

**FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT
FOR THE HOLLADAY NORTH DEVELOPMENT AND THE
HOLLADAY SOUTH DEVELOPMENT COMPRISING A PART OF THE
DOWNTOWN TIF DISTRICT OF THE VILLAGE OF LOMBARD, ILLINOIS**

This First Amendment to Redevelopment Agreement (the "First Amendment") is made and entered into as of the 6th day of February, 2020 by and between the Village of Lombard, Illinois, an Illinois non-home rule municipal corporation (the "Village") and Holladay Property Services Midwest, Inc., a Delaware corporation, licensed to do business in Illinois (the "Developer"). (The Village and the Developer are sometimes referred to herein collectively as the "Parties.")

WITNESSETH

WHEREAS, pursuant to Ordinance No. 7648, adopted April 18, 2019, the Village approved a "Redevelopment Agreement for the Holladay North Development and the Holladay South Development Comprising a Part of the Downtown TIF District of the Village of Lombard, Illinois," dated April 24, 2019, with the Developer, relative to the property legally described in Exhibit A-1 attached hereto and made part hereof (the "Redevelopment Agreement"); and

WHEREAS, the Village and the Developer desire to amend certain provisions of the Redevelopment Agreement relative to the parking in regard to the North Building Project (as defined in the Redevelopment Agreement), the parking and the building size in regard to the South Building Project (as defined in the Redevelopment Agreement), the Environment Investigation period and Extension Payments in relation thereto (as defined in the Redevelopment Agreement), and to make certain technical corrections; and

WHEREAS, in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, it is in the best interests of the Village and the Developer to enter into this First Amendment;

NOW, THEREFORE, in consideration of the foregoing, other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, and the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. That Section I.F.1. of the Redevelopment Agreement is hereby amended by revising the reference therein to "25 surface parking spaces," to read, "approximately 17 surface parking spaces."

2. That Section I.F.2. of the Redevelopment Agreement is hereby amended as follows:

A. The reference to "approximately 12,000 square feet in size," as contained therein, is revised to read, "approximately 10,332 square feet in size, if the Southeast corner of the building is notched to remove a triangular portion therefrom, of approximately 30 feet (East side) by 32 feet (South side) by 43.25 feet (Northwest side) in size, or approximately 10,800 square feet in size if the Southeast corner of the building is not so notched, based on tenant needs."

B. The reference to "45 surface parking spaces," as contained therein, is revised to read, "approximately 22 standard size parking spaces, 3 handicapped accessible parking spaces and 14 compact size parking spaces."

3. That Section V.B. of the Redevelopment Agreement is hereby amended by revising the last sentence thereof to read in its entirety as follows:

"The Developer shall have the right to request up to three (3) sixty (60) day Environmental Investigation period time extensions (at Developer's sole discretion) upon payment of Ten Thousand and No/100 Dollars (\$10,000.00) for each such extension (each an "Extension Payment" and collectively the "Extension Payments")."

4. That Section VIII.C.5. of the Redevelopment Agreement is hereby amended to revise the reference therein to “December 31, 2014” to read “December 31, 2024.”

5. That, in light of the revisions to the Redevelopment Agreement, as set forth in Section 1 and 2 above, Exhibit C-1 (Site Plan for the North Building Project), C-2 (Detailed Description of the North Building Project), D-1 (Site Plan for the South Building Project) and D-2 (Detailed Description of the South Building Project), are hereby amended to read as set forth on Exhibits C-1, C-2, D-1 and D-2, respectively, attached hereto and made part hereof.

6. That the wording above the signature line for the Village, as set forth in the Redevelopment Agreement, is hereby amended by revising the reference to “home rule” to read “non-home rule.”

7. That all portions of the Redevelopment Agreement, not amended hereby, shall remain in full force and effect.

8. This First Amendment shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same First Amendment.

9. The Parties agree to record this First Amendment with the DuPage County Recorder’s Office, with the Village and the Developer equally sharing the cost of the recording charges.

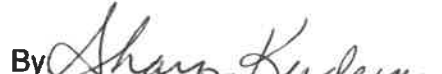
10. This First Amendment shall be deemed dated and become effective on the day on which this First Amendment is executed by the last of the signatories, as set forth below, with said date appearing on page 1 hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

VILLAGE OF LOMBARD,
an Illinois non-home rule municipal corporation

ATTEST:

By: 
Keith Giagnorio, Village President

By: 
Sharon Kuderna, Village Clerk

Date: February 6, 2020


Date: February 6, 2020

HOLLADAY PROPERTY SERVICES MIDWEST, INC.,
a Delaware corporation licensed to do business in Illinois

By: 
Name: Timothy E. Healy
Title: President / CEO

Date: 2/4/2020

ATTEST:

By: 
Name: Michael C. O'Connor
Title: VP Development / Leasing

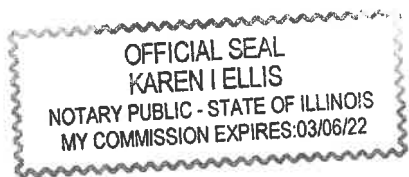
Date: 2/4/2020

ACKNOWLEDGMENT

State of Illinois)
) SS
County of DuPage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Keith Giagnorio and Sharon Kuderna, personally known to me to be the President and Village Clerk of the Village of Lombard, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Council of said Illinois corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 6th day of February, 2020.



Karen I. Ellis

Notary Public

ACKNOWLEDGMENT

State of Illinois)
) SS
County of DuPage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Timothy E. Healy and Michael C. O'Connor, personally known to me to be the President/CEO and VP-Development/Leasing of Holladay Property Services Midwest, Inc., and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President/CEO and VP-Development/Leasing they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the board of directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 4 day of February, 2020.

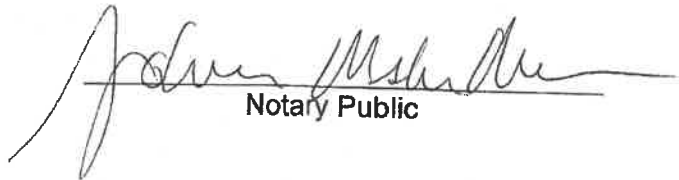

Notary Public



Exhibit A-1

**Legal Description of the
Property Covered by the Redevelopment Agreement**

NORTH PARCEL:

LOT 1 (EXCEPT THEREFROM THE WEST 10 FEET DEDICATED FOR MAIN STREET BY PLAT OF DEDICATION ATTACHED TO ORDINANCE RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-005718) IN BIG IDEA PRODUCTIONS RESUBDIVISION, BEING A RESUBDIVISION OF PART OF BLOCK 22 IN THE TOWN OF LOMBARD IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 1999 AS DOCUMENT R99-090133, IN DU PAGE COUNTY, ILLINOIS.

P.I.N.: 06-08-111-035.

Common Address: 101 South Main Street, Lombard, Illinois 60148.

SOUTH PARCEL:

LOT 1 (EXCEPT THEREFROM THE WEST 10 FEET DEDICATED FOR MAIN STREET BY PLAT OF DEDICATION ATTACHED TO ORDINANCE RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-005718) IN BRUST'S RESUBDIVISION, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1999 AS DOCUMENT R99-010668, IN DU PAGE COUNTY, ILLINOIS.

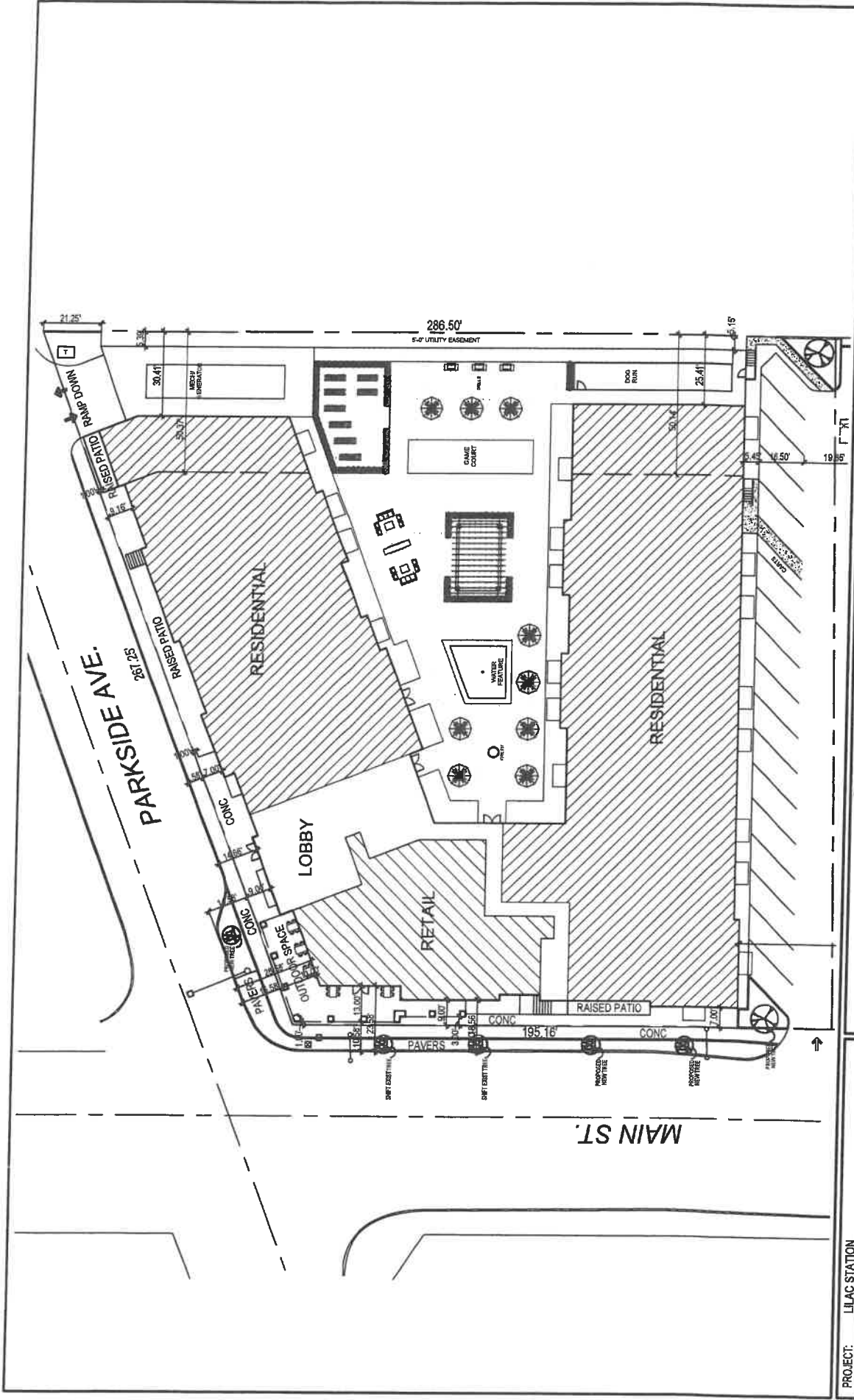
P.I.N.: 06-08-111-036.

Common Address: 109 South Main Street, Lombard, Illinois 60148.

Exhibit C-1

**Site Plan for
the North Building Project**

(attached)



REFERENCE SHEET NO.:

EXHIBIT C-1



TANDEM
ARCHITECTURE
HOLLADAY PROPERTIES
Building Solutions Since 1982

NOTE: DRAWING CONTENTS REPRESENTS AS SHOWN ONLY. VERIFY ALL DIMENSIONS IN FIELD.

PROJECT:	LILAC STATION
TITLE:	SITE PLAN - PARCEL 1
DATE:	2019.12.20
SCALE:	1/32" = 1'-0"

Exhibit C-2

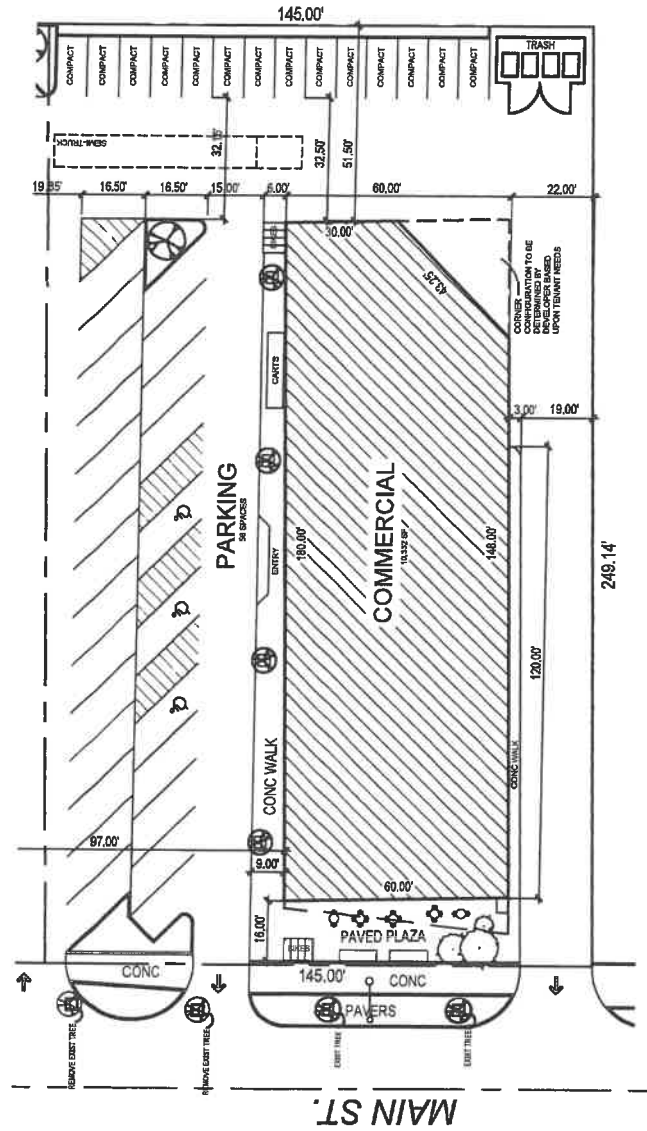
Detailed Description of the North Building Project

- No more than one hundred twenty (120) units of market rate luxury residential apartment units.
- Three (3) levels of residential space above enclosed parking structure.
- Lobby and not less than three thousand (3,000) square feet and up to four thousand (4,000) square feet of commercial/restaurant space located at the northwest corner of the building.
- Enclosed parking garage to include one and two-tenths (1.2) parking spaces per dwelling unit.
- Seventeen (17) surface parking spaces to be located on the south side of the North Building.

Exhibit D-1

**Site Plan for
the South Building Project**

(attached)



PROJECT: LILAC STATION
 TITLE: SITE PLAN - PARCEL 2
 DATE: 2019.12.20
 SCALE: 1/32" = 1'-0"

NOTE: DRAWING CONTENTS
 REPRESENT DESIGN INTENT ONLY.
 VERIFY ALL DIMENSIONS IN FIELD.

T E I
TANDEM
 ARCHITECTURE
 HOLLADAY PROPERTIES
 Building Solutions Since 1980

REFERENCE SHEET NO.:

EXHIBIT D-1

Exhibit D-2

Detailed Description of the South Building Project

- Single story retail building intended to be leased to community grocery store operator, with the building size to be approximately between ten thousand three hundred thirty-two (10,332) and ten thousand eight hundred (10,800) square feet of gross floor area.
- Surface parking lot with twenty-two (22) standard parking spaces, fourteen (14) compact parking spaces and three (3) handicap accessible parking spaces.
- A vehicle drive aisle to be located on the south side of the South Building, with access to Main Street.
- Public plaza area to the west of the retail building along Main Street, including landscape, hardscape and seating area.