village, after due and careful consideration, have concluded that the construction and operation of the Project as provided herein will further the growth of the Village, facilitate a portion of the Business District, improve the environment of the Village, increase the assessed valuation of the real estate situated within the Village, foster increased economic activity within the Village, increase employment opportunities within the Village, upgrade public infrastructure within a portion of the Business District, and is otherwise in the best interests of the Village by furthering the health, safety, morals and welfare of its residents and taxpayers.

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

ARTICLE I. **RECITALS PART OF THE 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. **OBLIGATION OF THE PARTIES**

2.1. **Developer Obligations and Agreements.** In consideration of the substantial commitment of the Village to the Business District pursuant to the Business District Plan and its commitments contained in this Agreement, the Developer shall fulfill, or has fulfilled as a condition to the Village's obligations hereunder, the following obligations:

- A. The Developer has acquired good and merchantable title to the Property and shall have entered into a valid and binding lease with Pete's for a portion of the PFM Building within the Project that shall not contain any unsatisfied contingencies permitting termination of the lease as of the date the Pete's store opens for business on the Property.
- B. The Developer shall construct the Project in accordance with the Site Plan and in accordance with plans and specifications approved by the Village and the Project shall be completed (exclusive of any build-out of the tenant spaces other than Pete's and a certificate of occupancy shall have been issued for the PFM Building (the "PFM Certificate of Occupancy") by or before December 31, 2018, subject to any Force Majeure Delays (as hereinafter defined) and the Pete's store shall open for business on or before December 31, 2018, subject to any Force Majeure delays (as hereinafter defined).

- C. The Developer has advanced, shall hereafter advance, or shall cause other parties to advance the funds necessary to construct and complete the Project and the Developer shall contribute equity to the Project in an amount not less than ten percent (10%) of the project budget for the Project.
- D. The Developer has secured, or shall hereafter secure or cause to be secured, all required permits entitlements, authorizations and approvals necessary or required to construct, complete and operate the Project.
- E. Until the PFM Certificate of Occupancy has been issued, the Developer shall require its general contractor, or if there is none, then at its own expense, to obtain and maintain comprehensive general liability insurance and shall cause the Village to be named as an additional insured, with all the rights of a primary insured on such policy, and workers' compensation and automobile/vehicle liability insurance for the Project, and shall cause the Village to be named as an additional insured where it has an insurable interest, with all the rights of a primary insured, on such policies, except that on the workers' compensation insurance, the policy and certificate of insurance shall include a waiver of subrogation in favor of the Village. Said insurance policies shall be issued in an amount not less than Five Million Dollars (\$5,000,000.00) combined single limit for bodily injury, personal injury or death and property damage with respect to any single occurrence, or in the case of workers' compensation insurance, as required by statute. Each of said policies shall provide for not less than thirty (30) days' prior written notice to the Village and Developer before such policies may be materially changed, modified or cancelled. Prior to the commencement of any work on the Project, the Developer shall provide the Village

with appropriate certificates of insurance and copies of said policies issued. The Developer shall keep in force at all times until the Project is completed, builder's risk insurance, against the risk of physical loss, including collapse, covering the total value of the building(s) and contents including the work performed and equipment, supplies and materials furnished for the Project. Should the Village receive notice that premiums needed to maintain in force any of the required insurance policies have not been paid, the Village shall notify the Developer of the receipt of said notice. If the Developer fails to promptly pay any such required premium, the Village may, but is not obligated or required to, pay the premiums due during any cure period afforded in such notice. If the Village pays any premium due on any of the required insurance, policies, the amount of the premiums paid by the Village shall constitute a debt owed by the Developer to the Village and the Village shall be entitled to file and enforce a lien against the Property. Failure of the Developer to pay any premiums on any required insurance policy shall constitute an event of default and shall remain so irrespective of whether the Village shall elect to pay such premiums on behalf of the Developer. The Developer may cure said default if it repays the Village for the amount of the premiums paid by the Village within thirty (30) days of the payment by the Village. If not repaid, the Village shall have the right to terminate this Agreement in accordance with the terms hereof.

F. In the event a claim is made against the Village, its officers, officials, agents and employees or any of them, or if the Village, its officers, officials, agents and employees or any of them (the "Indemnified Party" or "Indemnified Parties"), is made a party-defendant in any proceeding arising out of or in connection with the

Developer's construction, operation, duties, obligations and responsibilities under the terms of this Agreement or the Project including, but not limited to, any claim or cause of action concerning matters pertaining to hazardous materials and other environmental matters in existence as of the date of this Agreement, to the extent permitted by law, but expressly excluding any claims arising from the negligent or willful acts or omissions of an Indemnified Party or any Indemnified Parties the Developer shall indemnify, defend and hold harmless the Indemnified Parties, or any Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorneys fees, in connection therewith. Any such Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Developer shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Indemnified Parties, or any of them, as the case may be, provided that neither the Village nor any of the other Indemnified Parties shall be required to contribute to such settlement, and further provided the Business District Fund (as defined herein) shall not be used in connection with any such settlement without the consent of the Village.

G. Developer hereby covenants and agrees that no recourse under or upon any obligation or agreement contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sum agreed by the Village to be paid at law or in equity shall

attach to or shall be incurred by the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sum agreed by the Village to be paid hereunder, subject to the terms and conditions contained herein, and any such excess rights or claims against the Village, its officers, agents, attorneys, representatives, or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

- H. The Developer agrees to, or shall require the applicable tenant to, acquire and pay for each building permit, occupancy permit, utility connection permit or other Village permit which is required for each structure to be constructed or located in the Project. Said permits shall be acquired in accordance with the terms of the Willowbrook Municipal Code, as amended from time to time.
- I. The Developer represents and warrants that it shall not cause or permit any mechanic's liens or other lien claims to remain against the Village of Willowbrook, Illinois Route 83/Plainfield Road Business District Tax Allocation Fund (the "Business District Fund"), for the Business District, for labor or materials furnished in connection with demolition, site preparation, development, construction, additions, modifications, improvements or any other matter which might give rise to lien rights against the Business District Fund. Notwithstanding the foregoing, the Developer shall be entitled to defend, prosecute or settle, as the case may be in a timely and commercially reasonable manner, any claims for mechanic's liens, other liens, claims or causes of action relating to allegedly defective or incomplete work, provided that the Village shall not be required to contribute to such settlement. The Village shall

have the right of offset to utilize any monies otherwise owed to or entitled by Developer (not otherwise earned but unpaid) under this Agreement to settle or satisfy any such claims against the Village and/or Business District Fund and the Developer hereby agrees and covenants to indemnify, defend and hold harmless the Indemnified Parties, (including the payment of reasonable attorneys' fees and costs and expenses) from and against any such liens, claims or causes of action as may be asserted against the Business District Fund.

- J. Upon reasonable notice, the Village Administrator, or his designee, shall have access to all portions of the Project during construction. Additionally, during the term of this Agreement and upon reasonable prior written notice, the Village Administrator, or his designee, shall have access to the Developer's books and records relating to the construction of the Project, the private financing of the Project, the acquisition of the Property and the Business District Project Costs with respect thereto, including but not limited to the Developer's closing documents, financing commitments, loan documents and statements, general contractor's and contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. These records shall be available for inspection, audit, examination and copying upon five (5) business days' notice. The Developer shall incorporate this right to inspect, audit, examine and copy the foregoing books and records into all construction contracts entered into by the Developer with respect to the Business District Project Costs and/or the construction of the Project.
- K. To the extent required by law, the Developer agrees to pay, and to contractually obligate and cause any and all general contractors and subcontractors to pay, the

prevailing rate of wages as established by the Village pursuant to the Illinois Prevailing Wage Act [820 ILCS 130/0.01 *et seq.* (Illinois State Bar Ed. 2014)] when constructing the Project. The Developer shall indemnify, hold harmless, and defend the Village, its governing body members, officers, and agents, including independent contractors, consultants and legal counsel, servants and employees thereof ("Indemnified Parties"), against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of compliance with the Prevailing Wage Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Prevailing Wage Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Prevailing Wage Act by failing to give proper notice to the Developer or any other party performing applicable work that no less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work on the Project, including interest, penalties or fines under Section 4(a-3) of the Prevailing Wage Act. The indemnification obligations of this Section on the part of the Developer shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, the Developer shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, the Developer shall, at its own expense, satisfy and discharge such judgment or award.

- L. The Developer shall cooperate with the Village and provide the Village with the information in Developer's possession or control required and necessary under the Act to enable the Village to comply with the Act and its obligations under this Agreement.
- M. The Developer represents, warrants and covenants that no member, official, officer, employee of the Village, or any commission or committee exercising authority over the Project or the Property, or any consultant hired by the Village or the Developer with respect thereto, owns or controls or has owned or controlled any interest, direct or indirect, in the Project or any portion of the Property, or will own or control any interest in the Project.
- N. (1) The Developer has furnished to the Village a proforma project budget dated April 16, 2018 (the "Project Budget") showing total costs for the Project in an amount not less than Twenty-Four Million Dollars (\$24,000,000.00) and the sources thereof and a one (1) year operation statement and annual income and expenses of the Project which demonstrates the need of the Village Incentive (defined below). The Project Budget is attached hereto and made a part hereof as Exhibit D. The Developer hereby certifies to the Village that the Project Budget is true, correct, accurate and, to the best of its knowledge, complete. The Developer shall promptly deliver to the Village certified copies of any Material Change Orders (as hereinafter defined) with respect to the Project Budget for approval by the Village. Material Change Orders shall be defined as any changes to the Project Budget that, in the aggregate, result in a reduction of the total cost of the Project below Twenty-Four Million Dollars (\$24,000,000.00). Any Material Change Orders must be submitted

by the Developer to the Village concurrently with the Certificates of Expenditures as described in Section 2.2(C) hereof; the Developer must obtain the Village's prior written approval before approving any Material Change Orders.

(2) The Developer acknowledges that the Village Incentive is based upon the Developer spending not less than the Project Budget on the Project. Within sixty (60) days after issuance of a final certificate of occupancy for the Project, the Developer shall submit to the Village a certification of actual costs incurred by Developer in connection with the acquisition of the Property and construction of the Project together with copies of supporting documentation, including, but not limited to sworn contractors' statements, construction contracts and such other documents evidencing the cost of acquisition of the Property and construction of the Project as may be requested by the Village ("Final Project Construction Cost"). The Village and its financial consultant shall have ninety (90) days to review the certification of Final Project Construction Cost and the documentation evidencing the actual costs and shall notify the Developer in writing if the certification of costs and submitted documentation are acceptable, or not, within such ninety (90) day time period. If not acceptable, the Parties shall negotiate to resolve the Village's objections and if after such thirty (30) day period the Parties are not able to mutually resolve and agree upon the Final Project Construction Cost, the Final Project Construction Cost shall be determined by binding arbitration, in accordance with the Project Cost Arbitration Methodology set forth in Section 2.1 (N)(3). Whether upon agreement by the Parties or resulting from the decision under arbitration, in the event the Final Project Construction Cost is less than the estimated cost of the Project set forth in the Project

Budget, the amount of the Village Incentive shall be reduced on a dollar for dollar basis. The Village shall be entitled to retain all documents delivered by the Developer pursuant to this Article.

(3) *"Project Cost Arbitration Methodology"* shall mean the methodology set forth below to determine the Final Project Construction Cost, in accordance with this Section 2.1(N)(3) in the event the Parties are not otherwise able to reach agreement as to the Final Project Construction Cost within the time period prescribed in this Agreement. Following any inability of the Parties to reach agreement with respect to the Final Project Construction Cost within the time period prescribed in this Agreement, either party (the *"Arbitration Requesting Party"*) may notify the other party (the *"Arbitration Non-Requesting Party"*), in writing (*"Arbitration Project Cost Notice"*), of the Arbitration Requesting Party's desire to have the Final Project Construction Cost determined by binding arbitration in accordance with the provisions set forth herein. The Arbitration Project Cost Notice shall include the name, address and professional qualifications of the person designated to act as arbitrator on its behalf. Within ten (10) days after service of the Arbitration Project Cost Notice, the Arbitration Non-Requesting Party shall give written notice to the Arbitration Requesting Party specifying the name, address and professional qualifications of the person designated to act as arbitrator on behalf of the Arbitration Non-Requesting Party. The two (2) arbitrators so appointed shall each determine the Final Project Construction Cost by reviewing and analyzing the certification of actual costs incurred by the Developer, together with any such other documents evidencing the cost of construction of the Project, along with other documents deemed relevant

by the arbitrators, and each shall submit a copy of the arbitrator's determination of the Final Project Construction Cost, along with supporting documentation to the Parties in writing, within thirty (30) days after appointment. If the lesser of such determinations when multiplied by 105% exceeds the higher of such determination, then the Final Project Construction Cost shall be the average of the two determined amounts. If the lesser of such determination when multiplied by 105% does not exceed the higher of such determinations, then the two (2) arbitrators shall, within ten (10) days after delivery of the second determination, select a third arbitrator who shall determinate the Final Project Construction Cost based upon the arbitrators' determinations and supporting documentation, and such additional documentation and/or information the third arbitrator shall deem relevant. The determination of the third arbitrator shall be given within a period of twenty (20) days after the appointment of such third arbitrator.

All arbitrators appointed by or on behalf of either Party or appointed pursuant to the provisions hereof, shall be a construction engineer or architect with not less than ten (10) years of experience in the commercially retail construction industry, and devoting substantially all of their time to professional construction work at the time of appointment and be in all respects impartial and disinterested. If the Arbitration Non-Requesting Party fails to appoint its arbitrator within the time specified above, or if the two (2) arbitrators so selected cannot agree on the selection of the third arbitrator within the time above specified, then either party, on behalf of both parties, may request the appointment of such second or third arbitrator, as the case may be, by application to any Judge of the Circuit Court of the County of DuPage, State of

Illinois, upon ten (10) days' prior written notice to the other party of such intent. Each party shall pay the fees and expenses of the arbitrator appointed by or on behalf of such party and the fees and expenses of the third arbitrator shall be borne equally by the parties, and shall not be considered a Project Cost.

O. If the Developer, or its successor or assignee, ceases operation of the Pete's store, in whole or in part, or relocates its operations, in whole or in part, to a location outside the boundaries of the Village during the term of this Agreement (the "Forfeiture Event"), the Developer, or its successor or assignee, shall pay to the Village an amount equal to all or a portion of the Developer Note payments received by the Developer, and/or its designee, successor or assignee, up to and including the date of the Forfeiture Event (the "Forfeited Amount") as follows:

<u>Date of Forfeiture Event</u>	<u>Forfeited Amount</u>
Prior to the 11 th year following the Effective Date	100%
Between the 11 th year and before the 13 th year following the Effective Date	80%
Between the 13 th year and before the 15 th year following the Effective Date	60%
Between the 15 th year and before the 17 th year following the Effective Date	40%
Between the 17 th year and end of the Term of this Agreement	20%

The Forfeited Amount shall constitute a lien against the Property and the Village shall be entitled to record a lien against the Property. Notwithstanding the foregoing, the Forfeited Amount shall be paid to the Village within thirty (30) days of the Forfeited Event. Upon the Forfeiture Event, this Agreement shall be null and void

and no further payments to the Developer, or its designee, successor and/or assignee, shall be made pursuant to Agreement.

P. During the term of this Agreement, the Developer and any lessee, sub-lessee, licensee or user of the Property shall not:

- (1) petition for tax-exempt status for all or a portion of the Property or Project; or
- (2) transfer or convey all or a portion of the Property or Project to a tax-exempt organization or entity, except as part of an eminent domain action by a unit of government; or
- (3) Lease or license or a portion of the Property or Project to a tax exempt organization or entity.

The Developer shall prohibit all lessees, licensees and users of the Property and/or Project from engaging in the above and include the provisions of this Section 2.1(P) in all leases, license agreements or other agreements permitting use of all or a portion of the Property and/or Project.

Q. The Developer is a limited liability company duly organized and existing and in good standing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. The Developer is solvent, able to pay its debts as they mature and financial able to perform all the terms of this Agreement. To the Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against the Developer which would result in any material and adverse change to the Developer's financial condition, or which would materially and adversely affect the level of the Developer's assets as of the date of this Agreement or

that would materially and adversely affect the ability of the Developer to proceed with the construction and development of the Project. The Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as a limited liability company, so long as the Developer maintains an interest in the Redevelopment Property or has any other remaining obligations pursuant to the terms of this Agreement. Concurrently with the execution and delivery of this Agreement, the Developer shall deliver a Certificate of Good Standing from the appropriate State evidencing the Developer's good standing as a limited liability company.

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

- S. The Developer has sufficient financial and economic resources to implement and complete the Developer's obligations contained in this Agreement. The Developer has or will obtain a firm commitment from a financial institution providing all monies necessary to construct the Project and shall provide the Village with a copy of said commitment.
- T. The Developer hereby represents and warrants that the Project requires economic assistance from the Village in order to commence and complete the Project and, but for the economic assistance to be given by the Village as heretofore stated, the Project as contemplated would not be economically viable nor would the funds necessary for its completion be made available.
- U. The Developer hereby represents and warrants that it shall comply with all applicable laws, rules and regulations of the State of Illinois, the County of DuPage and the United States of America, and any and all agencies or subdivisions thereof, and all other governmental bodies and agencies having jurisdiction over the Project.
- V. The Developer represents and warrants that it shall comply in all material respects with all terms, provisions and conditions, and that it shall not default or permit a continuing default under any document or agreement relating to the Project or the financing and development of the Project, including but not limited to this Agreement, and all agreements and documentation executed and delivered in connection with any financing or loans for the Project, a default under which would have a material adverse effect on the sales tax revenue generated thereby.
- W. The Developer shall diligently pursue obtaining all required permits and the Developer shall cause construction of the Project on the Property to be diligently

prosecuted and completed pursuant to the terms hereof with due diligence and in good faith, subject to force majeure and the other provisions of this Agreement.

- X. The Developer agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Developer's sound legal discretion.
- Y. The Developer covenants that no officer, member, manager, stockholder, employee or agent, or any other person connected with the Developer, has knowingly made, offered or given, either directly or indirectly, to any member of the corporate authorities, or any officer, employee or agent of the Village, or any other person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village, to the extent prohibited under applicable law.
- Z. In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the Parties, the Developer or an authorized managing member thereof shall submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who has any interest, real or personal, in the Project, and every member entitled to receive more than 7 ½ % of the total distributable income of any entity after having obtained such an interest in the Project or, alternatively, if an entity's stock is publicly traded, a sworn affidavit by an officer of the Developer or its managing agent that there is no readily known individual who has a greater than 7 ½% interest, real or personal, in the Developer or the Project. The sworn affidavit

shall be substantially similar to the one described in Exhibit H, attached hereto and made a part of this Agreement. Said affidavit shall be updated, as necessary to reflect any changes in Ownership or interests in the Developer.

2.2 Village Obligations and Agreements. In consideration of the substantial commitment of the Developer to the development and construction of the Project, the Village agrees and covenants with the Developer as follows:

- A. Subject to the terms set forth in this Agreement, the Village shall pay the Developer an incentive (the "Village Incentive") of up to Five Million Dollars (\$5,000,000.00), to partially reimburse the Developer for those costs of the Project which constitute eligible business district project costs, as such term is defined in the Act, ("Business District Project Costs") and are set forth in Exhibit E, attached hereto and made a part hereof. The Village Incentive shall be evidenced by the issuance of promissory note as set forth in Section 2.2(B), below. Notwithstanding anything contained herein to the contrary, the Village Incentive shall not exceed the amount of Five Million Dollars (\$5,000,000.00).
- B. Upon the determination by the Village of the Village Incentive and the verification of the amount of the Village Incentive following the procedure set forth in Section 2.1(N)(2), and the determination of the total amount of Business District Project Costs invoiced or otherwise evidenced and paid by the Developer, as set forth below, the Village will issue within sixty (60) days a promissory note, in the form attached hereto and made a part hereof as Exhibit F, to the Developer in an aggregate principal amount equal to the amount of Business District Project Costs which have been invoiced or otherwise evidenced and paid by the Developer up to a maximum

principal amount of Five Million Dollars (\$5,000,000.00) (the “Developer Note”).

The Business District Project Costs shall be evidenced by a certificate in the form attached hereto and made a part hereof as Exhibit G provided to and approved by the Village Administrator (“Certificate of Expenditure”) pursuant Section 2.2(C), below.

THE DEVELOPER NOTE IS A SPECIAL, LIMITED OBLIGATION PAYABLE SOLELY FROM SALES TAX MONIES ATTRIBUTABLE TO THE PROJECT AND COLLECTED BY THE VILLAGE PURSUANT TO THE BUSINESS DISTRICT ORDINANCES (“PROJECT SALES TAX”) AND DEPOSITED IN A SEGREGATED SUB-ACCOUNT (“PROJECT SUB-ACCOUNT”) OF THE BUSINESS DISTRICT FUND (“BUSINESS DISTRICT FUND”) FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. For purposes of this Agreement, the Project Sub-Account is an internal account of the Village established for bookkeeping and accounting purposes and shall not entail the establishment of an account with a bank or other financial institution. Additionally, any monies deposited in the Project Sub-Account shall not generate interest to which the Developer has a right of entitlement. Said obligation does not now and shall never constitute an indebtedness of the Village within the meaning of any State of Illinois constitutional or any statutory provision except as provided in the Developer Note and shall not constitute or give rise to a pecuniary liability of the Village or a charge or lien against the Village’s general credit or taxing power; provided, however, that the obligations of the Village to annually deposit Project Sales Tax into the Project Sub-Account of the Business District Fund, if any, and to make payments on the Developer Note shall be and remain a contractual

obligation of the Village, subject to the terms hereof and the Developer Note. The Developer Note may not be transferred, sold or assigned without the written consent of the Village, which consent should not be unreasonably withheld, conditioned or delayed.

Notwithstanding anything contained herein to the contrary, no payments shall be due, owing or made on the Developer Note until the Village has been reimbursed for all costs and expenses incurred by it for the preparation and administration of this Agreement.

- C. The submitted Certificate of Expenditure(s) shall be accompanied by such bills, contracts, invoices, lien waivers, or other evidence as the Village Administrator shall reasonably require to establish the right to reimbursement under this Agreement. The Village Administrator shall have forty-five (45) days after receipt of any Certificate of Expenditure is submitted to approve or disapprove the same and, if disapproved, to provide written notice to the Developer an explanation as to why it is not prepared to recommend such approval. The only reasons for disapproval of any expenditure for which reimbursement is sought shall be: (1) that such expenditure is not an eligible Business District Project Cost pursuant to the Act, (2) that it is not contained on Exhibit E, as amended from time to time, (3) that it was not incurred or payment properly evidenced, or (4) that the item to which it pertains has not been completed by Developer in accordance with the provisions of this Agreement, the Site Plan, and/or the plans and/or permits regulating construction of the Project. The parties acknowledge that the determination of Business District Project Costs and qualification for reimbursement under this Agreement are subject to the Act, all

amendments to the Act both before and after the date of this Agreement (if and only if such subsequent amendments are made by the Illinois State Legislature as specifically binding on prior development agreements), and administrative rules and final non-appealable orders of the Illinois or Federal Courts (as applicable) rendered during the term of this Agreement. The Village has no obligation to the Developer to attempt to modify said rules or decisions or to assist the Developer in obtaining approval of Business District Project Costs and the preservation of any rights and remedies provided herein which are adversely affected by such legislative acts, rules or orders.

- D. In the event a claim is made against the Developer, its directors, members, managers, shareholders, officers, officials, agents and employees or any of them, or if the Developer, its directors, members, managers, shareholders, officers, officials, agents and employees or any of them (the "Developer Indemnified Party" or "Developer Indemnified Parties"), is made a party-defendant in any proceeding arising out of or in connection with the Village's duties, obligations and responsibilities under the terms of this Agreement [but specifically excluding any claim or cause of action concerning the acquisition, ownership, or transfer of the Property and subsequent construction, operation, or transfer of all or a portion of the Project], to the extent permitted by law, the Village shall indemnify, defend and hold harmless the Developer Indemnified Parties, or any Developer Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorneys fees, in connection therewith. Any such Developer Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her

own expense. The Developer Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Village shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Developer Indemnified Parties, or any of them, as the case may be, provided that neither the Developer nor any of the other Developer Indemnified Parties shall be required to contribute to such settlement. The foregoing indemnification shall not be paid from Project Sales Tax.

2.3 Illinois Department of Transportation Highway Permit

The Developer is currently constructing certain improvements in and about the Property, and in conjunction therewith, is required to obtain a permit (“Highway Permit”) from the Illinois Department of Transportation (“IDOT”) for roadway widening and improvements on Illinois Route 83 and Plainfield Road (including traffic signal work, sidewalk construction, storm sewer improvements and driveway access improvements) as more particularly described in the Engineering Plans prepared by Manhard Consulting Ltd. dated June 7, 2018 (“Roadway Work”).

IDOT has denied Developer’s request for a Highway Permit for a portion of the Roadway Work and instead is requiring the Village to be the applicant for the Highway Permit as more particularly set forth on the Application for Highway Permit attached hereto as Exhibit I and incorporated herein by this reference (“Application”).

Subject to the terms, conditions and assurances by Developer set forth in this Section 2.3, Village is willing to promptly execute the Application, deliver the same to IDOT and use reasonable efforts to facilitate the processing of the Application subject to the following conditions:

- A. Developer shall, prior to the approval and execution of this Agreement, cause a bank letter of credit, the form of which shall be approved by the Village Administrator and (“LOC”) to be issued and delivered to Village in an amount not less than one hundred ten percent (110%) of the Village Engineer’s cost estimate of all off-site Roadway Work. The cost estimate of the off-site Roadway Work shall be subject to review and approval of Village’s Engineer which cost estimate shall include all components of the work including construction, Phase III engineering and Geotechnical soils. Village shall not release or reduce the letter of credit unless and until (i) IDOT approves, in writing, all off-site Roadway Work constructed and/or installed pursuant to the Highway Permit, and (ii) the Village receives sworn Contractors’ Affidavits and lien waivers from all of the Developer’s contractor(s) and suppliers, and the same has been reviewed and approved by the Village Engineer.. Upon request from Developer from time to time, the amount of the Letter of Credit will reduced to an amount equal to one hundred ten percent (110%) of the Village Engineer’s then current cost estimate of all off-site Roadway Work yet to be completed, provided, the Developer shall not request a reduction in an amount less than Five Hundred Thousand Dollars (\$500,000.00);
- B. Developer’s general contractor for the off-site Roadway Work shall secure and post a Five Hundred Thousand Dollar (\$500,000.00) Highway Permit bond naming IDOT as obligee;
- C. Developer shall, at its sole expense, pay all costs and expenses for Phase III Engineer and Geotechnical/Soils Engineer and all reports generated by those engineers;

- D. Developer, at its own cost, shall provide a certificate of insurance, acceptable to Village Administrator, which certificate shall comply with IDOT standard specifications and shall name the Village, its officials, officers, employees and agents as additional insureds;
- E. Developer shall indemnify, defend and hold Village, its officers, employees, elected officials and agents (the "Indemnified Parties") harmless from and against any and all actual costs (including reasonable attorneys' fees and costs), expenses and liabilities (collectively, "Costs") incurred by Village as a direct result of: (a) claims by IDOT against Indemnified Parties that Developer failed to comply with the terms and conditions of the Application and/or the Highway Permit; or (b) any claim against the Indemnified Parties arising out of the Developer's failure to complete the Roadway Work that is subject of the Highway Permit. The required policy or policies of insurance shall also name the Village as an additional insured for any and all claims, including but not limited to claims made by any person pursuant to the provisions of the Illinois Workers' Compensation Act;
- F. Developer shall also indemnify the Village, its officials, officers, employees and agents from and against any and all claims made by Developer's contractor(s) and suppliers against Indemnified Parties for any and all amounts due and owing Developer's suppliers, contractor(s) and sub-contractors including its and their claims by contractor(s) employees or agents for amounts due and owing as and for unpaid material, wages or otherwise;

G. Developer shall cause its contractor(s) and sub-contractors to submit to Village copies of the progress reports required by IDOT regarding the prosecution for all off-site Roadway Work;

H. Developer and Village understand that the Village will execute and submit the Application due solely to IDOT's refusal to accept the Application for the Roadway Work from Developer. Developer and Village further agree and acknowledge that:

- i. Village is not the agent of Developer or Developer's contractor(s) or sub-contractors and Village shall have no authority to bind Developer or Developer's contractor(s) or sub-contractors to the obligations and undertakings of the Highway Permit;
- ii. Developer, through its contractor(s) or sub-contractors, shall furnish all labor, equipment and material and do all work and pay all costs associated with the work authorized by the Highway Permit for all Roadway Work;
- iii. Developer and its contractor(s) and sub-contractors shall engage only in work authorized and approved by the Highway Permit. Developer shall assume full and strict liability for all actions of itself, all real parties in interest, contractors, sub-contractors and consultants and Developer shall save, defend, hold harmless and indemnify the Village of Willowbrook, its officers, officials, employees, agents and consultants from and against any and all suites, claims actions, losses, injuries, damages, judgments and expenses, including court costs and attorneys' fees incurred and based on or that may arise or are alleged to have arisen out of the performance of the work approved by the Highway Permit including, but not limited to any act, willful

or negligent of Developer, its contractor(s), its or their sub-contractors, employees, agents or consultants;

- iv. Developer shall use only contractor(s) approved by IDOT for the performance of the work. Prior to the commencement of the work, Developer's contractor(s) shall furnish the IDOT Regional Engineer with a copy of contractor's Certificate of Eligibility or, in the alternative, information satisfactory to IDOT evidencing the contractor(s)' qualifications and ability to perform the work. No work shall commence until IDOT issues a written approval of the proposed contractor;
- v. Village not responsible or liable for failure of IDOT to issue Highway Permit and that Developer waives all causes of action against the Village, its officials, officers, agents, employees, attorneys and consultants.

- I. Upon IDOT and the County of DuPage issuing permits for the Roadway Work, the plans for which include the Developer's phasing plan for temporary access to the Project (the "Phasing Plan"). The Developer shall use its best efforts to obtain written confirmation (excluding email correspondence) from IDOT and County of DuPage that the Phasing Plan is acceptable to each. Said written confirmation shall be issued in name and address to both the Developer and Village and duplicate originals shall be delivered to each by the issuing party. Upon receipt of such written confirmation by both parties, the Developer may request the Village amend or otherwise waive the provision of the Village ordinance requiring permanent access to the Project prior to its opening for business. The Village may deny the Developer's request in whole or in part, with or without cause.

ARTICLE III. AUTHORITY

3.1 Powers.

- A. The Village hereby represents and warrants to the Developer that the Village has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Village, and is enforceable in accordance with its terms and provisions and the execution of this Agreement does not require the consent of any other governmental authority.
- B. The Developer hereby represents and warrants to the Village that the Developer has full lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been or will be duly and validly authorized and approved by all necessary Developer actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, is enforceable in accordance with its terms and provisions and does not require the consent of any other party.

3.2 Authorized Parties. Except in cases where the approval or authorization of the Village's Corporate Authorities is required by law, whenever, under the provisions of this Agreement, or other related documents and instruments or any duly authorized 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 to, 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 Administrator or his designee and for the Developer by any manager of the Developer so authorized (and, in any event, the officers executing this Agreement are so authorized). 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 IV. GENERAL PROVISIONS

4.1 **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.

4.2 **Mutual Assistance.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments and certifications (and, in the case of the Village, the adoption of such ordinances and resolutions), 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 such terms, provisions and intent.

Provided the Developer is in compliance with this Agreement, the Village agrees that it shall not revoke or amend the Business District Ordinances or this Agreement if such revocation or amendment would prevent the development of the Project in accordance with this Agreement. The Parties shall cooperate fully with each other in securing from any and all appropriate governmental authorities (whether federal, state, county or local) any and all necessary or required permits, entitlements, authorizations and approvals to develop and construct the Project.

4.3 Force Majeure. For the purposes of this Agreement, neither the Developer nor the Village shall be considered to be in breach of any of its obligations hereunder if said Party is unable to acquire any property which, by the terms of this Agreement, said Party was required to acquire. "Force Majeure Delays" means delays in the construction caused by any one or combination of the following, which are beyond the reasonable control of and/or without the fault of the Party relying thereon, destruction by fire or other casualty, or performance is prevented by strike or other labor troubles, other than those caused by Developer, governmental restrictions, takings, and limitations arising subsequent to the date hereof, war or other national emergency; fire, flood or other casualties, shortage of material not attributable to any action or conduct of Developer, extreme adverse weather conditions, such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, tornadoes or cyclones, any delay in the performance by Developer resulting from the non-performance of the Village's responsibilities, and any other extraordinary events or conditions beyond the reasonable control of the Developer or the Village which, in fact, unreasonably interferes with the ability of the Developer or the Village to discharge its respective obligations hereunder. Force Majeure Delay shall not include: (1) economic hardship or impracticability of performance (except as may be provided herein), (2) commercial or economic frustration of purpose (except as may be provided herein), or (3) a failure of performance by a contractor (except as caused by events which are Force Majeure Delay as to the contractor).

In each case where a Party hereto believes its performance of any specific obligation, duty or covenant is delayed or impaired by reason of an event of Force Majeure Delay, the Party claiming the benefit of this Section 4.3 shall notify the other Party of the nature of the event claimed to constitute Force Majeure Delay and, specifically, the obligation, duty or covenant which it believes is delayed or impaired by reason of the designated event. Notification shall be provided in accordance with

Section 4.11 hereof. Performance of the obligation, duty or covenant impaired by reason of the designated event shall be tolled for that period of time reasonably necessary to remove or otherwise cure the impediment to performance and the Party relying on the event of Force Majeure Delay shall be obligated to pursue such remedy or cure with reasonable diligence given the nature of the impairment, to the extent the same may be reasonably cured. In no case shall an event of Force Majeure Delay toll the performance of any obligation, duty or covenant not directly implicated in the claimed event of Force Majeure Delay. Further, nothing herein shall be deemed to preclude the right of the Party entitled, by the terms of this Agreement, to receive the performance of any obligation, duty or covenant to challenge the validity of a claimed event of Force Majeure Delay.

4.4 Breach. A Party shall be deemed to be in breach of this Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement after the expiration of the any cure period applicable thereto, as hereinafter provided..

4.5 Cure of Breach. Except as otherwise provided herein (including without limitation in case of defaults in the failure to make monetary payments due hereunder), prior to the time that a failure of any Party to this Agreement to perform its obligations hereunder or the failure to perform any other action or omission to perform any such obligation or action described in Section 4.4 shall be deemed to be a breach hereof, the Party claiming such failure shall provide written notification to the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within sixty (60) days, or thirty (30) days in the event of non-payment of monies otherwise due and payable, of the receipt of such notice. The prosecution of the conduct necessary to remedy the alleged breach must be diligently pursued until

the cure is perfected. The obligation to cure defaults, as herein required, shall be tolled during any applicable time period during which a delay in performance is permitted as an event of Force Majeure Delay under the provisions of Section 4.3 hereof but the tolling of the performance of any obligation shall be limited to the obligation or action as to which the Force Majeure Delay provisions apply.

In the event that either Party shall breach any provision of this Agreement and fail to cure said breach as provided in the preceding paragraph or as elsewhere provided in this Agreement, the non-defaulting Party may enforce the terms hereof by filing any action or proceeding available at law or in equity, in any court of competent jurisdiction, including an action for specific performance of the covenants and agreements herein contained. In addition, a non-defaulting Party may recover actual, but not consequential damages, directly and proximately relating to the defaulting Party's failure to perform the terms hereof. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section 4.5 or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity.

4.6 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.

4.7 Entire Agreement. This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement

supersedes all prior agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

4.8 Severability. If any provisions, covenants, agreement or portion of this Agreement, or its application to any person, 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.

4.9 Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

4.10 Illinois Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

4.11 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by telecopy facsimile; or (iii) sent by a recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with such an overnight courier service, or (c) two (2) business days after deposit in the mail, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail.

If to the Village:

Village of Willowbrook
Attn: Village Administrator
835 Midway Drive
Willowbrook, Illinois 60527
Fax No. (630) 920-2427

with a copy to:

Thomas M. Bastian
Storino, Ramello & Durkin
9501 West Devon Avenue, 8th Floor
Rosemont, Illinois 60018
Fax No. (847) 318-9509

If to the Developer:

Route 83 & Plainfield Road LLC
Attn: James Dremonas, Managing Member
4333 South Pulaski Road
Chicago, Illinois 60632
Fax No. (773) 843-9090

with a copy to:

Anthony Stamas, Esq.
555 Pond Drive
Wood Dale, Illinois 60191
Fax No. (312) 222-9516

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

4.13 Term of Agreement. The term ("Term") of this Agreement shall commence on the Effective Date and continue for a period of twenty (20) years, but in no event past the expiration of the Business District. Notwithstanding the foregoing or anything contained herein to the contrary, this Agreement, and all Village obligations herein shall be null and void if a permanent PFM Certificate of Occupancy is not issued prior to December 31, 2018, subject to any Force Majeure Delay extensions.

4.14 Good Faith and Fair Dealing. Village and Developer acknowledge their duty to exercise their rights and remedies hereunder and to perform their covenants, agreements and obligations hereunder, reasonably and in good faith.

4.15 Drafting. Each Party and its counsel have participated in the drafting of this Agreement therefore none of the language contained in this Agreement shall be presumptively construed in favor of or against either Party.

4.16 Recording. The Parties agree to record a signed copy of this Agreement or a memorandum of this Agreement with the DuPage County Recorder of Deeds.

4.17 Covenants Run with the Land/Successors and Assigns. It is intended that the covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the Property and the Project. Such covenants shall terminate upon termination or expiration of this Agreement.

This Agreement shall inure to the benefit of, and shall be binding the Developer and the Developer's respective successors, grantees and assigns, and upon successor corporate authorities of the Village and successor municipalities.

Notwithstanding the foregoing, this Agreement may not be sold, assigned or otherwise transferred without the written consent of the Village.

4.18 Default Shall Not Permit Termination of Agreement. No default under this Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement; provided, however, this limitation shall not affect any other rights or remedies the Parties may have by reason of any default under this Agreement.

4.19 **Right to Enjoin.** In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party or Occupant, any other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or for a decree of specific performance.

4.20 **Partial Funding.** Except as otherwise set forth in this Agreement, the Developer acknowledges and agrees that the economic assistance to be received by the Developer as set forth in this Agreement is intended to be and shall be a source of partial funding for the Project and agrees that any additional funding above and beyond said economic assistance shall be solely the responsibility of the Developer. The Developer acknowledges and agrees that the amount of economic assistance set forth in this Agreement represents the maximum amount of economic assistance to be received by the Developer from the Village with respect to the Project, provided the Developer complies with the terms and provisions set forth in this Agreement. The Developer further acknowledges and agrees that the Village is not a joint developer or joint venturer with the Developer and the Village is in no way responsible for completion of any portion of the Project.

4.21 **Attorney Fees.** Should it become necessary to bring legal action or proceedings to enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs, including reasonable attorney's fees, in addition to whatever other relief the prevailing party may be entitled. Any legal fees incurred by the Village arising from any cause of action related to this Agreement and/or any obligation of the Village under this Section may be paid from Project Sales Tax.

4.22 **No Joint Venture, Agency or Partnership Created.** Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third

person to create the relationship of a partnership, agency, or joint venture between or among such Parties.

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

4.24 No Personal Liability of Officials of Village or Developer. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Mayor, Village Board Member, Village Administrator, any official, officer, partner, member, manager, director, agent, employee or attorney of the Village or Developer, in his or her individual capacity, and no official, officer, partner, member, manager, director, agent, employee or attorney of the Village or Developer shall be liable under this Agreement or be subject to any personal liability or accountability by person of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

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

4.26 Estoppel Certificates. Each of the parties hereto agree to provide the other, upon not less than ten (10) business days prior request, a certificate ("*Estoppel Certificate*") certifying that this Agreement is in full force and effect (unless such is not the case, in which case such parties shall specify the basis for such claim), that the requesting party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or

specifying each such claimed default) and certifying such other matters reasonably requested by the requesting party.

4.27 Transfer or Sale of Project or Property. The Developer shall not sell or convey any interest in the Project or Property (the "Transfer Event") without the written consent of the Village, which consent shall not be unreasonably withheld. In the event a Transfer Event occurs without the written consent of the Village, such Transfer Event shall be deemed a Forfeiture Event and the Developer shall pay to the Village a Forfeiture Amount in accordance with Section 2.1(O).

4.28 Municipal Limitations. All municipal commitments are limited to the extent required by law.

4.29 Effectiveness. The Effective Date for this Agreement shall be the day on which this Agreement is approved by the Village by an ordinance authorizing its execution. Developer shall execute this Agreement not later than twenty-one (21) days after Village Board approval of said ordinance or else this Agreement will be deemed void.

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

VILLAGE OF WILLOWBROOK,
an Illinois Municipal Corporation

By: _____
ATTEST: Mayor

Village Clerk

ROUTE 83 & PLAINFIELD ROAD, LLC,
an Illinois limited liability company

By: _____
Managing Member

EXHIBIT A

Legal Description of Business District

THAT PART OF THE SOUTH HALF OF SECTION 23 AND THE NORTH HALF OF SECTION 26 TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 1 IN PERSEVERANCE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23 AND THE NORTHEAST QUARTER OF SAID SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 2007 AS DOCUMENT NO. R2007-141528; THENCE NORTHERLY, WESTERLY, NORTHERLY, EASTERLY AND NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO A POINT ON THE SOUTH LINE OF LOT 1 IN WILLOWBROOK CENTER UNIT NO. 1, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1963 AS DOCUMENT NO. R63-37895; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO A POINT ON THE SOUTH LINE OF LOT 2 IN LENZ'S ASSESSMENT PLAT, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED JULY 5, 1955 AS DOCUMENT NO. 763597; THENCE EASTERLY ALONG SAID SOUTH LINE AND ALONG THE EASTERLY EXTENSION THEREOF TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ADAMS STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY CORNER OF LOT 1 IN 1ST BURLINGTON BANK, WILLOWBROOK RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1986 AS DOCUMENT NO. R86-115152; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 AND ALONG THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 69TH STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 14 IN SCHILLER'S ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 1950 AS DOCUMENT NO. 595530; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 14 TO THE SOUTHWEST CORNER OF LOT 12 IN WEST TOWN DEVELOPMENT COMPANY'S RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1955 AS DOCUMENT NO. 766039; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 12 AND ALONG THE WEST LINE OF LOT 13 IN SAID WEST TOWN DEVELOPMENT

COMPANY'S RESUBDIVISION TO THE NORTHEAST CORNER OF PARCEL 1 IN WILLOWBROOK OFFICE PARK LOT 12 ASSESSMENT PLAT, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 2005 AS DOCUMENT NO. R2005-197465; THENCE WESTERLY, SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE NORTH LINE OF SAID PARCEL 1 115.50 FEET (MORE OR LESS) TO A POINT ON THE NORTHEASTERLY LINE OF A PERMANENT EASEMENT (AS SHOWN ON AN EASEMENT EXHIBIT PREPARED BY MANHARD CONSULTING, LTD AND DATED JUNE 9, 2016); THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY PERMANENT EASEMENT LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 15 IN BLOCK 35 IN TRI STATE VILLAGE UNIT NO. 5, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 23 AND THE NORTHWEST QUARTER OF SAID SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1944 AS DOCUMENT NO. 465114; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID ILLINOIS ROUTE 83; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF 72ND COURT; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION TO A POINT OF INTERSECTION WITH SAID EAST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83; THENCE EASTERLY, SOUTHERLY AND EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 72ND COURT TO A POINT ON THE EAST LINE OF LOT 6 IN HINSDALE HIGHLAND ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1954 AS DOCUMENT NO. 720969; THENCE NORTHERLY ALONG SAID EAST LINE EXTENDED NORTHERLY TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL (P.I.N. 09-23-405-019):

THAT PART OF LOT 4 WHICH LIES EAST OF THE EAST LINE OF ILLINOIS ROUTE 83 AND NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD AS PER PLAT OF DEDICATION RECORDED JUNE 27, 1961 AS DOCUMENT NO. R61-11952 AND WHICH LIES SOUTH OF A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SAID ILLINOIS ROUTE 83 TO A POINT WHICH IS 298.40 FEET NORTH OF THE CENTER LINE OF PLAINFIELD ROAD (MEASURED ALONG THE EAST LINE OF SAID ROUTE 83), ALSO, THAT PART OF LOT 3 WHICH LIES NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD AS PER PLAT OF DEDICATION RECORDED JUNE 27, 1961 AS DOCUMENT NO. R61-11952, AND WHICH LIES SOUTHERLY OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT 3, SAID POINT BEING 138.94 FEET NORTH OF THE NORTH LINE OF SAID PLAINFIELD ROAD (MEASURED ALONG SAID WEST LINE OF LOT 3) TO A POINT IN THE NORTHERLY LINE OF SAID PLAINFIELD ROAD, SAID LOTS 3 AND 4 BEING IN OWNER'S SUBDIVISION OF THE SOUTHWEST

QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1931 AS DOCUMENT NO. 311500, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT A-1

Map of Business District

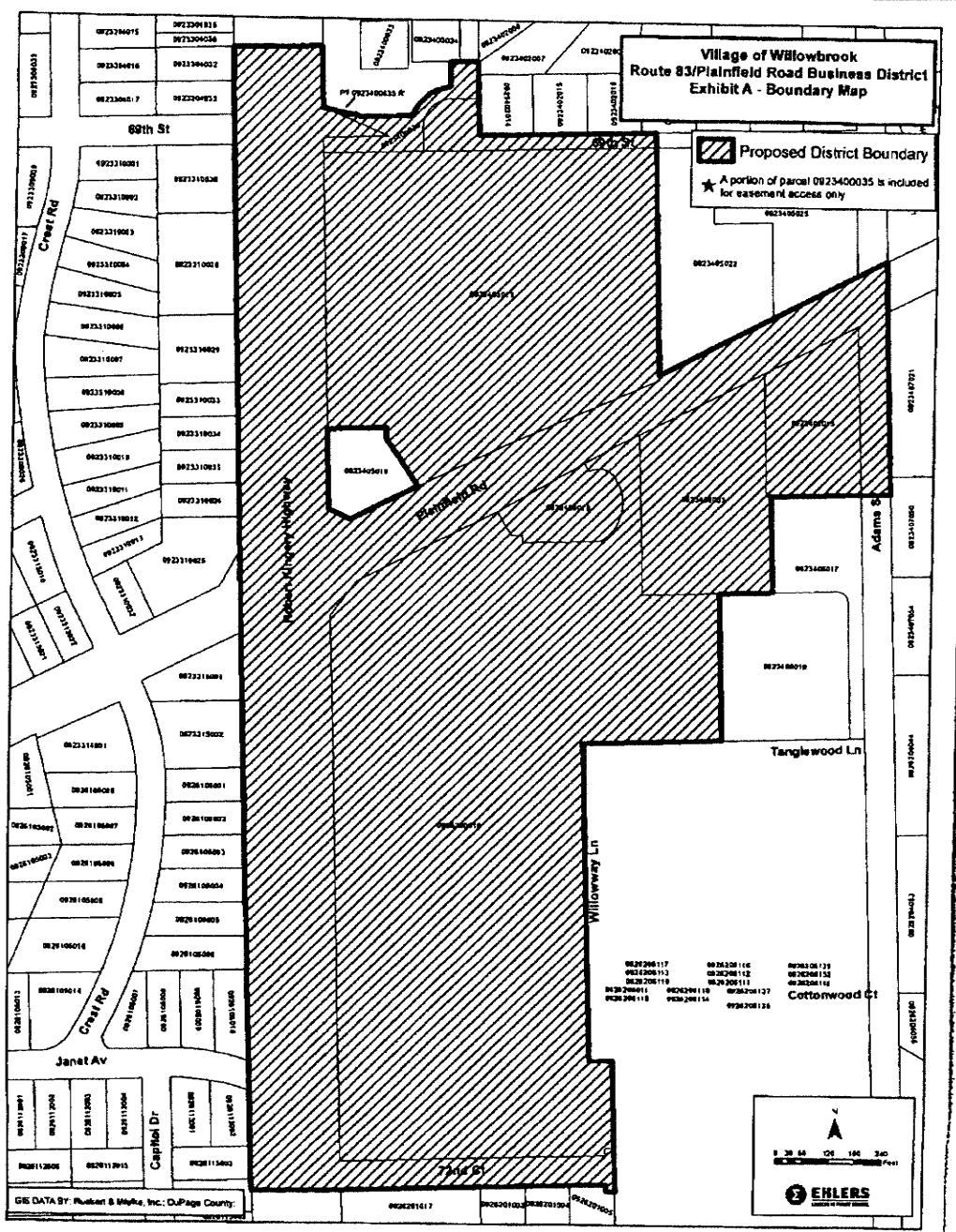
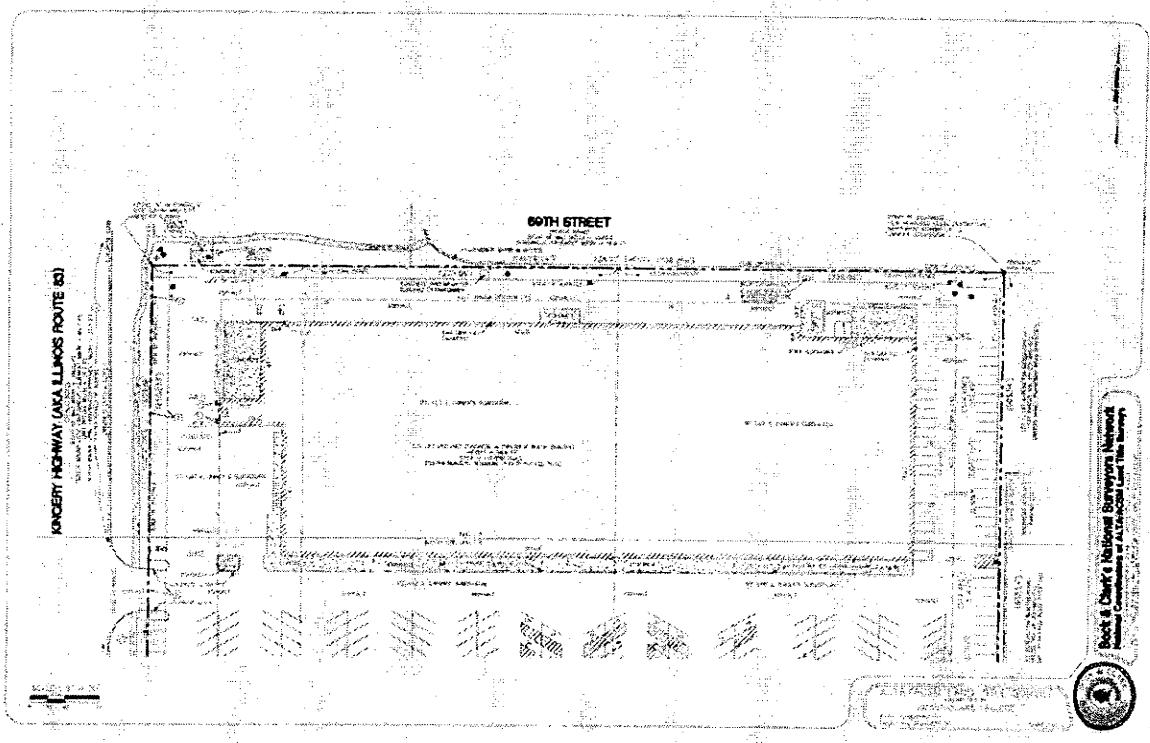


EXHIBIT B
Legal Description of Property

THAT PART OF LOTS 2, 3 AND 4 IN OWNER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, ALL IN TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1931 AS DOCUMENT 311500, DESCRIBED AS FOLLOWS:

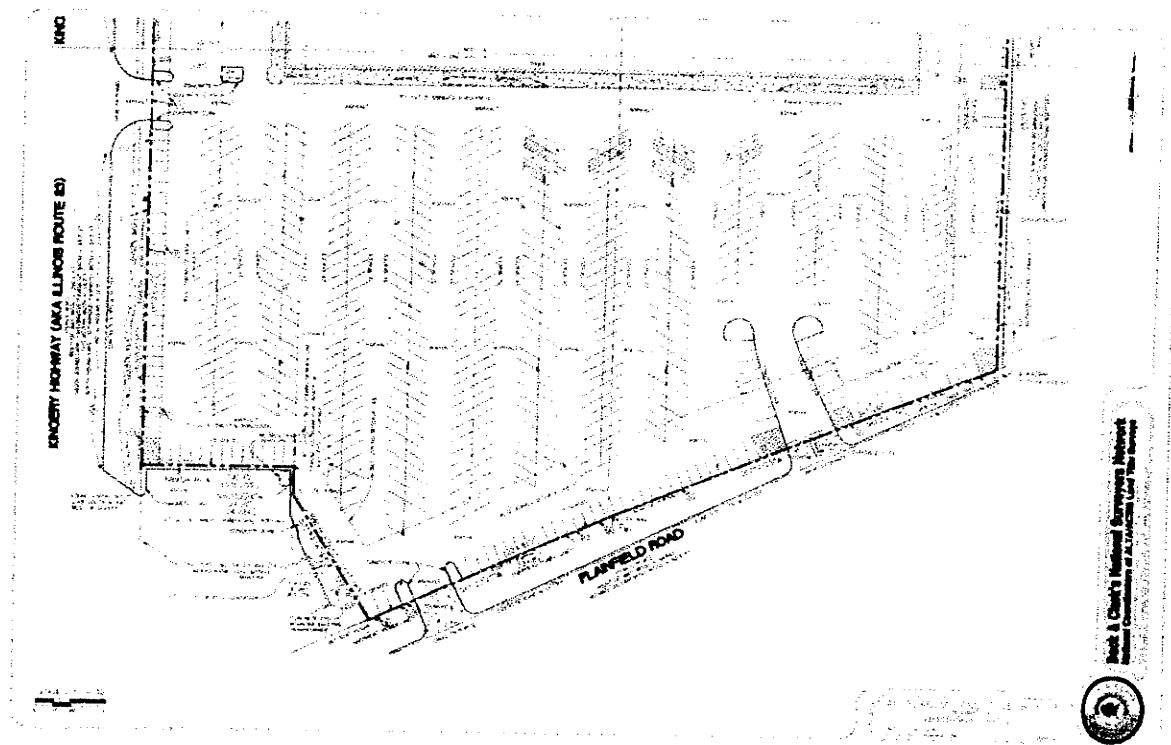
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE WEST ALONG THE NORTH LINE OF SAID LOTS, A DISTANCE OF 738.269 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF ILLINOIS ROUTE NO. 83, AS MONUMENTED; THENCE SOUTH 00 DEGREE, 05 MINUTES, 34 SECONDS WEST ALONG THE EAST LINE OF SAID ILLINOIS ROUTE NO. 83, A DISTANCE OF 610.633 FEET TO A POINT, WHICH IS 298.40 FEET (AS MEASURED ALONG THE EAST LINE OF ILLINOIS ROUTE NO. 83) NORTH OF THE SOUTHEASTERLY LINE OF SAID LOT 4; THENCE SOUTH 89 DEGREES, 54 MINUTES, 26 SECONDS EAST, A DISTANCE OF 131.753 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 4; THENCE SOUTH 00 DEGREE, 00 MINUTE, 24 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 24.724 FEET TO A POINT, WHICH IS 138.94 FEET (AS MEASURED ALONG THE EAST LINE OF SAID LOT 4) NORTH OF THE NORTHWESTERLY LINE OF PLAINFIELD ROAD, AS WIDENED PER DOCUMENT R61-11952; THENCE SOUTH 32 DEGREES, 19 MINUTES, 18 SECONDS EAST, A DISTANCE OF 127.783 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF PLAINFIELD ROAD PER PLAT OF DEDICATION RECORDED APRIL 25, 1961 AS DOCUMENT R61-4362, SAID POINT BEING 75.0 FEET NORTHEASTERLY OF THE WEST LINE OF SAID LOT 3 (MEASURED ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID PLAINFIELD ROAD); THENCE NORTH 65 DEGREES, 37 MINUTES, 21 SECONDS EAST ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID PLAINFIELD ROAD, A DISTANCE OF 224.817 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 3; THENCE NORTH 67 DEGREES, 50 MINUTES, 25 SECONDS EAST ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID PLAINFIELD ROAD, A DISTANCE OF 361.290 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 2; THENCE NORTH 00 DEGREE, 01 MINUTE, 19 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 514.486 FEET, THE HEREIN DESIGNATED PLACE OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

EXHIBIT B-1
Map of Property



B (1)-1

645798.9



645798.9

B(1)-2

EXHIBIT C

Site Plan

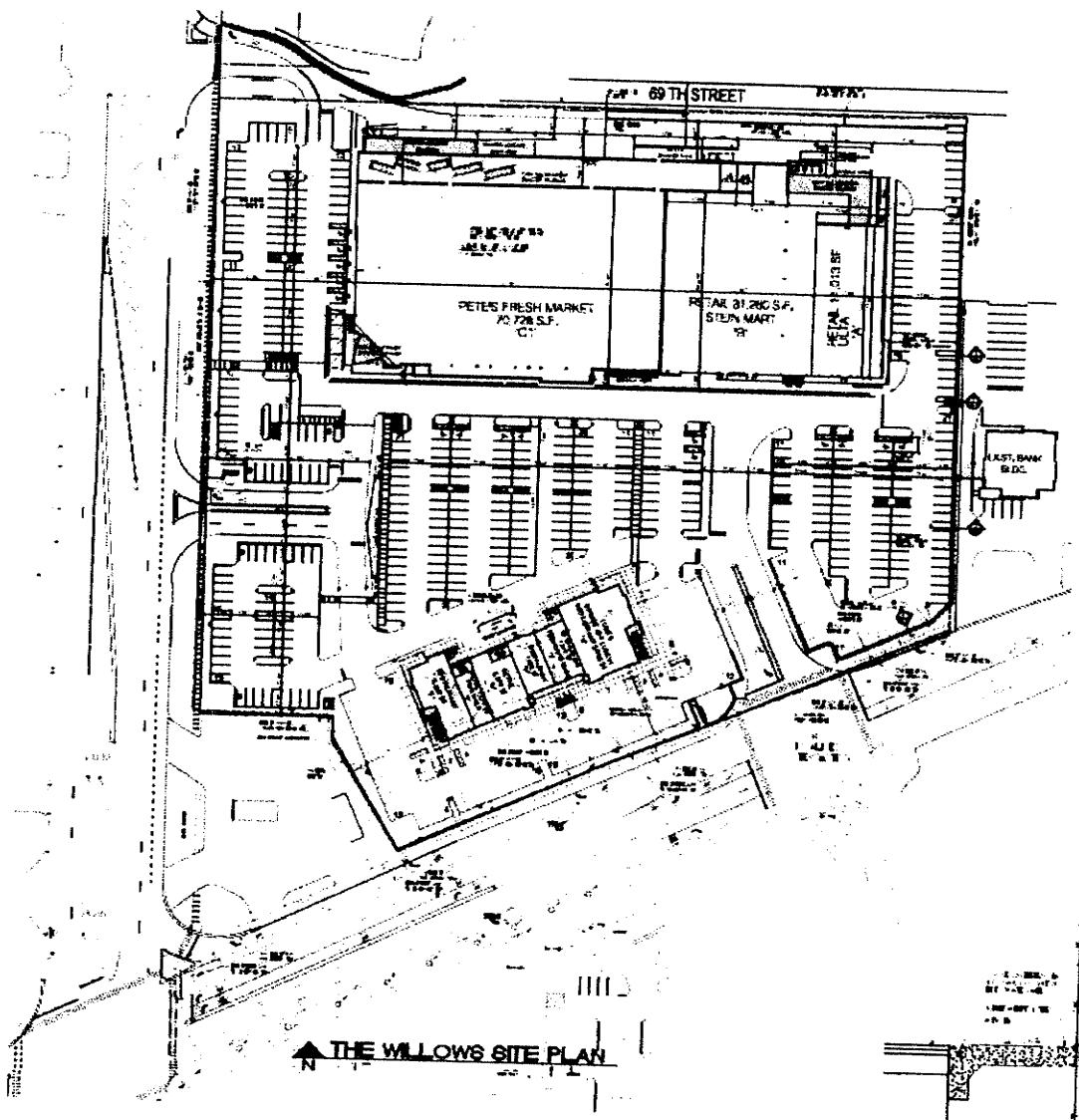


EXHIBIT D

Project Budget

Construction Budget:

Contractor Name and Address	Work Item	Amount of Contract	Additions / Deductions to Contract	Retention (inc. Current)	Net of Previous Payments	Net Amount This Payment	Balance to Become Due (inc. Retentions)
DIVISION 1 - Gen. Requirements							
Contingency - GC	Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Placed in Omega Contract CO 1		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Division 1 Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DIVISION 2 - Site work/Demo							
NP Demolition	Demolition	\$ 92,802.00	\$ -	\$ -	\$ 92,802.00	\$ -	\$ -
MJ Paving							
Excavation/site/hauling/import	Excavation	\$ 649,794.00	\$ -	\$ -	\$ 649,794.00	\$ -	\$ -
Achilles	S&W	\$ 600,000.00	\$ -	\$ -	\$ 600,000.00	\$ -	\$ -
MJ Paving	Paving	\$ 618,306.00	\$ -	\$ -	\$ 618,306.00	\$ -	\$ -
Mullermost	Irrigation	\$ 85,000.00	\$ -	\$ -	\$ 46,122.00	\$ -	\$ 44,878.00
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Division 2 Totals	\$ 2,045,904.00	\$ -	\$ -	\$ 1,001,026.00	\$ -	\$ 44,878.00
DIVISION 3 - Concrete							
MJ Paving - Structural / SOG / Site	Concrete	\$ 1,231,898.00	\$ -	\$ -	\$ 1,206,898.00	\$ -	\$ 25,000.00
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Division 3 Totals	\$ 1,231,898.00	\$ -	\$ -	\$ 1,206,898.00	\$ -	\$ 25,000.00
DIVISION 4 - Masonry							
G.Lobos	Masonry	\$ 1,350,000.00	\$ -	\$ -	\$ 1,350,000.00	\$ -	\$ -
	Division 4 Totals	\$ 1,350,000.00	\$ -	\$ -	\$ 1,350,000.00	\$ -	\$ -
DIVISION 5 - Metals							
Advanced	Steel	\$ 1,130,000.00	\$ -	\$ -	\$ 1,130,000.00	\$ -	\$ -
	Division 5 Totals	\$ 1,130,000.00	\$ -	\$ -	\$ 1,130,000.00	\$ -	\$ -
DIVISION 6 - Carpentry							
The Rockwell Group	Carpentry	\$ 1,289,500.00	\$ 5,000.00	\$ 1,213,795.00	\$ 25,705.00	\$ 50,000.00	
		\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	
	Division 6 Totals	\$ 1,289,500.00	\$ 5,000.00	\$ 1,213,795.00	\$ 25,705.00	\$ 50,000.00	
DIVISION 7 - Thermal & Moisture Control							
All American Exterior Solutions	Roofing	\$ 630,000.00	\$ -	\$ 585,246.00	\$ 24,754.00	\$ 20,000.00	
		\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	
	Division 7 Totals	\$ 630,000.00	\$ -	\$ 585,246.00	\$ 24,754.00	\$ 20,000.00	

EXHIBIT E

Business District Project Costs

Eligible Costs*:

1.	Land Acquisition	\$12,000,000.00
	TOTAL	<hr/> \$12,000,000.00

*Partial List

Exhibit F

Form Developer Note

Form Developer Note

REGISTERED	AMOUNT
NO. R-1	\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF DUPAGE
NON-INTEREST BEARING DEVELOPER NOTE
(VILLAGE OF WILLOWBROOK, ILLINOIS
ROUTE 83/PLAINFIELD ROAD BUSINESS DISTRICT)**

Registered Owner:

Taxable Interest Rate: ZERO PERCENT (0%)

Issuance Date: _____, 201_____

Maturity Date: _____, 202_____ (which is 20 years after the Issuance Date or the natural expiration of the Business District, whichever occurs first)

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Willowbrook, DuPage County, Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Developer Note from time to time advanced by the Registered Owner to pay Business District Project Costs of the Project (as defined in the Redevelopment Agreement, defined below) in accordance with that certain Ordinance adopted by the Corporate Authorities of the Village on _____, 2018 (the "Ordinance") and that certain

Redevelopment Agreement dated _____, 2018 (the "Redevelopment Agreement") between the Village and JD Real Estate and Route 83 & Plainfield Road, LLC in the principal amount of _____ DOLLARS (\$______). Principal payments on this Developer Note are payable annually on April 30th of each year, from Project Sales Tax received by the Village prior to January 1st of such payment year, commencing on April 30, 20____ to and including the Maturity Date from Project Sales Tax on deposit in the Project Sub-Account of the Business District Fund (as such terms are defined in the Redevelopment Agreement), only to the extent such monies are available. The Registered Owner shall be entitled to receive all Project Sales Tax deposited in the Project Sub-Account of Business District Fund on or prior to the Maturity Date. Notwithstanding anything to the contrary contained herein, this Developer Note shall automatically be cancelled and be deemed paid-in-full on the earlier of (1) full payment of the principal balance of the Developer Note; (2) the Maturity Date; and (3) the natural expiration of the Business District, even if the sum of all payments made on this Developer Note do not satisfy in full the principal balance of this Developer Note. Any successful claim for credit against the Project Sales Tax granted by the Illinois Department of Revenue shall be deducted from the next annual payment on this Developer Note, or if the Developer Note has been paid in full, shall be rebated by the Developer to the Village within thirty (30) days' notice from the Village.

The principal payments on this Developer Note shall be payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Director of Finance of the Village, as registrar and paying agent (the "Registrar"), at the close of business on the payment date noted above, and

shall be paid by wire transfer, check or draft of the Registrar, payable in lawful money of the United States of America, wired in accordance with the wire instructions provided by the Registered Owner or mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal shall be payable solely upon presentation of this Developer Note at the principal office of the Registrar in Willowbrook, Illinois or as otherwise directed by the Village.

This Developer Note is issued by the Village in fully registered form in the aggregate principal amount of advances previously made from time to time by the Developer up to

DOLLARS (\$_____) for the purpose of
reimbursing the Developer for certain Business District Project Costs (as defined in the
Redevelopment Agreement) incurred by the Developer in connection with the redevelopment of the
Project (as defined in the Redevelopment Agreement), on the Property (as defined in the
Redevelopment Agreement) in the Village, all in accordance with the Constitution and the laws of
the State of Illinois, and particularly the Business District Development and Business District Law
(65 ILCS 5/11-74.3-1 et seq.) (the "Act"), and the Ordinance, in all respects as by law required. IN
NO EVENT SHALL THE TOTAL PRINCIPAL PAYMENTS ON THIS DEVELOPER NOTE
EXCEED FIVE MILLION DOLLARS (\$5,000,000.00). THE PRINCIPAL BALANCE OF THIS
DEVELOPER NOTE SHALL NOT BEAR INTEREST.

The Village has assigned and pledged certain rights, title and interest of the Village in and to Project Sales Tax on deposit in the Project Sub-Account of the Business District Fund, if any, which the Village is entitled to receive pursuant to the Act, the Redevelopment Agreement and the

Ordinance, and on deposit in the Project Sub-Account of the Business District Fund in order to pay the principal of this Developer Note. Reference is hereby made to the aforesaid Ordinance and Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Developer Note and the terms and conditions under which this Developer Note is issued and secured.

THIS DEVELOPER NOTE IS NOT A GENERAL OR MORAL OBLIGATION OF THE VILLAGE BUT IS A SPECIAL LIMITED OBLIGATION OF THE VILLAGE, AND IS PAYABLE SOLELY FROM THE PROJECT SALES TAX ON DEPOSIT IN THE PROJECT SUB-ACCOUNT OF THE BUSINESS DISTRICT FUND (AS SUCH TERMS ARE DEFINED IN THE REDEVELOPMENT AGREEMENT), AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCE. THIS DEVELOPER NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE VILLAGE, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS DEVELOPER NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE VILLAGE, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL ON THIS DEVELOPER NOTE.

Notwithstanding anything contained herein to the contrary, no payments shall be due, owing or made on this Developer Note until the Village has been reimbursed for all costs and expenses incurred by it for the preparation and administration of the Redevelopment Agreement.

The Village may prepay this Developer Note at any time.

Upon written consent of the Village, which such consent shall not be unreasonably withheld, conditioned or delayed, this Developer Note may be transferred, sold or assigned by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Willowbrook, Illinois, but only upon surrender and cancellation of this Developer Note. Upon a transfer or sale, a new Developer Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. Transfer, sale or assignment shall be in accordance with the form at the end of this Developer Note.

This Developer Note hereby authorized shall be executed and delivered as provided for in the Redevelopment Agreement.

Pursuant to the Redevelopment Agreement, the Developer has agreed to construct the Project on the Property and to advance funds for eligible Business District Project Costs related to the Project. Such costs up to the amount of _____ DOLLARS (\$_____) as determined and adjusted pursuant to the Redevelopment Agreement shall be deemed to be a disbursement of the proceeds of this Developer Note. The outstanding balance amount of this Developer Note shall be determined in accordance with the terms of the Redevelopment Agreement. Upon payment in full, the Maturity Date of this Developer Note or the termination of the Redevelopment Agreement, whichever occurs first, this Developer Note shall be deemed "Paid In Full" and shall be surrendered to the Village and cancelled.

The Village and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and

for all other purposes and neither the Village nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof of the Redevelopment Agreement.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Developer Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Developer Note, together with all other obligations of the Village, does not exceed or violate any constitutional or statutory limitation applicable to the Village.

Any term not otherwise defined herein shall have the meaning set forth in the Redevelopment Agreement.

This Developer Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

[The rest of this page intentionally left blank]

IN WITNESS WHEREOF, the Village of Willowbrook, DuPage County, Illinois, by its Corporate Authorities, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Developer Note to be signed by the duly authorized manual or facsimile signature of the Mayor and Village Clerk as of the issuance Date set forth above.

Mayor

(SEAL)

Attest:

Village Clerk

**CERTIFICATE
OF
AUTHENTICATION**

This Developer Note is described in the
within mentioned Ordinance and
is the \$_____ Developer Note
(Village of Willowbrook, Illinois Route 83/Plainfield
Road Business District)
Developer Note Series 20____ of the Village of Willowbrook,
DuPage County, Illinois.

Registrar and Paying Agent:
Director of Finance of the
Village of Willowbrook,
DuPage County, Illinois

Director of Finance

Date: _____

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto the within Note and does hereby irrevocably constitute and appoint attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Consented to as of: _____

Village of Willowbrook, DuPage County, Illinois

By: _____

Title: _____

EXHIBIT G

**Form of a Business District Project Cost
Requisition Certificate**

TO: VILLAGE OF WILLOWBROOK, ILLINOIS
FROM: ROUTE 83 AND PLAINFIELD ROAD, LLC AND JD REAL ESTATE
SUBJECT:

This represents the Requisition Certificate in the total amount of \$ _____ for payment of eligible business district costs of the Project.

The undersigned does certify that:

1. All of the expenditures for which reimbursement is requested hereby represent proper costs of the Project and have not been previously reimbursed by the Village.
2. All of the reimbursements herein requested from the Business District Fund have been used or are being used by the Developer for eligible business district project costs of the Project first incurred on or after _____.

[Rest of this page intentionally left blank]

3. Attached are true and accurate copies of contractor's sworn statements, paid invoices and accompanying lien waivers evidencing the payment of the amount set forth herein by the Developer.

Executed this _____ day of _____, _____.

ROUTE 83 & PLAINFIELD ROAD, LLC
a _____ limited liability company

By: 
Managing Member

Approved:

VILLAGE OF WILLOWBROOK

By: _____
Its: _____

Acknowledged:

as Village Financial Advisor

By: _____
Its: _____

EXHIBIT H
Disclosure Affidavit

State of Illinois)
) ss
County of _____)

THE DEVELOPER MUST SIGN THIS AFFIDAVIT.

I, _____, reside at _____ in the
City/Village of _____, County of _____, State of
Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the
following:

That I am over the age of eighteen and serve as the (choose one) _____
(i.e., owner, authorized member, corporate official or managing agent) of Route 83 and Plainfield
Road, LLC ("**Developer**").

That the Redevelopment Property in question has a common street address referred to as:
_____ in the Village of Willowbrook, County of DuPage, State of Illinois, and
with a Property Index Number(s) of _____ (hereinafter "**Redevelopment
Property**").

That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Redevelopment
Agreement 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 will obtain any interest, real or personal, in the Redevelopment
Property, and every shareholder who will be entitled to receive more than 7.5% of the total
distributable income of any corporation having any interest, real or personal, in the Redevelopment
Property after this transaction is consummated.

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

- (a) The owners or beneficiaries of the trust are _____; or
- (b) The shareholders with more than 7 1/2% interest are _____; or
- (c) The corporation is publicly traded and there is no readily known individual having greater
than a 7 1/2% interest in the corporation.

This instrument is made to induce the Village to enter into the ~~Redevelopment Agreement~~ and in
accordance with 50 ILCS 105/3.1.

Subscribed and Sworn to before me this _____

Affiant:

day of _____, 2018.

Notary Public

EXHIBIT I

Illinois Department of Transportation Highway Permit



Highway Permit

District Serial No. _____

Whereas, I (We) Village of Willowbrook _____
(Name of Applicant) 835 Midway Drive _____
(Mailing Address)

Willowbrook _____ IL _____
(City) (State) hereinafter termed the Applicant,

request permission and authority to do certain work herein described on the right-of-way of the State Highway
known as "Kingery Highway" IL Route 83 Section _____,
from Station 207+13.00 to Station 229+15.00
DuPage County. The work is described in detail on the attached plan or sketch and/or as follows:

Roadway Widening and Improvement on IL Route 83 and Plainfield Road (Includes Traffic Signal Work, Sidewalk Construction, Storm Sewer Improvements, and Driveway Access Improvements) - Refer to Civil Engineering Plans Prepared by Manhard Consulting LTD.

All work authorized by this permit shall be completed _____ after the date this permit is approved,
otherwise the permit becomes null and void.

This permit is subject to the conditions and restrictions printed on the reverse side of this sheet.

This permit is hereby accepted and its provisions agreed to this _____ day of _____,

Witness _____ Signed _____ Applicant _____

Mailing Address _____ 835 Midway Drive _____

Willowbrook _____ Mailing Address _____

City _____ IL _____ State _____

SIGN AND RETURN TO: Regional Engineer _____

Approved this _____ day of _____,

Department of Transportation

BY: _____
Regional Engineer

First: The Applicant represents and warrants that he/she is the party in interest respecting this Permit and that he/she is the agent in fact with authority to bind all parties in interest to the obligations and undertakings agreed to in this Permit. The Applicant represents and warrants that the property lines shown on the attached plan sheet(s) or sketch are true and correct, and that all proposed work is accurately depicted thereon.

Second: The proposed work shall be located and constructed to the satisfaction of the Regional Engineer or his/her duly authorized representative. No revisions or additions shall be made to the proposed work on the right-of-way without the written permission of the his/her authorized representative as a condition of granting this Permit. The Applicant agrees to furnish all labor, equipment and material, and do all work and pay all costs associated with the work authorized by this Permit. The Applicant agrees to restore any and all damaged portions of the highway right-of-way to the condition satisfactory to the Regional Engineer or his/her authorized representative including, but not limited to, all landscape restoration. The Applicant shall not trim, cut or in any way disturb any trees or shrubbery along the highway without the approval of the Regional Engineer or his/her duly authorized representative. Any and all documents, writings and notes reflecting or identifying the standards, specifications, understandings and conditions applicable to the performance of the permitted work required by the Regional Engineer or his/her authorized representative are hereby incorporated into this Permit by reference as though fully set forth herein.

Third: The Applicant shall at all times conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic. Traffic controls and work site protection shall be in accordance with the applicable requirements of Part 6 (Temporary Traffic Control) of the Illinois Manual on Uniform Traffic Control Devices and with the traffic control plan if one is required elsewhere in the permit. All signs, barricades, flaggers, etc., required for traffic control shall be furnished by the Applicant. The work may be done on any day except Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Work shall be done only during daylight hours.

Fourth: The work performed by the Applicant is for the bona fide purpose expressed and not for the purpose of, nor will it result in, the parking or servicing of vehicles on the highway right-of-way. Signs located on or overhanging the right-of-way shall be prohibited.

Fifth: The Applicant shall engage in only the proposed work approved herein, and subject to the hazards incident to such activities, and employees, contractors, subcontractors and consultants. The Applicant and all parties in interest shall save, defend, hold harmless and indemnify the State of Illinois and each of its officers, agents, employees, invitees and others associated with it from and against any and all of the performance of the work approved herein, including, but not limited to, any act, willful or intended, or negligence of the Applicant and any party in interest, its agents and employees, contractors, subcontractors and consultants whether at law, in equity or common law. In the event the Applicant or any party in interest fails, neglects, or refuses to comply with any provision of this indemnity, the State of Illinois may take any action necessary to protect itself from liability, including any action to pay, settle, compromise and procure the discharge thereof, expenses related thereto, including attorney's fees.

Sixth: The State reserves the right to make such changes, additions, repairs and relocations within its statutory limits to the facilities constructed under this permit or their appurtenances on the right-of-way as may at any time be considered necessary to permit the relocation, reconstruction, widening or maintaining of the highway and/or provide proper protection to life and property on or adjacent to the State right-of-way. However, in the event this permit is granted to construct, locate, operate and maintain utility facilities on the State right-of-way, the Applicant, upon written request by the Regional Engineer, shall perform such alterations or change of location of the facilities, without expense to the State, and should the Applicant fail to make satisfactory arrangements to comply with this request within a reasonable time, the State reserves the right to make such alterations or change of location or remove the work, and the Applicant agrees to pay for the cost incurred.

Seventh: This permit is effective only insofar as the Department has jurisdiction and does not presume to release the Applicant from compliance with the provisions of any existing statutes or local regulations relating to the construction of such work.

Eighth: The Construction of access driveways is subject to the regulations listed in the "Policy on Permits for Access Driveways to State Highways." If, in the future, the land use of property served by an access driveway described and constructed in accordance with this permit changes so as to require a higher driveway type as defined in that policy, the owner shall apply for a new permit and bear the costs of such revision as may be required to conform to the regulations listed in the policy. Utility installations shall be subject to the "Policy on the Accommodation of Utilities on Right-of-Way of the Illinois State Highway System."

Ninth: If the work covered by this permit includes construction of additional lanes, turn lanes, median cross-overs or traffic signals on, along or adjacent to a highway under Department jurisdiction, the permittee shall use only contractor(s) approved by the Department of Transportation for the performance of said work on the State highway. A contractor currently prequalified by the Department in the work rating governing the said work shall be approved. Prior to the commencement of the said work on the State highway, the applicant shall furnish the Regional Engineer a copy of the contractor's current Certificate of Eligibility, or, if the permittee proposes to use a contractor not currently prequalified by the Department, information satisfactory to the Department evidencing the contractor's qualification and ability to perform the said work. No work on the State highway shall be performed until the Department issues an approval of the proposed contractor.