

**ECONOMIC INCENTIVE AGREEMENT
FOR THE HOFFMANN DEVELOPMENT
COMPRISING A PART OF THE BUTTERFIELD-YORKTOWN TIF DISTRICT AND
A PART OF THE BUTTERFIELD ROAD/YORKTOWN BUSINESS DISTRICT NO. 2
OF THE VILLAGE OF LOMBARD, ILLINOIS**

This Economic Incentive Agreement (the "Agreement") is made and entered into as of the 15th day of April, 2021 (the "Effective Date") by and between the Village of Lombard, Illinois, an Illinois non-home rule municipal corporation (the "Village"), and Hoffmann 600 Lombard LLC, an Illinois limited liability company (the "Developer"). The Village and the Developer are sometimes referred to herein individually as a "Party", and collectively as the "Parties."

WITNESSETH:

IN CONSIDERATION of the following preliminary statements, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

I. PRELIMINARY STATEMENTS

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

- A. The Village is a non-home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.
- C. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "TIF Act") and the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, *et seq.*, as amended (the "Business District Law"), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act and Business District Law, and is authorized under the provisions of the Illinois Municipal Code, including, but not limited to, 65 ILCS 5/8-1-2.5 (the "Economic Development

Statute”), to appropriate and expend funds for economic development purposes that are deemed necessary or desirable for the promotion of economic development within the Village.

- D. Pursuant to Ordinance Numbers 7437, 7438 and 7439, adopted November 2, 2017, as amended by Ordinance Number 7451, adopted December 7, 2017, Ordinance Number 7705, adopted September 5, 2019, Ordinance Number 7758, adopted December 5, 2019, and Ordinance Numbers 7864, 7865 and 7866, adopted October 15, 2020, the Village approved a tax increment redevelopment plan and project (the “TIF Plan”), designated the tax increment redevelopment project area (the “Redevelopment Project Area”), and adopted tax increment financing relative to the Village’s Butterfield-Yorktown tax increment financing district (the “TIF District”) pursuant to the TIF Act, with said TIF District being legally described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2 attached hereto and made part hereof, respectively.
- E. Pursuant to Ordinance Number 7689, adopted July 18, 2019, and Ordinance Number 7702, adopted August 15, 2019, as amended by Ordinance Number 7757, adopted December 5, 2019, and Ordinance Number 7767, adopted January 9, 2020, the Village approved, and amended, a business district plan (the “Business District Plan”) and designated, and amended the boundaries of, a business district relative to the Village’s Butterfield Road/Yorktown Business District No. 2 (the “Business District”), and, pursuant to Ordinance Number 7703, adopted August 15, 2019, and Ordinance Number 7713, adopted September 19, 2019, imposed a one percent (1%) business district retailers’ occupation tax and a one percent (1%) business district service occupation tax (collectively the “BD Sales Taxes”) within the Business District, pursuant to the Business District Law, with said Business District being legally described and depicted as set forth in EXHIBIT B-1 and EXHIBIT B-2 attached hereto and made a part hereof, respectively.
- F. There is a twenty-seven and 55/100 (27.55) acre parcel of real property located within the TIF District and Business District, as legally described on EXHIBIT C, attached hereto and made a part hereof (the “Property”).
- G. The Developer is the contract purchaser of the Property and desires to acquire ownership of the Property and redevelop it with a project consisting of a Golf Social location, a full-service sit down restaurant (e.g. Moretti’s Italian restaurant), a fuel center, related ancillary retail and service commercial uses, potentially up to four hundred (400) future multiple-family dwelling units, and a connection road between Butterfield Road and 22nd Street, all as depicted on the site plan attached hereto as EXHIBIT D-1, and made part hereof, and as described in further detail in EXHIBIT D-2, attached hereto and made part hereof (collectively the “Project”).

- H. The projected cost of the Project, inclusive of property acquisition costs, is estimated to be approximately One Hundred Fifty-Nine Million and No/100 Dollars (\$159,000,000.00), as more fully set forth in EXHIBIT E attached hereto and made part hereof.
- I. On January 21, 2021, the Corporate Authorities (as defined in Section II.F. below) adopted the following Ordinances regarding the Project:
1. Ordinance Number 7903, entitled "An Ordinance Amending Ordinance No. 6947, adopted May 15, 2014, Amending the Comprehensive Plan for the Village of Lombard, Illinois," which amended the Comprehensive Plan for the Property, designating the Property with Mixed-Use Commercial and Office land uses;
 2. Ordinance Number 7904, entitled "An Ordinance Approving a Map Amendment (Rezoning) to the Lombard Zoning Ordinance, Title XV, Chapter 155 of the Lombard, Village Code," which rezoned the Property from the O Office Zoning District to the B3 Community Shopping District;
 3. Ordinance Number 7905, entitled "An Ordinance approving a Text Amendment to Title XV, Chapter 155, Section 155.415(C) of the Lombard Village Code," which amended the Lombard Zoning Ordinance to establish "Golf Driving Range and ancillary retail uses" as defined land uses, and a conditional use, within the B3 Community Shopping District;
 4. Ordinance Number 7906, entitled "An Ordinance Repealing in Their Entirety Ordinance Nos. 4362, 4691, and 6060 Which Established the Northern Baptist Theological Seminary Planned Development, Located at 600-690 E. Butterfield Road, Lombard, Illinois;"
 5. Ordinance Number 7907, entitled "An Ordinance approving a Preliminary Plat of Resubdivision for the Property at 600-690 E. Butterfield Road, Lombard, Illinois," which approved a Preliminary Plat of Subdivision for the Property;
 6. Ordinance Number 7908, entitled "An Ordinance Granting a Conditional Use for a Planned Development with Associated Zoning, Subdivision And Signage Relief Within the B3 Community Shopping District," which established a new Planned Development for the Property with associated zoning, subdivision, and signage relief;

7. Ordinance Number 7909, entitled "An Ordinance Granting Zoning and Signage Relief for the Proposed Lot 1 of the Hoffmann Group Planned Development within the B3 Community Shopping District," which granted zoning and signage relief for Lot 1 of the Property;
8. Ordinance Number 7910, entitled "An Ordinance Granting Zoning and Signage Relief for Proposed Lots 2 and 3 of the Hoffmann Group Planned Development within the B3 Community Shopping District," which granted zoning and signage relief for Lot 2 and Lot 3 of the Property;
9. Ordinance Number 7911, entitled "An Ordinance Granting Planned Development Amendments and Zoning and Signage Relief for the Lombard Public Facilities Corporation (LPFC)/Westin/Harry Caray's Property at 70 Yorktown Shopping Center within the B3 Community Shopping District," which amended the Planned Development previously approved in Ordinance Numbers 3962, 4310, 5396, 5397, and 6059 for the Lombard Public Facilities Corporation (LPFC)/Westin/Harry Caray's property at 70 Yorktown Shopping Center; and
10. Ordinance Number 7912, entitled "An Ordinance Granting Planned Development Amendments and Zoning and Signage Relief for the Target property at 60 Yorktown Shopping Center within the B3 Community Shopping District," which amended the Planned Development previously approved through Ordinance Numbers 3692, 4039, and 5741 for Target at 60 Yorktown Shopping Center.

The Ordinances set forth in this Section I.I. are collectively the "Development Approvals."

- J. Pursuant to 65 ILCS 5/8-11-20 (the "Rebate Statute"), the Village finds, and the Developer represents and warrants to the Village, as follows:
 1. The vacant portions of the Property have remained vacant for at least one (1) year, and the buildings on the Property have remained less than significantly occupied and underutilized for a period of at least one (1) year;
 2. The Project is expected to create job opportunities within the Village;
 3. The Project will serve to further the development of adjacent areas;
 4. Without this Agreement, the Project would not be possible;

5. The Developer has provided, or will provide prior to proceeding with the Project, proof that Developer meets high standards of creditworthiness and financial strength by one of the following: (i) a letter from a financial institution with assets of \$10,000,000 or more attesting to the financial strength of the Developer; or (ii) specific evidence of equity financing for not less than ten percent (10%) of the total Project cost;
 6. The Project will strengthen the commercial sector of the Village;
 7. The Project will enhance the tax base of the Village; and
 8. This Agreement is made in the best interests of the Village.
- K. Developer has been unable and unwilling to undertake the redevelopment of the Property with the Project, but for certain tax increment financing ("TIF") incentives and other contingent assistance to be provided by the Village in accordance with the TIF Act, the Business Development Law, the Economic Development Statute and the Rebate Statute, which the Village indicated it was willing to provide, under the terms and conditions contained herein. The Parties acknowledge and agree that, but for the TIF incentives and other financial assistance to be provided by the Village, Developer cannot successfully and economically redevelop the Property with the Project. The Village has determined that it is desirable and in the Village's best interests to assist Developer, relative to the Project, in the manner set forth herein and as this Agreement may be supplemented and amended from time to time.
- L. It is necessary for the successful completion of the Project that the Village enter into this Agreement with Developer to provide for the redevelopment of the Property, thereby implementing the TIF Plan and the Business District Plan.
- M. The Village, in order to stimulate and induce redevelopment of the Property with the Project, has agreed to finance certain TIF and Business District eligible redevelopment project costs in accordance with the terms and provisions of the TIF Act, the Business District Law and this Agreement.
- N. This Agreement has been submitted to the Corporate Authorities of the Village (as defined in Section II.F. below) for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this

Agreement have been undertaken and performed in the manner required by law.

- O. This Agreement has been submitted to the manager of the Developer for consideration and review, the Developer's manager has taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all actions of the Developer's manager precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.
- P. The Village is desirous of having the TIF District and the Business District rehabilitated, developed and redeveloped in accordance with the TIF Plan and the Business District Plan, and particularly the Project as a part thereof, in order to serve the needs of the Village, arrest physical decay and decline in the TIF District and the Business District, increase employment opportunities, stimulate commercial growth and economic development, and stabilize the tax base of the Village and, in furtherance thereof, the Village is willing to undertake certain incentives, under the terms and conditions hereinafter set forth, to assist such development.

II. DEFINITIONS

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, and as follows:

- A. **"Amusement Taxes"** means that portion of the taxes received by the Village during the Incentive Term pursuant to the tax on amusements as provided for in Section 98.114 of the Village Code, as amended from time to time, at the rate of general applicability set forth therein.
- B. **"Available Taxes"** means Developer Amusement Taxes, Developer Business District Taxes (provided the Property is not removed from the Business District pursuant to Section VI.A.5. below), Developer Incremental Property Taxes, Developer Places For Eating Taxes, and Developer Sales Taxes.
- C. **"Business District Ordinances"** means those Ordinances referenced in Section I.E. above.
- D. **"Business District Taxes"** means those BD Sales Taxes generated pursuant to, and in accordance with, the Business District Law and the Business District Ordinances, as amended from time to time, which are distributed to and received by the Village from the State, net of any prompt payment discount, during the Incentive Term, at the tax rate in effect as of

January 1, 2024, or such rate as may be imposed during the Incentive Term.

- E. **“Change in Law”** means the occurrence, after the Effective Date, of an event described below in this definition, provided such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon:

Change in Law means any of the following: (1) the enactment, adoption, promulgation or modification of any federal, State or local law, ordinance, code, rule or regulation (other than by the Village or with respect to those made by the Village, only if they violate the terms of this Agreement), including executive orders and/or rules, regulations, and guidance of agencies of the State of Illinois or the United States of America; (2) the order or judgment of any federal or State court, administrative agency or other governmental body (other than the Village); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village, or, with respect to those made by the Village, only if they violate the terms of this Agreement);. Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the Village, except as provided herein).

- F. **“Corporate Authorities”** means the President and Board of Trustees of the Village of Lombard, Illinois.
- G. **“Day”** means a calendar day.
- H. **“Developer Amusement Tax Allocation”** shall be fifty percent (50%).
- I. **“Developer Amusement Taxes”** shall be: (i) those Amusement Taxes generated by businesses operating on the Property which are received by the Village during the Incentive Term; multiplied by (ii) the Developer Amusement Tax Allocation.
- J. **“Developer Business District Tax Allocation”** shall be seventy-five percent (75%).
- K. **“Developer Business District Taxes”** shall be: (i) those Business District Taxes generated by businesses operating on the Property which are

distributed to and received by the Village from the State during the Incentive Term; multiplied by (ii) the Developer Business District Sales Tax Allocation.

- L. **“Developer Incremental Property Tax Allocation”** shall be seventy-five percent (75%).
- M. **“Developer Incremental Property Taxes”** shall be: (i) those Incremental Property Taxes which are received by the Village from the DuPage County Clerk’s Office during the Incentive Term; multiplied by (ii) the Developer Incremental Property Tax Allocation.
- N. **“Developer Places For Eating Tax Allocation”** shall be fifty percent (50%).
- O. **“Developer Places For Eating Taxes”** shall be: (i) those Places For Eating Taxes generated by businesses operating on the Property which are received by the Village during the Incentive Term; multiplied by (ii) the Developer Places For Eating Tax Allocation.
- P. **“Developer Sales Tax Allocation”** shall be seventy-five percent (75%).
- Q. **“Developer Sales Taxes”** shall be: (i) those State Sales Taxes generated by businesses operating on the Property, which are distributed to and received by the Village from the State during the Incentive Term; multiplied by (ii) the Developer Sales Tax Allocation. “Developer Sales Taxes” shall not include any Non-Home Rule Sales Taxes received by the Village.
- R. **“Effective Date”** means the day on which this Agreement is executed by the last of the signatories, as set forth below, with said date appearing on page 1 hereof.
- S. **“Eligible Redevelopment Costs”** means the costs of the Project, eligible to be reimbursed, in part, from Available Taxes by the Village, as provided in this Agreement, which qualify as both “redevelopment project costs” under both Section 3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), and “business district project costs” under Section 5 of the Business District Law, 65 ILCS 5/11-74.3-5. Estimated Eligible Redevelopment Costs for the Project are set forth in EXHIBIT F attached hereto and made a part hereof.
- T. **“Incentive Account”** means the special account maintained by the Village relative to the tracking of and accounting for the Available Taxes, which Available Taxes shall be credited to the balance of the Incentive Account only during the Incentive Term.

- U. **“Incentive Principal Amount”** means those costs of the Developer incurred on the Project that qualify as Eligible Redevelopment Costs, but in no event in an amount greater than Twenty-Seven Million Five Hundred Thousand and No/100 Dollars (\$27,500,000.00).
- V. **“Incentive Term”** means the period of time commencing January 1, 2024, and ending on December 31, 2039, if the Property is not removed from the Business District, or December 31, 2041, if the Property is removed from the Business District.
- W. **“Incremental Property Taxes”** means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon the Property, which taxes are actually collected and which are attributable to the increase in the equalized assessed valuation (“EAV”) of the Property over and above the EAV of the Property at the time of the formation of the TIF District, all as determined by the County Clerk of the County of DuPage, Illinois, pursuant to and in accordance with the TIF Act, the TIF Ordinances and this Agreement, and which have been received by the Village on and after the Effective Date, after the payment, if any, of the new student reimbursements to the elementary and high school districts impacted by the TIF District, as provided for in 65 ILCS 5/11-74.4-3(q)(7.5) and after the payment, if any, of the new patrons reimbursement to the library district impacted by the TIF District, as provided for in 65 ILCS 5/11-74.4-3(q)(7.7).
- X. **“Non-Home Rule Sales Taxes”** means those taxes received by the Village pursuant to the Non-Home Rule Municipal Retailers’ Occupation Tax Act (65 ILCS 5/8-11-1.3), as amended, and the Non-Home Rule Municipal Service Occupation Tax Act (65 ILCS 5/8-11-1.4), as amended, or any taxes received by the Village as a replacement for the taxes currently received pursuant to the Non-Home Rule Municipal Retailers’ Occupation Tax Act or the Non-Home Rule Municipal Service Occupation Tax Act.
- Y. **“Party / Parties”** means the Village and/or the Developer, individually/collectively, and their respective successors and/or assigns as permitted herein, as the context requires.
- Z. **“Person”** means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.
- AA. **“Places For Eating Taxes”** means that portion of the taxes received by the Village during the Incentive Term pursuant to the tax on places for

eating as provided for in Section 98.111 of the Village Code, as amended from time to time, at the rate of general applicability set forth therein.

- BB. **“State”** means the State of Illinois and/or its departments, agencies, or officials.
- CC. **“State Sales Taxes”** means those taxes which are distributed to and received by the Village from the State during the Incentive Term pursuant to the Retailers’ Occupation Tax Act, 35 ILCS 120/1, *et seq.*, as amended, and the Service Occupation Tax Act, 35 ILCS 115/1, *et seq.*, as amended, or any taxes received by the Village as a replacement for the taxes currently received pursuant to the Retailers’ Occupation Tax Act or the Service Occupation Tax Act.
- DD. **“TIF Ordinances”** means those Ordinances referenced in Section I.D. above.
- EE. **“Uncontrollable Circumstance”** means any event which:
1. is beyond the reasonable control of and without the fault of the Party relying thereon; and
 2. is one or more of the following events:
 - a. a Change in Law;
 - b. insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
 - c. epidemic, pandemic (including the outbreak of disease) hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;
 - d. governmental condemnation or taking other than by the Village;
 - e. strikes or labor disputes, or work stoppages not initiated by the Developer or the Village;
 - f. unreasonable delay in the issuance of building or other permits or approvals by the Village or other governmental authorities having jurisdiction other than the Village including but not limited to IDOT and/or IEPA;
 - g. shortage or unavailability of materials to the extent it materially affects the ability of the Party relying thereon to carry out its obligations under this Agreement;
 - h. unknown or unforeseeable geo-technical or environmental conditions;
 - i. major environmental disturbances;

- j. vandalism; or
- k. terrorist acts.

Uncontrollable Circumstance shall not include: economic hardship; unavailability of materials (except as described in Section II.FF.2.g. above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

For each day that the Village or the Developer is delayed in its performance under this Agreement by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day without penalty or damages to either Party.

FF. **"Village Code"** means the Village of Lombard Village Code, as amended.

III. CONSTRUCTION OF TERMS

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- A. Definitions include both singular and plural.
- B. Pronouns include both singular and plural and cover all genders.
- C. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation".
- D. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, this Agreement shall control.
- F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.

- G. The Village Manager, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. The Developer is entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the Village as having been properly and legally given by the Village.
- H. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Developer in a different manner Developer hereby designates Fred R. Hoffmann as its authorized representatives who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Developer and with the effect of binding the Developer in that connection (such individual being designated as an "Authorized Developer Representative"). The Developer shall have the right to change its Authorized Developer Representative by providing the Village with written notice of such change from both authorized representatives which notice shall be sent in accordance with Section XIX.B. of this Agreement.

IV. COOPERATION OF THE PARTIES

The Village and the Developer agree to cooperate in implementing the Project in accordance with the Parties' respective obligations set forth in this Agreement, and specific approvals by the Village in the future, relative to the development of the Property and the Project, including zoning applications relative thereto, and Village-issued permits and approvals relative thereto.

V. DEVELOPMENT OF THE PROPERTY

The Developer shall, subject to Uncontrollable Circumstances, diligently:

- A. Prepare and submit final architectural and engineering plans for the Project, to the Village.
- B. Submit application for all necessary permits and approvals from all governmental agencies having jurisdiction over the Project, as may be necessary to commence construction of the Project, and submit building permit applications therefor, to the Village.

- C. Start construction for the Project after receipt of a building permit for the Project, by the Village, and develop the Project in conformity with the Development Approvals.
- D. Complete construction of the Project, with completion being defined as the issuance by the Village of conditional or final certificates of occupancy and zoning certificates for all aspects of the Project.

VI. UNDERTAKINGS ON THE PART OF THE VILLAGE

A. Village Cooperation:

1. The Village agrees to cooperate with Developer in Developer's attempts to obtain all necessary approvals, licenses and/or permits from any governmental or quasi-governmental entity other than the Village and, upon request of Developer, will promptly execute any applications or other documents (upon their approval by the Village) which Developer intends to file with such other governmental agencies, quasi-governmental agencies and/or utility companies in regard to the Project.
2. The Village shall further promptly respond to, and/or process, and consider reasonable requests of Developer for applicable building approvals and/or permits, driveway permits, drive-thru permits, conditional use permits (if and to the extent applicable), curb cut permits, or other approvals, permits and/or licenses necessary for the construction of the Project. The Village shall respond to each request for approvals, permits, licenses and certificates no later than seventy-five (75) days of the submission of an application therefor. If the Village does not approve such application and issue such approval, permit, license, or certificate in such period, it shall within such seventy-five (75) day period provide Developer with detailed written instructions on the insufficiencies or errors in such application and why such approval, permit license, or certificate was not approved or issued. The failure of the Village to either approve or deliver such detailed written instructions within such seventy-five (75) day period shall constitute an Uncontrollable Circumstance for all purposes under this Agreement. The foregoing shall apply to any supplementary, subsequent or amended permit application, request for certificate of occupancy or submittals by Developer.
3. Approval of any building approvals and/or permit applications and/or engineering plans and/or operating licenses (including liquor licenses, subject to the applicant therefor being qualified to receive same under both State law and the Village's ordinances, and the

Village having an available liquor license in the liquor license category requested) shall be contingent on the Developer providing all required and requested documentation including, but not limited to, building plans required to substantiate that said improvements fully conform with all applicable State statutes and also all Village ordinances and codes, as well as receipt of all required building approvals from any federal, state, regional or county agencies having applicable jurisdiction.

4. The Village acknowledges that the Project will include a full-service sit down restaurant and other uses that, to offer the complete services necessary to maximize the economic viability thereof, may require liquor licenses. The Village confirms that, as a matter of principle and overall planning, it does not object to one or more establishments on the Property obtaining liquor licenses, as permitted by the Village Code. In this regard, the Village agrees that, upon application by Developer, it will consider creating a new class(es) of liquor license(s), or authorizing an additional liquor license in one or more existing classes, provided that Developer otherwise would qualify for a liquor license(s). Such liquor license application(s) shall be processed by the Village in conformance with its established procedures, applicable law and good planning standards; however, any such creation of new class(es) of liquor license(s) or authorization of an additional liquor license in one or more existing classes shall be subject to the sole and absolute discretion of the Corporate Authorities and the Local Liquor Control Commissioner.

5. The Village acknowledges that the Developer has requested that the Village remove the Property from the Business District. In this regard, the Developer acknowledges that, if the Property is removed from the Business District, no Developer Business District Taxes will be generated by the Property thereafter, and, as such, Available Taxes, as defined in Section II.B. above, will, as of the removal of the Property from the Business District, no longer include Developer Business District Taxes as part thereof. Based on the foregoing, as the Village is not opposed to considering the removal of the Property from the Business District, the Village agrees to authorize its consultant, relative to the Business District, to review whether the Property can be removed from the Business District, by the Village, without negatively impacting the "blighted area" finding that was previously made by the Village in regard to the Business District, pursuant to the Business District Law, so as to allow the BD Sales Taxes to continue to be imposed in the remainder of the Business District. Notwithstanding the foregoing, any removal of the Property from the Business District, by the

Village, shall be subject to the sole and absolute discretion of the Corporate Authorities of the Village. In the event that the Village does remove the Property from the Business District, the term Available Taxes, as defined in Section II.B. above, shall, as of the removal of the Property from the Business District, no longer include Developer Business District Taxes, as no Developer Business District Taxes will be generated, by businesses operating on the Property, upon the removal of the Property from the Business District, and any other provisions of this Agreement, relative to Developer Business District Taxes, shall no longer be in effect thereafter.

B. Rebate Conditions, Process and Payments.

1. Developer shall submit to the Village's Finance Director requests (each a "Requisition") for the Village to certify Eligible Redevelopment Costs incurred through the Requisition date during the construction of the Project until such time as the Developer indicates it is submitting its final Requisition or the total amount of Eligible Redevelopment Costs certified by the Village meets the maximum Incentive Principal Amount authorized under this Agreement. The Developer shall be authorized to submit a Requisition after: (a) it closes on the purchase of the Property, (b) demolition of structures on the Property to be demolished; (c) installation of utilities and completion of mass grading; and, (d) completion of construction on each lot to be developed as a part of the Project. Each Requisition shall be made under oath executed by a duly authorized officer of Developer setting forth: (e) a statement identifying the total amount of expenditures requested to be certified as an Eligible Redevelopment Costs; (f) a statement that the expenditures represent costs actually incurred by the Developer on or in pursuit of the Project; (g) a statement that the Developer has approved all work and materials relating to such expenditures; and (h) a statement that the supporting exhibits are accurate, true, complete and do not omit information that would render the same misleading. Each Requisition shall include supporting documentation for each expenditure to be certified as a Eligible Redevelopment Costs such as: (i) obligating document (i.e., contract, invoice, etc.); and, (j) proof of payment (i.e., cancelled check, receipt, etc.). All documentation shall demonstrate that the costs constitute bona fide expenditures actually made and incurred by Developer in connection with the Project.
2. The Village shall review all expenditures and documents submitted by Developer and have the same certified or denied in whole or in part within forty-five (45) days after submission of all required

documents; provided, however, that any denial of a Requisition by the Village shall be in writing and shall state with specificity the reasons for such denial, which shall be commercially reasonable in all cases, and thereafter Developer shall have the right to resubmit the Requisition to address any deficiencies identified in the Village's denial notice, and the Village shall reasonably consider such resubmission. Such Requisition shall be certified by the Village if the documentation is in accordance with the provisions of this Agreement. In the event that the Village fails to certify or deny a Requisition within forty-five (45) days after submission of all requested documents, the request shall be deemed certified. Notwithstanding the above, nothing herein shall constitute or cause the certification of Requisitions or portions thereof that do not otherwise constitute Eligible Redevelopment Costs, whether by waiver or otherwise.

3. After January 1, 2024, but not later than January 15, 2024, (the "Issuance Window"), the Village shall issue to the Developer up to two (2) promissory notes (one taxable and, if the requirements under the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder, for exclusion of the interest on the promissory note from the gross income of the holders thereof for federal income taxes purposes are met, one tax-exempt – each a "Developer Note", and collectively the "Developer Notes") in an amount equaling, in the cumulative, the total amount of Eligible Redevelopment Costs certified by the Village to date. If there is a way to allocate Eligible Redevelopment Costs, that is consistent with the Code and the regulations promulgated thereunder, to allow for the issuance of a tax-exempt Developer Note in addition to a taxable Developer Note, the Village will endeavor, in good faith, to issue said tax-exempt Developer Note, subject to the approval of a nationally-recognized bond counsel, and two (2) Developer Notes (one taxable and one tax-exempt) shall be issued during the Issuance Window. If there is a way to allocate Eligible Redevelopment Costs, that is consistent with the Code and the regulations promulgated thereunder, to allow for the issuance of only a tax exempt Developer Note, the Village will endeavor, in good faith, to issue said tax-exempt Developer Note, subject to the approval of a nationally-recognized bond counsel, and only one (1) tax exempt Developer Note shall be issued during the Issuance Window. In the event that a tax-exempt Developer Note cannot be issued, as determined by a nationally-recognized bond counsel, only one (1) taxable Developer Note shall be issued during the Issuance Window. The Village shall not be obligated to issue any Developer Notes prior to the Issuance Window, irrespective of whether Eligible Redevelopment Costs have been

submitted and/or certified prior thereto. Said Developer Notes shall be issued in a form that is consistent with the terms of this Agreement, is transferrable, is acceptable to both the Village and the Developer, and is acceptable to the nationally-recognized bond counsel selected by the Village, subject to the Developer's reasonable consent, that will be issuing the opinion(s) relative to said Developer Notes. All costs associated with said nationally-recognized bond counsel, relative to the issuance of any Developer Notes under this Agreement, shall be paid solely by the Developer

4. In the event the total principal amount of the Developer Notes issued during the Issuance Window does not equal the maximum Incentive Principal Amount authorized under this Agreement, the Village shall issue such additional Developer Notes no later than sixty (60) days following each certification of Eligible Redevelopment Costs thereafter until the Developer indicates it is submitting its final Requisition or the total amount of Eligible Redevelopment Costs certified by the Village, and included within the principal amount of all such Developer Notes as originally issued, meets the maximum Incentive Principal Amount authorized under this Agreement. Such additional Developer Notes shall be issued on a taxable basis only.
5. Principal on each Developer Note (whether taxable or tax-exempt) shall bear interest at a fixed rate equal to six percent (6%). Interest on the Developer Notes shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Each Developer Note shall be identified by the number of issuance (e.g., "Developer Note, [Tax-Exempt] Taxable No. 1"). The maturity date for each Developer Note shall correspond to the end of the Incentive Term. Principal and interest on each Developer Note shall be payable on the last day of each February, July and October, during the Incentive Term, and on December 31, 2039, if the Property is not removed from the Business District, or on December 31, 2041, if the Property is removed from the Business District (each a "Payment Date", and collectively the "Payment Dates"), but only from Available Taxes, unless the Village, in its sole and absolute discretion, decides to use Other Source Funds (as defined in Section VI.B.9. below).
6. Interest on each Developer Note shall be calculated from the preceding Payment Date, or, if none, the issuance date of said Developer Note to the current Payment Date (the "Current Interest"). Available Taxes shall be allocated first to the payment of Current Interest, then to the payment of any interest not previously paid on a Payment Date (the "Deferred Accrued Interest"), and then

to the payment of the then principal amount of the Developer Note (the "Current Principal"). The payment of Current Principal on any Payment Date prior to the maturity date of the Developer Note, as set forth in the preceding sentence, shall constitute an optional redemption of Current Principal of the Developer Note of the amount so paid, and any reference in this Agreement to the payment of Current Principal of the Developer Note prior to the maturity date of the Developer Note shall be deemed to refer to such an optional redemption of the Developer Notes. To the extent that Current Interest is not paid on any Payment Date, such amount shall be designated as Deferred Accrued Interest and added to any Deferred Accrued Interest from all prior Payment Dates. No interest shall accrue against the amount of any Deferred Accrued Interest. The Parties recognize that, to the extent interest on a tax-exempt Developer Note does not accrue on any Deferred Accrued Interest at the rate of interest on the Developer Note, to allow such instrument to maintain a constant yield, the Developer Note may be considered a contingent payment debt instrument, and, as a result, all or a portion of the interest on the tax-exempt Developer Note may not be excluded from the gross income of the holder thereof for federal income tax purposes.

7. Except when necessary to distinguish between Available Taxes securing a Developer Note for taxable or tax-exempt purposes, all payments of Current Interest, Deferred Accrued Interest and Current Principal shall be made on each Developer Note in order of issuance, with Current Interest on all Developer Notes being paid first, Deferred Accrued Interest on all Developer Notes being paid second, and Current Principal on all Developer Notes being paid last. No payments of Current Interest shall be made upon the second Developer Note (and any subsequent Developer Notes) until all Current Interest has been paid on the first issued Developer Note. No payments of Deferred Accrued Interest shall be made upon the second Developer Note (and any subsequent Developer Notes) until all Current Interest has been paid on all Developer Notes and Deferred Accrued Interest has been paid on the first issued Developer Note. No payments of Current Principal shall be made upon the second Developer Note (and any subsequent Developer Notes) until all Current Interest and Deferred Accrued Interest has been paid on all Developer Notes and Current Principal has been paid on the first issued Developer Note.
8. Current Principal on each Developer Note shall be subject to mandatory prepayment on any Payment Date, in whole or in part without premium or penalty, provided that the Current Interest and the then Deferred Accrued Interest are first paid in full at such time,

and there are Available Taxes in the Incentive Account to make said payment of Current Principal, or the Village, in its sole and absolute discretion, chooses to use Other Source Funds (as defined in Section VI.B.9. below) to make said payment of Current Principal.

9. Commencing on and through the Incentive Term, the Village shall deposit Available Taxes into the [Taxable] [Tax-Exempt] Incentive Account not later than thirty (30) days after receipt and verification, as the case may be. The Developer shall have priority to all Available Taxes to be deposited into and on deposit in the Incentive Account and, under no circumstances shall the Village, during the term of this Agreement, or while any Developer Note remains outstanding, terminate, repeal, pledge, subordinate, or otherwise reduce Available Taxes within said account. Notwithstanding the above, the Village, in its sole and absolute discretion, may pay Current Principal, Current Interest and Deferred Accrued Interest on a Developer Note from funds other than the Available Taxes on deposit in the Incentive Account (the "Other Source Funds"). To the extent that Other Source Funds are on deposit in the Incentive Account, the Village shall be entitled to withdraw an amount equal to the dollar amount of the Other Source Funds from the Incentive Account, for use by the Village for purposes other than in relation to paying Current Principal, Current Interest or Deferred Accrued Interest on a Developer Note.
10. The Village, in its sole and absolute discretion, and without penalty, shall have authority to prepay Developer for certified Eligible Redevelopment Costs otherwise to be included as principal on a Developer Note to be issued during the Issuance Window. Any such prepaid amounts shall correspondingly reduce the amount of principal to be included on any Developer Note to be issued, and shall be counted when determining whether Developer has met the maximum Incentive Principal Amount.
11. **THE PAYMENTS TO BE MADE TO THE DEVELOPER UNDER THIS AGREEMENT (THE "REBATE") ARE A SPECIAL LIMITED OBLIGATION OF THE VILLAGE, AND ARE PAYABLE SOLELY FROM AVAILABLE TAXES IN THE INCENTIVE ACCOUNT. AVAILABLE AMUSEMENT TAXES, BUSINESS DISTRICT TAXES, INCREMENTAL PROPERTY TAXES, PLACES FOR EATING TAXES AND STATE SALES TAXES FROM SOURCES OTHER THAN THE DEVELOPER AMUSEMENT TAXES, DEVELOPER BUSINESS DISTRICT TAXES, DEVELOPER INCREMENTAL PROPERTY TAXES, DEVELOPER PLACES FOR EATING TAXES AND DEVELOPER SALES TAXES SHALL**

NOT BE AVAILABLE TO PAY THE REBATE. THE REBATE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE VILLAGE, OR MORAL OBLIGATION OF THE VILLAGE, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE DEVELOPER 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 REBATE. THE AVAILABLE TAXES ARE THE SOLE SOURCE OF FUNDS TO BE USED TO PAY THE REBATE UNLESS THE VILLAGE, IN ITS SOLE AND ABSOLUTE DISCRETION, PAYS SOME OF THE REBATE FROM OTHER SOURCE FUNDS PURSUANT TO SECTION VI.B.4. ABOVE.

12. Available Taxes on deposit in the Incentive Account shall be continually and irrevocably appropriated each fiscal year for payment to Developer in reimbursement of Eligible Redevelopment Costs incurred on the Project through the payment of Current Principal, Current Interest and Deferred Accrued Interest on Developer Notes as provided in this Agreement.
13. The Village's obligation to reimburse Eligible Redevelopment Costs of the Developer, and pay Current Principal, Current Interest and Deferred Accrued Interest on any Developer Notes, is subject to the following conditions, in addition to those set forth elsewhere in this Agreement:
 - a. The Incentive Account has an adequate balance to pay the amounts requested for reimbursement by the Developer, though the Village may prepay Eligible Redevelopment Costs in its sole and absolute discretion, as set forth above; and
 - b. The Developer is not in default of any of its obligations under this Agreement.
14. In the event that the Village ceases to receive any of the Available Taxes, as a result of a Change in the Law, and no alternate source of revenue is enacted to replace the Available Tax, or Available Taxes, that is/are no longer received by the Village, the Village shall not be obligated to make any further payments, relative to that Available Tax, or those Available Taxes, into the Incentive Account.

15. Payment of Current Principal, Current Interest and Deferred Accrued Interest on Developer Notes shall cease upon satisfaction of the Current Principal amount of each such Developer Note or the end of the Incentive Term, whichever occurs first. The Village shall have no obligation to make any further payments to Developer, after the end of the Incentive Term, relative to any unpaid Current Principal, Current Interest or Deferred Accrued Interest that may be outstanding and unpaid, in regard to any Developer Note or Developer Notes, as of the end of the Incentive Term.
16. With regard to the Developer Business District Taxes and the Developer Sales Taxes:
 - a. The Developer shall take all necessary actions to cause the Illinois Department of Revenue to release the Developer Business District Taxes and the Developer Sales Taxes information/documentation, relative to Project, to the Village. In this regard, until such time as the Village obtains the information/documentation necessary to verify the Developer Business District Taxes and the Developer Sales Taxes generated by the Project, the Developer Business District Taxes and the Developer Sales Taxes shall not be Available Taxes.
 - b. The terms "Developer Business District Taxes" and the "Developer Sales Taxes" shall include future revenues derived during the period of this Agreement from taxes enacted by law or ordinance by any governmental authority which are intended to replace Developer Business District Taxes or the Developer Sales Taxes generated by the Project.

VII. USE REGULATIONS PERTAINING TO THE PROJECT

During the Term of this Agreement, the Property shall only be used for the uses set forth in EXHIBIT G attached hereto and made a part hereof or such other uses as may be approved by the Village (each an "Allowed Use" and collectively the "Allowed Uses"). An Allowed Use that is a conditional use under the Village of Lombard Zoning Ordinance (the "Zoning Ordinance") may not be established on the Property until and unless the Corporate Authorities have approved the Allowed Use as a conditional use pursuant to the procedures and standards in the Zoning Ordinance. Use of the Property with a use that is not an Allowed Use shall be a material breach of this Agreement and an "Event of Default" as defined in Section XVII.A. below.

VIII. DEVELOPER'S OBLIGATIONS

Developer shall have the obligations set forth below, in addition to those set forth elsewhere in this Agreement, for the development, construction, financing, completion and furtherance of the Project:

- A. The Developer shall acquire title to the Property on or before June 1, 2021. In the event the Developer fails to do so, this Agreement shall terminate, and the Parties shall have no further obligations hereunder.
- B. The Developer shall construct the Project materially and substantially in conformance with the approvals therefor from the Village. The Developer shall pay or cause to be paid all building-related fees required by the Village Code.
- C. The Developer shall at all times acquire, install, construct, operate and maintain the Project in substantial conformance with all applicable laws, rules, ordinances, and regulations. All work with respect to the Project shall substantially conform to all applicable federal, State and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision and planned development codes, building codes, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter), life safety codes, property maintenance codes and any other applicable codes and ordinances of the Village, or any of its rules or regulations or amendments thereto which are in effect from time to time during the construction and maintenance of the Project and/or during the term of this Agreement.

IX. CONSTRUCTION REQUIREMENTS APPLICABLE TO THE PROJECT

- A. Pursuant to Chapter 16 of the Village Code, the Developer shall pay all "costs," as said term is defined in Section 16.02 of the Village Code, incurred by the Village relative to the Project, and shall pay all utility connection and permit fees in connection with the construction of the Project. The Village may withhold or issue stop work orders with respect to any permit if the Developer has failed or refused to comply in all material aspects with this Agreement or applicable law.
- B. The Developer agrees that it shall repair and, if necessary, reconstruct, at its sole cost and expense, any driveway, road, parking area, sidewalk, curb, landscaping, or other property of the Village or others, which is damaged by the Developer, or its contractors, during or as a result of the construction of the Project, to at least the condition in which it existed prior

to the start of construction, or as required by law, whichever is more restrictive.

- C. Prior to the commencement of work on any phase of the Project, the Developer shall post such surety bond or letter of credit, as required by the Village Code, in relation to the phase of the Project.
- D. It is expressly agreed and understood by the Developer that the terms of this Agreement shall be binding and applicable to all of Developer's contractors working on the Property and/or adjacent public land or rights-of-way, in relation to the construction of the Project (a "Developer Contractor"). The Developer shall ensure that each Developer Contractor is aware of the obligations imposed under this Agreement and shall take such measures to ensure each Developer Contractor complies herewith at all times. The Developer shall be liable for non-compliance with applicable provisions of this Agreement by a Developer Contractor, and shall promptly notify the Village, in the event any Developer Contractor fails or refuses to comply herewith. It is expressly agreed and understood that in the event of a breach of the provisions of this Agreement by any Developer Contractor, the Village will look solely to the Developer, and the Developer hereby accepts responsibility on behalf of any such Developer Contractor.
- E. The Developer shall deliver to the Village a progress report at the conclusion of bi-monthly following the commencement of the construction of the Project, which report shall describe the status of the work on the Project, any proposed changes to the construction schedule, and any proposed or revised completion date, if necessary, due to Uncontrollable Circumstances. The Developer shall meet with the Village as appropriate, and make presentations thereto as reasonably requested, in order to keep the Village apprised of the progress of the Project. The Developer shall provide adequate information, including, without limitation, engineering analyses and architectural analyses, as well as Village access to the appropriate development team personnel for the Project, at any such progress meetings, as may be requested by the Village, or as may be appropriate to provide an accurate progress report.
- F. Following the commencement of the construction of the Project, the Developer shall use commercially reasonable efforts to continue the construction of the Project without interruption or delay, and otherwise diligently pursue and prosecute the construction of the Project to completion.
- G. The Developer shall stage all construction materials, equipment and machinery on the Property. No access to areas outside the boundaries of

the Property shall be allowed for said activities, unless specifically authorized by the Village in writing.

- H. The Developer agrees that the Village's Community Development Director, Private Development Engineer, Building Commissioner, and/or their respective designees, or Village contracted third-parties, shall have the right at all times during normal business hours to reasonably inspect the progress of the construction of the Project. In the event such inspection is denied, the Developer shall be issued a stop work order, and no work shall be thereafter commenced until such time as an inspection is granted, and the stop work order is rescinded.
- I. The Developer shall be responsible, at its sole cost and expense, for the construction of any and all sanitary sewer lines, storm water management facilities, water mains, sidewalks, right-of-way improvements, parkway improvements, and all other related improvements necessary in order to construct and service the Project, in compliance with the final architectural and engineering plans to be submitted and approved by the Village, the Flagg Creek Water Reclamation District and/or the Illinois Department of Transportation, whichever jurisdiction is applicable. In this regard, the Developer shall have the right to tap into public sanitary sewer lines, storm water sewer lines, and water mains for use with the Project, subject to any permit fees, recapture or connection fees or obligations applicable thereto. Notwithstanding the foregoing, the Village shall be responsible, at its sole cost and expense, to construct and install any Village-owned water tower on Lot 7 of the Property, as well as any Village-owned water mains necessary to facilitate the Village's use of any such water tower.
- J. During the initial construction of the Project as herein contemplated, the Developer shall stage its construction of the Project to avoid to the fullest extent possible any material community disruption. During construction, the Developer shall also keep all public streets used by the Developer clean on a daily basis, and for each day during which such public streets are not properly clean, and such condition is not remedied within twenty-four (24) hours of written notice to Developer, or such shorter period of time, as requested by the Village, if such clean-up cannot wait twenty-four (24) hours, the Developer shall pay the Village the sum of Seven Hundred Fifty and No/100 Dollars (\$750.00) for each such violation.
- K. Additional development items, as required as part of the zoning entitlements process, shall be undertaken as part of the Project, including, but not limited to:
 - 1. any traffic/non-motorized improvements to the public rights-of-way, based upon the Village's traffic consultant's review;

2. any traffic/non-motorized improvements to the private streets on proposed Lot 6 on the Property, based upon the Village's traffic consultant's review;
3. any stormwater/drainage infrastructure improvements; and
4. providing any public easements or dedications necessary to facilitate any of the public improvements.

The public improvements to be constructed by the Developer as part of the Project are depicted and described in EXHIBIT H-1 and EXHIBIT H-2 attached hereto and made a part hereof, respectively, with such public improvements to be subject to final engineering review and approval by the Village.

X. ADDITIONAL COVENANTS OF DEVELOPER

- A. **Developer Existence.** 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 an Illinois limited liability company, so long as this Agreement is in effect, and for so long as Developer maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.
- B. **Further Assistance and Corrective Instruments.** The Village and Developer agree that they 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 effectuating or facilitating the performance of this Agreement to the extent legally permitted and within the Village's and the Developer's sound legal discretion.
- C. **No Gifts.** Developer covenants that no director, employee or agent of Developer, or any other Person connected with Developer, has 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.
- D. **Disclosure.** Concurrently with execution of this Agreement, Developer shall disclose to the Village the names, addresses and ownership interests of all Persons that have an ownership interest in the Developer, together with such supporting documentation that may be reasonably requested by the Village. Developer further agrees to notify the Village throughout the

term of this Agreement of the names, addresses and ownership interests of any changes of owners of the Developer.

- E. **Prevailing Wages.** The Developer shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1, *et seq.*, as amended (“Illinois Prevailing Wage Act”), to the extent improvements relative to the Project, if constructed on behalf of the Village by a contractor, would be subject to the Illinois Prevailing Wage Act. The Developer agrees to assume all responsibility for such compliance with the Illinois Prevailing Wage Act in connection with the Project under this Agreement in the event of any action by any party to enforce its provisions. The Developer warrants and represents that it has reviewed the Illinois Prevailing Wage Act, that it has reviewed the regulations promulgated thereunder, and that it understands the obligations imposed on it by this Section X.E.
- F. **Employment Opportunities.** To the extent feasible, the Developer shall make reasonable efforts to notify Village residents of employment opportunities that are available relative to the Project, and, to the extent permitted by law, make reasonable efforts to employ qualified residents of the Village in relation to the Project.

XI. ADHERENCE TO VILLAGE CODES AND ORDINANCES

Except as otherwise provided for in this Agreement, all development and construction of the Project shall comply in all respects with the provisions in the building, plumbing, mechanical, electrical, storm water management, fire prevention, property maintenance, zoning and subdivision codes of the Village and all other germane codes and ordinances of the Village in effect from time to time during the course of construction of the Project.

XII. REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that as of the date hereof and until completion of the Project:

- A. **Existence and Authority of Developer.** The Developer is a limited liability company, duly organized and existing under the laws 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. To Developer’s knowledge, there are no actions at law or similar proceedings which are pending or threatened against Developer which would result in any material and adverse change to Developer’s financial condition, or which would materially and adversely affect the level of Developer’s assets as of the date of this Agreement or that would

materially and adversely affect the ability of Developer to proceed with the construction and development of the Project.

- B. **No Conflict by Developer.** Neither the execution and delivery of this Agreement by Developer, the consummation of the transactions contemplated hereby by Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by 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 Developer (with Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which Developer is now a party or by which Developer 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 Developer under the terms of any instrument or agreement to which Developer is now a party or by which Developer is bound.

- C. **Adequate Resources of Developer.** As of the Effective Date, the Developer has sufficient financial and economic resources to implement and complete the Developer's obligations contained in this Agreement. To the extent the Developer releases financial records to the Village, said records shall be and constitute "confidential" records prohibited from disclosure by the Village or its officers/employee, provided the Developer provides the Village with a written statement to such effect, that allows the Village to rely upon the Illinois Freedom of Information Act exemption set forth in 5 ILCS 140/7(1)(g).

- D. **No Adverse Notices to Developer.** The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Property or the Project may or will be in violation of any environmental law or regulation. The Developer is not aware of any State or federal claim filed or planned to be filed by any person relating to the Property or the Project and any violation of any local, State or federal environmental law, regulation or review procedure, and the Developer is not aware of any violation of any local, State or federal law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute relative to the Property or the Project.

- E. **Experience, Construction and Operation.** Developer represents and warrants to the Village that Developer, and its respective principals, are experienced in the development of commercial projects and will provide the Project with the necessary skill, knowledge and expertise, relative to the construction and operation of the Project, through the hiring of, and/or

contracting with, individuals and entities possessing such skill, knowledge and expertise.

XIII. COMPLIANCE WITH CONTRACTING LAWS

The Developer further certifies that the Developer:

- A. Is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code, 720 ILCS 5/33E-3 and 33E-4, as amended;
- B. Shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, *et seq.*, as amended;
- C. Shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights;
- D. Shall comply with the Americans with Disabilities Act, 42 U.S.C. § 1201, *et seq.*, as amended, and Article 2 of the Illinois Human Rights Act, 775 ILCS 5/2-101, *et seq.*, as amended;
- E. Shall make sure that any construction contracts entered into by the Developer relating to the construction of the Project shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act, as amended;
- F. Is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village; and
- G. Shall comply with all applicable federal, State and county laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Developer agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and State statutes, and further agrees to make all required withholdings and deposits therefore. The Developer agrees to maintain full compliance with changing government requirements that govern or apply to the construction of the Project. The Developer understands and agrees that the most recent of such federal, State and county laws and regulations will govern the administration of this Agreement at any particular time and may be established after the date of this Agreement has been executed and may apply to this Agreement and the Project. Any lawsuit or complaint of violation of laws

that is received by the Developer relative to this Agreement or the Project shall be immediately forwarded to the Village Manager.

XIV. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE

The Village represents and warrants to the Developer as follows:

- A. **Existence.** The Village is an Illinois non-home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois, and has all requisite corporate power and authority to enter into this Agreement.
- B. **Authority.** The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement:
 - 1. have been duly authorized by all necessary corporate action on the part of the Village; and
 - 2. shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.
- C. **Litigation.** To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village, the Business District or the TIF District in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.
- D. **Funding and Appropriation.** The Village shall deposit Available Taxes into the Incentive Account when received and verified (not later than thirty (30) days after receipt) and the same shall not be subject to transfer or use in any manner not otherwise authorized by this Agreement. Available Taxes on deposit in the Incentive Account shall be continually and irrevocably appropriated each fiscal year for payment to Developer in reimbursement of Eligible Redevelopment Costs (principal and interest thereon) approved by the Village as provided herein.

XV. INSURANCE

- A. The Developer, and any successor in interest to the Developer, shall obtain and continuously maintain insurance on the Property and the Project and, from time to time at the request of the Village, furnish proof to the Village evidence that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is

the minimum insurance coverage that the Developer must obtain and continuously maintain, provided that the Developer shall obtain the insurance described in Section XV.A.1. below prior to the commencement of construction of any portion of the Project:

1. Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.
 2. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy on a primary non-contributory basis naming the Village and its officers, agents and employees as additional insureds, with limits against bodily injury and property damage of not less than \$2,000,000.00 for each occurrence and Five Million and no/100 Dollars (\$5,000,000.00) aggregate .
 3. Workers compensation insurance, with statutory coverage if applicable to the Developer.
- B. All insurance required in this Section XV. shall be obtained and continuously maintained through responsible insurance companies selected by the Developer or its successors that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Section XV., cancellation relative to each policy shall be as provided by the policy; however, the Village must be named as a cancellation notice recipient. Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section XV. In lieu of separate policies, the Developer or its successor or assign, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

XVI. INDEMNIFICATION, HOLD HARMLESS AND RELEASE PROVISIONS

- A. Developer releases from and covenants and agrees that the Village, its governing body members, officers, agents, including independent contractors, consultants, attorneys, servants and employees thereof (for purposes of this Section XVI., collectively the "Village Indemnified Parties") shall not be liable for, and agrees to indemnify and hold harmless the Village Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from

any defect in the Project or the Property or arising pursuant to the Developer's obligations or warranties under this Agreement, including, but not limited to, the Developer's obligations under Section X.E. above, or actions in furtherance thereof to the extent not attributable to the negligence or willful misconduct of the Village Indemnified Parties; provided, that this waiver shall not apply to the warranties made or obligations undertaken by the Village in this Agreement. This subsection shall survive the assignment or termination of this Agreement.

- B. Except for negligence or willful misconduct of the Village Indemnified Parties, Developer agrees to indemnify the Village Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer (or if other Persons acting on their behalf or under its direction or control) under this Agreement, including, but not limited to, the Developer's obligations under Section X.E. above, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project. This subsection shall survive the assignment or termination of this Agreement.
- C. Except as otherwise set forth herein, the Village makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Property, or anywhere within the TIF District of any toxic or hazardous substances of wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property, or within the TIF District or Business District, as well as any activity claimed to have been undertaken on or in the vicinity of the Property, that would cause or contribute to causing (1) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 *et seq.*, as amended, or any similar State law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property, within the meaning of, or otherwise bring the Property within the ambit of, CERCLA, or any similar State law or local ordinance, or (3) the

discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*, as amended, or any similar State law or local ordinance. Further, the Village makes no warranties or representations regarding, nor does the Village indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Project, or anywhere within the Property, the Business District or the TIF District, of any substances or conditions in or on the Property, that may support a claim or cause of action under RCRA, CERCLA, or any other federal, State or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The Village makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property, or whether any above or underground tanks have been located under, in or about the Property have subsequently been removed or filled. The Village warrants and represents to Developer that it has not received notice, other than as already provided to the Developer by the Village in the environmental reports provided to the Developer by the Village, from any agency, individual or entity of any violation of any environmental law relating to any Hazardous Substances affecting the Property.

- D. The Developer waives any claims against the Village Indemnified Parties, and their members and boards, for indemnification, contribution, reimbursement or other payments arising under federal, State and common law relating to the environmental condition of the land comprising the Property.
- E. No liability, right or claim at law or inequity shall attach to or shall be incurred by the Village's Corporate Authorities, officers, officials, attorneys, agents and/or employees as a result of this Agreement, and any such rights or claims of the Developer against the Village's Corporate Authorities, officers, officials, attorneys, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

XVII. EVENTS OF DEFAULT AND REMEDIES

- A. **Developer Events of Default.** The following shall be Events of Default with respect to this Agreement:
 - 1. If any material representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made;

provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default, within thirty (30) days after written notice from the Village and in any event (subject to Uncontrollable Circumstances) cures such default within ninety (90) days after such notice.

2. Default by Developer for a period of thirty (30) days after written notice thereof in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of Developer; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Developer, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within sixty (60) days after such notice.
3. Default by Developer for a period of thirty (30) days after written notice thereof in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and the Developer, within said thirty (30) days initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within sixty (60) days after such notice.
4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.
5. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of

Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

6. Failure to have the funds required to meet Developer's obligations, relative to each phase of the Project, so as to construct each phase of the Project within the time frames allowed under the Village Code, upon issuance of the building permits for each phase of the Project.
7. A sale, assignment or transfer of the Project, or any portion thereof, except in accordance with this Agreement.
8. Developer abandons the Project. Abandonment shall be deemed to have occurred when work stops on the Property for more than sixty (60) consecutive days for any reason other than Uncontrollable Circumstances or other circumstances outside of the the Developer's control, and such work is not resumed within thirty (30) days of written demand by the Village.
9. Developer fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the Project contemplated by this Agreement and such failure continues for more than thirty (30) days after written notice thereof from the Village; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Developer, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within sixty (60) days after such notice. The maintenance requirement of this provision shall not be covered by and shall survive any certificate of occupancy or Estoppel Certificate (as provided for in Section XIX.Q. below) of any kind issued during the term of this Agreement.
10. A material representation or warranty of Developer is not true for a period of thirty (30) days after written notice from the Village; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Developer, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within sixty (60) days after such notice.

B. **Village Events of Default.** The following shall be Events of Default with respect to this Agreement:

1. If any material representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Village does not remedy the default, within thirty (30) days after written notice from Developer.
2. Default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village; provided, however, that such default or breach shall constitute an Event of Default if the Village does not, within thirty (30) days after written notice from Developer, initiate and diligently pursue appropriate measures to remedy the default.
3. Default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the Village, commences cure within thirty (30) days after written notice from Developer, and in any event cures such default within sixty (60) days after such notice, subject to Uncontrollable Circumstances.

C. **Remedies for Default.** In the case of an Event of Default hereunder:

1. The defaulting Party shall, upon written notice from the non-defaulting Party, take immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured, or if in the case of a non-monetary Event of Default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within a reasonable time, but in no event more than thirty (30) additional days, unless extended by mutual agreement, the non-defaulting Party may institute such proceedings as may be necessary or desirable in its/their opinion to cure or remedy such Event of Default, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.
2. In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Developer and the Village shall be restored respectively to their

several positions and rights hereunder, and all rights, remedies and powers of the Developer and the Village shall continue as though no such proceedings had been taken.

3. In the case of an Event of Default by the Developer, in addition to any other remedies at law or in equity, the Village may declare this Agreement null and void, and shall be relieved of its obligations under this Agreement.
4. In no event shall either Party be liable to the other for any consequential or punitive damages suffered as a result of a default under this Agreement.

- D. **Agreement to Pay Attorneys' Fees and Expenses.** In the event an Event of Default is not cured within the applicable cure periods and the Parties employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, the non-prevailing Party shall pay the prevailing Party's reasonable fees of such attorneys and such other reasonable expenses in connection with such enforcement action. Such obligation shall only be effective upon a determination by a court of competent jurisdiction that one of the Parties constitutes a prevailing Party.
- E. **No Waiver by Delay or Otherwise.** Any delay by any Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that any Party should not be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under this Agreement shall be considered a waiver of any rights except if expressly waived in writing.
- F. **Rights and Remedies Cumulative.** The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.
- G. **Legal and Other Fees and Expenses.** Other than for demands, suits, costs, expenses (including reasonable attorney's fees), actions or other

proceedings covered by this Section XVII., in the event that any third party or parties institute any legal proceedings against the Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, the Parties shall cooperate in the defense of any such lawsuit, with each Party assuming, fully and vigorously, its own defense of such lawsuit, and all costs and expenses of its own defense, of whatever nature (including attorney's fees).

XVIII. EQUAL EMPLOYMENT OPPORTUNITY

- A. **No Discrimination.** Developer shall comply with all federal, state and local laws relating to equal employment opportunity.
- B. **Advertisements.** Developer shall, in all solicitations or advertisements for employees placed by or on behalf of Developer, if applicable, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Contractors.** Any contracts made by Developer with any general contractor, agent, employee, independent contractor or any other Person in connection with the Project shall contain language similar to that recited in Sections XVIII.A. and B. above. The Developer shall make reasonable efforts to incorporate language similar to that recited in Sections XVIII.A. and B. in any leases made by Developer in connection with the Project.

XIX. MISCELLANEOUS PROVISIONS

- A. **Cancellation.** In the event Developer or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the TIF Plan or the Business District Plan, including Developer's duty to build the Project and operate the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the TIF Act, Business District Law, Rebate Statute, Economic Development Statute, the Development Approvals, or any ordinance adopted by the Village in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Project or the covenants and agreements or rights and privileges of Developer or the Village, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other Party within sixty (60) days after such final decision or amendment. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Developer for buildings, or the remodeling of any building, permitted and under

construction, to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

- B. **Notices.** All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) electronic communications, such as by electronic mail, but only if followed up, within one (1) business day, by another method of notice, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village: Scott Niehaus, Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148
Email: niehauss@villageoflombard.org

With a copy to: Tim Sexton, Finance Director
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148
Email: sextont@villageoflombard.org

and: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attention: Thomas P. Bayer / Jason A. Guisinger
Email: tpbayer@ktjlaw.com / jaguisinger@ktjlaw.com

If to Developer: Hoffmann 600 Lombard LLC
2330 Hammond Drive, Suite G
Schaumburg, Illinois 60173
Attn: Fred R. Hoffmann
Email: fhoffmann1@yahoo.com

With a copy to: Louis F. Cainkar, Ltd.
30 North LaSalle Street, Suite 3430
Chicago, Illinois 60602-3337
Attn: Joseph L. Cainkar
Email: joe@lfc ltd.net

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request

sent pursuant to either clause (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4) shall be deemed received forty-eight (48) hours following deposit in the mail.

- C. **Time is of the Essence.** Time is of the essence of this Agreement. Notwithstanding the foregoing, if the date for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the date of such performance shall be extended to the next business day.
- D. **Integration.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.
- E. **Counterparts.** This Agreement may be executed in any number of counterparts, but in no event less than two (2) counterparts, each of which shall be an original and each of which shall constitute but one and the same Agreement.
- F. **Recordation of Agreement.** The Parties agree to record this Agreement with the DuPage County Recorder's Office against title to the Property, at the Developer's sole cost. The Developer's rights and obligations in this Agreement are covenants running with title to the Property and successor owners of the Property shall be and are bound by this Agreement to the same extent as Developer.
- G. **Severability.** If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- H. **Choice of Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State, and any court proceedings between the Parties hereto shall be brought in DuPage County, Illinois.
- I. **Entire Contract and Amendments.** This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and the Developer relating to the subject matter hereof, supersedes all prior and

contemporaneous negotiations, understandings and agreements, written or oral, between the Village and the Developer, and may not be modified or amended except by a written instrument executed by the Parties hereto.

- J. **Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other Person other than the Village and the Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to the Village and the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against the Village or the Developer. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.
- K. **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.
- L. **Cooperation and Further Assurances.** The Village and the Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or the Developer, or other appropriate Persons, all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.
- M. **No Joint Venture, Agency or Partnership Created.** Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third party to create the relationship of a partnership, agency or joint venture between or among such Parties.
- N. **No Personal Liability of Officials of the Village or the Developer.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, Village Manager, any elected official, officer, partner, member, shareholder, manager, director, agent, employee or attorney of the Village or the Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the Village or the Developer shall be liable personally under this Agreement or be

subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

- O. **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.

- P. **Term.** Unless terminated earlier pursuant to the provisions hereof, this Agreement shall remain in full force and effect until December 31, 2039, if the Property is not removed from the Business District, or until December 31, 2041, if the Property is removed from the Business District.

- Q. **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon not less than fifteen (15) calendar 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 Party 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. If either Party fails to comply with this provision within the time limit specified, and if, after an additional seven (7) calendar days' notice there still is no compliance, then said non-complying Party shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.

- R. **Confidentiality.** The Village acknowledges and agrees that certain information to be provided by the Developer, owner or lessee hereunder is proprietary and valuable information and that any disclosure or unauthorized use thereof will cause irreparable harm to the Developer, and to the extent permitted by state or federal law, including, but not limited to, Section 7(1)(g) of the Illinois Freedom of Information Act (5 ILCS 140/7(1)(g)), the Village agrees to hold in confidence all sales figures and other information provided by the State of Illinois, or any owner or lessee of a portion of the Property, or obtained from any such owner's or lessee's records in connection with this Agreement, and in connection therewith, the Village shall not copy any such information except as necessary for dissemination to the Village's agents or employees as permitted hereinafter, provided the Developer, owner or lessee, as the case may be, provides the Village with a written statement that allows the Village to rely upon the Illinois Freedom of Information Act exemption set forth in 5 ILCS 140/7(1)(g). The Village shall be permitted to disclose such information to its agents or employees who are reasonably deemed by the Village to have a need to know such information for purposes of this

Agreement; provided, that such agents and employees shall hold in confidence such information to the extent required of the Village hereunder, or to the extent required by order of court or by State or federal law. The confidentiality requirements of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind the Village, its successors, assigns and legal representatives for a period of five (5) years from the termination, expiration or cancellation of this Agreement. The Village shall promptly notify Developer and any affected owner or lessee as to an Illinois Freedom of Information Act request and the commencement of any legal action in regard thereto such that Developer and/or any such owner or lessee shall have a meaningful opportunity to object to the release of any such confidential information and to take such action as such owner or lessee deems necessary in order to protect against the release of such confidential information.

S. **Assignment.** The Developer may sell or transfer the Property, or any portion thereof, and assign its rights, duties and obligations hereunder, with the approval of the Village, which shall not be unreasonably withheld, provided:

1. the Village receives a written notice of the proposed transaction no less than thirty (30) calendar days before the proposed effective date of the sale, transfer or assignment;
2. the assignee provides the Village with written confirmation of its acceptance of, and agreement to be bound by, the Developer's duties and obligations under this Agreement; and
3. the transaction does not violate the Rebate Statute, as amended, or any statute enacted to amend or replace the Rebate Statute.

Notwithstanding the foregoing, but subject to compliance with subsections 2. and 3. above, the following actions by the Developer, or its successors and assigns, relative to the sale or transfer of the Property, or any portion thereof, or the assignment of its rights, duties and obligations hereunder, shall not require the approval of the Village:

4. assign, transfer, mortgage, pledge, hypothecate or encumber any Developer Note(s);
5. grant a security interest in the Property, or any portion thereof, to a lender providing construction and/or term financing for the Project;
6. sell, transfer or convey the Property, in whole or in part, to any corporation, limited liability company, partnership or other business

or trust the majority of which is now or hereinafter owned or controlled by Fred R. Hoffmann (a "Hoffmann Entity");

7. sell, transfer or convey the Property, in whole or in part, as a result of or pursuant to the sale, transfer or conveyance of any shares of stock, membership interests, partnership interests, trustee interest, beneficial interest, assets, in or to a Hoffmann Entity, or of any shareholder, partner, member, trustee or beneficiary having or holding an interest in or to any Hoffmann Entity, irrespective of tier, whether or not such sale, transfer or conveyance is the result of or pursuant to dilution, sale, gift, ESOP or employee vesting program, stock sale, change of control, merger, consolidation, reorganization, heirship, or otherwise, voluntarily or through operation of law, and irrespective of whether the party affected is the surviving entity, or the sale, transfer or conveyance; or
8. sell, transfer or convey the Property, in whole or in part, to any residential unit owner, or to any homeowners association, condominium association, or any other person or entity charged with the responsibility of maintenance of the Property, or applicable portion thereof.

The Developer, or its successors and assigns, as the case may be, shall provide the Village with notice of any sale or transfer of the Property, or any portion thereof, or the assignment of its rights, duties and obligations hereunder, under either subsection 4, 5, 6, 7 or 8 above, within thirty (30) days thereof.

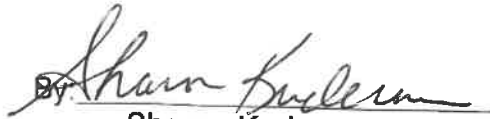
- T. **Municipal Limitations.** All Village commitments hereunder are limited to the extent required by law.
- U. **Village Acquisition of Lot 7.** In the event that the Village acquires title to Lot 7 of the Property, for use by the Village for the construction of a water tower, the provisions of this Agreement shall not be applicable to Lot 7, or any easements acquired by the Village relative to water mains serving said water tower, and Lot 7 shall not be subject to any declaration of covenants applicable to the Property, nor to the rules and regulations of any property owners association formed in relation to the Property, but shall be specifically excluded therefrom. Notwithstanding the forgoing, in the event that the Village constructs a water tower on Lot 7 of the Property, the Village agrees to reimburse the Developer, or any property owners association that is formed relative to the Property (exclusive of Lot 7), for any damage done to the private roadway on Lot 6 of the Property as a result of the actions of the Village or its contractors in regard to the construction of, or maintenance of, said water tower, during the Term of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates as set forth below.

VILLAGE OF LOMBARD,
an Illinois home rule municipal corporation

ATTEST:


By: 
Keith Giagnorio
Village President

By: 
Sharon Kuderna
Village Clerk

Date: April 1, 2021

Date: April 1, 2021

HOFFMANN 600 LOMBARD LLC,
an Illinois limited liability company

By: 
Fred R. Hoffmann
Manager

Date: April 1st, 2021

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 Village 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 1ST day of April, 2021.



Karen I. Ellis
Notary Public

ACKNOWLEDGMENT

State of Illinois)
County of Cook) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Fred R. Hoffmann, personally known to me to be the Manager of Hoffmann 600 Lombard LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such Manager, he signed and delivered the said instrument, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 1st day of April, 2021.

Judy Diller
Notary Public

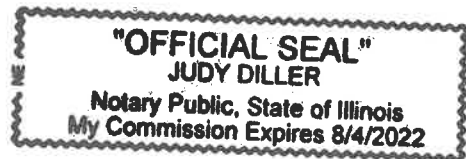


Exhibit A-1

Redevelopment Project Area for the Lombard Butterfield-Yorktown Tax Increment Financing District

Legal Description

A PARCEL OF LAND IN THE NORTH HALF OF THE EAST HALF OF SECTION 29, AND THE EAST HALF OF THE WEST HALF OF SECTION 29, BOTH IN TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN FINAL PLAT OF SUBDIVISION OF 701-747 22ND STREET SUBDIVISION, RECORDED APRIL 5, 2010 AS DOCUMENT R2010-043541 AND RUNNING THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID LOT 1 686.60 FEET TO AN ANGLE POINT; THENCE SOUTHWESTERLY ALONG THE MOST SOUTHEASTERLY LINE OF SAID LOT 1, 69.66 FEET TO THE SOUTHEAST CORNER THEREOF, ALSO BEING THE NORTHEAST CORNER OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT RECORDED AUGUST 28, 2007 AS DOCUMENT R2007-159301; CONTINUING THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID PARCEL 1 PER DOCUMENT R2007-159301, 717.65 FEET; THENCE ALONG THE SOUTHERN BOUNDARY LINES OF SAID PARCEL 1 THE FOLLOWING 7 COURSES; 1) NORTHWESTERLY 93.42 FEET, 2) SOUTHWESTERLY 173.27 FEET, 3) SOUTHEASTERLY 186.14 FEET, 4) SOUTHWESTERLY 107.62 FEET, 5) SOUTHWESTERLY 67.48 FEET, 6) NORTHWESTERLY 138.83 FEET, 7) SOUTHWESTERLY 300.00 FEET; THENCE SOUTHEASTERLY 104.26 FEET TO A POINT OF CURVATURE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 591.66 FEET, AND AN ARC DISTANCE OF 93.90 FEET TO A POINT OF COMPOUND CURVATURE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 402.98 FEET, AND AN ARC DISTANCE OF 116.05 FEET TO A POINT OF COMPOUND CURVATURE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 683.51 FEET AND AN ARC DISTANCE OF 95.44 FEET TO A POINT OF COMPOUND CURVATURE, HAVING A RADIUS OF 198.74 FEET AND AN ARC DISTANCE OF 64.17 FEET TO A POINT OF REVERSE CURVATURE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 121.91 FEET AND AN ARC DISTANCE OF 74.06 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID PARCEL 1 PER DOCUMENT R2007-159301, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROUTE 56, BUTTERFIELD ROAD; THENCE SOUTHEASTERLY ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF PARCEL 1 AFORESAID (ALSO BEING THE NORTH LINE OF BUTTERFIELD ROAD-F.A. RTE. 131, ST. RT. 56) 100.00 FEET TO THE CENTERLINE OF SAID BUTTERFIELD ROAD RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE APPROXIMATELY 624.91 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF PARCEL 1 PER DOCUMENT R2007-159301; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY EXTENSION APPROXIMATELY 109.56 FEET TO THE SOUTHWEST CORNER OF PARCEL 1 AFORESAID; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID PARCEL 1 560.00 FEET TO THE SOUTHEAST CORNER OF LOT 6 IN YORKTOWN PERIPHERAL/TARGET SUBDIVISION RECORDED NOVEMBER 17, 1995 AS DOCUMENT R95-162762; THENCE THE FOLLOWING 3 COURSES ALONG THE SOUTHERLY BOUNDARY LINES OF SAID LOT 6; 1) SOUTHWESTERLY 200.00 FEET, 2) NORTHWESTERLY 116.21 FEET, 3) SOUTHWESTERLY 320.91 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6, ALSO BEING A POINT ON THE EAST LINE OF

LOT 1 IN FINAL PLAT OF SUBDIVISION OF YORKTOWN COMMONS PHASE 1 RECORDED SEPTEMBER 1, 2016 AS DOCUMENT R2016-093310; THENCE SOUTHEASTERLY ALONG SAID EAST LINE APPROXIMATELY 902.0 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF, BUTTERFIELD ROAD (F.A. RTE 131, ST. RTE 56); THENCE SOUTHEASTERLY ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1, APPROXIMATELY 106.75 FEET TO THE CENTERLINE OF SAID BUTTERFIELD ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE, APPROXIMATELY 41.04 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 1 PER DOCUMENT R2016-093310; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY EXTENSION, APPROXIMATELY 106.75 FEET TO THE NORTH LINE OF SAID BUTTERFIELD ROAD RIGHT OF WAY AND A SOUTHERLY CORNER OF SAID LOT 1; THENCE ALONG THE FOLLOWING 4 COURSES, BEING SOUTHERLY BOUNDARY LINES OF SAID LOT 1; 1) NORTHWESTERLY 78.22 FEET, 2) NORTHWESTERLY 757.44 FEET, 3) S 27°55'03" W, 130.25 FEET, 4) NORTHWESTERLY 87.88 FEET; THENCE N 27°55'03" E, 370.54' TO THE MOST SOUTHEASTERLY CORNER OF PARCEL 2 IN HIGHLAND AVENUE ASSESSMENT PLAT RECORDED JANUARY 30, 2012 AS DOCUMENT R2012-012175; THENCE NORTHWESTERLY THE FOLLOWING 2 COURSES ALONG THE SOUTH PROPERTY LINES OF SAID PARCEL 2; 1) NORTHWESTERLY 849.86 FEET, 2) SOUTHWESTERLY 604.32 FEET (PER DOCUMENT R2012-012175, 604.69 FEET PER DOCUMENT R2000-120890) TO A SOUTHWEST CORNER THEREOF, ALSO BEING THE NORTHEAST CORNER OF LOT 2 IN CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER RECORDED AUGUST 8, 2000 AS DOCUMENT R2000-120890 AND RUNNING THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 2, 448.23 FEET TO A POINT OF CURVATURE; THENCE ALONG THE FOLLOWING 4 COURSES, BEING THE SOUTHERLY PROPERTY LINES OF SAID LOT 2, 1) ALONG A CURVE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 39.27', 2) SOUTHWESTERLY 114.00 FEET TO A POINT OF CURVATURE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 90.00 FEET AND AN ARC DISTANCE OF 75.72 FEET, 4) THENCE NORTHWESTERLY 12.45 FEET; THENCE WESTERLY PERPENDICULAR TO THE WEST LINE OF SAID LOT 2 PER DOCUMENT R2000-120890, 100 FEET TO THE WEST RIGHT OF WAY LINE OF HIGHLAND AVENUE; THENCE NORTHERLY ALONG THE WEST LINE OF SAID HIGHLAND AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE MOST SOUTHERLY NORTH PROPERTY LINE OF PARCEL 2 PER DOCUMENT R2012-012175 AFORESAID; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION TO THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 2; THENCE NORTHEASTERLY 558.70 FEET ALONG A NORTH PROPERTY LINE OF SAID PARCEL 2 TO A POINT OF CURVATURE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 500.00 FEET AND ARC DISTANCE OF 152.01 FEET TO THE SOUTHWEST CORNER OF LOT 4 IN FINAL PLAT OF SUBDIVISION OF YORKTOWN COMMONS PHASE 1 (PLAT PER DOCUMENT R2016-093310 AFORESAID); THENCE THE FOLLOWING 4 COURSES ALONG THE WEST PROPERTY LINES OF SAID LOT 4; 1) NORTHWESTERLY 104.26 FEET, 2) NORTHWESTERLY 44.24 FEET, 3) WESTERLY 43.47 FEET, 4) NORTHWESTERLY 221.71 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTHEASTERLY 742.45 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE ALONG A LINE PERPENDICULAR TO THE EAST LINE OF SAID LOT 4 67.00 FEET TO THE EAST RIGHT OF WAY LINE OF GRACE STREET; THENCE SOUTHEASTERLY PARALLEL WITH THE EAST LINE OF LOT 4 AFORESAID ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID GRACE STREET RIGHT OF WAY TO A POINT ON THE NORTHEASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 4 (ALSO BEING THE SOUTHWEST CORNER OF LOT 4 IN YORKTOWN PERIPHERAL/TARGET SUBDIVISION PER

DOCUMENT R95-162762); THENCE NORTHEASTERLY ALONG SAID EASTERLY EXTENSION 102.61 FEET TO AN ANGLE POINT; THENCE SOUTHEASTERLY 11.80 FEET TO A POINT OF CURVATURE, ALSO BEING THE MOST NORTHWESTERLY CORNER OF LOT 1 IN FINAL PLAT OF SUBDIVISION OF YORKTOWN COMMONS PHASE 1 AFORESAID; THENCE ALONG THE ARC OF CURVE CONVEX TO THE NORTHEAST (ALSO BEING A NORTH PROPERTY LINE OF SAID LOT 1) HAVING A RADIUS OF 368.00 FEET FOR AN ARC DISTANCE OF 193.99 FEET; THENCE SOUTHEASTERLY (CONTINUING ALONG THE NORTH PROPERTY LINE OF SAID LOT 1) 119.26 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 518.00 FEET FOR AN ARC DISTANCE OF 43.47 FEET TO THE SOUTHEAST CORNER OF OUTLOT A IN YORKTOWN PERIPHERAL/TARGET SUBDIVISION AFORESAID; THENCE NORTHEASTERLY ALONG THE WESTERLY PROPERTY LINE OF SAID OUTLOT A 337.42 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE NORTH PROPERTY LINE THEREOF 84.34 FEET TO THE NORTHEAST CORNER THEREOF (ALSO BEING THE NORTHWEST CORNER OF LOT 1 IN FINAL PLAT OF LOMBARD WESTIN HOTEL AND CONVENTION CENTER RECORDED APRIL 17, 2009 AS DOCUMENT R2009-057156; THENCE SOUTHEASTERLY ALONG THE A NORTH PROPERTY LINE OF SAID LOT 1 546.67 FEET; THENCE NORTHWESTERLY 3.57 FEET TO THE MOST NORTHERLY PROPERTY LINE OF SAID LOT 1 (ALSO BEING A POINT ON THE WEST PROPERTY LINE OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT AFORESAID; THENCE NORTHWESTERLY ALONG THE WEST PROPERTY LINE OF SAID PARCEL 1, 116.51 FEET; THENCE NORTHEASTERLY 157.16 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 1; THENCE SOUTHEASTERLY 282.40 FEET ALONG THE MOST NORTHERLY LINE OF SAID PARCEL 1 (ALSO BEING THE SOUTH PROPERTY LINE OF LOT 2 IN FINAL PLAT OF SUBDIVISION OF 701-747 22ND STREET SUBDIVISION AFORESAID); THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 1,661.83 FEET AND AN ARC DISTANCE OF 70.50 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A CURVE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 767.39 FEET AND AN ARC DISTANCE OF 103.23 FEET; THENCE NORTHEASTERLY ALONG A NORTH PROPERTY LINE OF SAID PARCEL 1 (ALSO BEING THE SOUTH PROPERTY LINE OF LOT 2 IN FINAL PLAT OF SUBDIVISION OF 701-747 22ND STREET SUBDIVISION AFORESAID) 229.59 FEET TO THE SOUTHEAST CORNER THEREOF (ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN SAID FINAL PLAT OF SUBDIVISION OF 701-747 22ND STREET SUBDIVISION AFORESAID); THENCE THE FOLLOWING 10 COURSES, ALL BEING ALONG THE WESTERLY PROPERTY LINES OF SAID LOT 1; 1) NORTHWESTERLY, 326.45 FEET, 2) NORTHWESTERLY 154.85 FEET, 3)NORTHEASTERLY 3.07 FEET, 4) NORTHWESTERLY 122.51 FEET, 5) SOUTHWESTERLY 3.07 FEET, 6) NORTHWESTERLY 32.04 FEET, 7) NORTHWESTERLY 48.33 FEET, 8) NORTHEASTERLY 42.43 FEET, 9) NORTHEASTERLY 34.93 FEET, 10) NORTHEASTERLY 21.85 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 (ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF 22ND STREET); THENCE NORTHWESTERLY, PERPENDICULAR TO THE NORTH LINE OF SAID LOT 1 AND THE SAID SOUTH RIGHT OF WAY LINE OF 22ND STREET 100.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID 22ND STREET; THEN NORTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE 817.98 FEET TO A POINT 100.00 FEET NORTH OF (AS MEASURED PERPENDICULAR TO) THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTHERLY, ALONG A LINE PERPENDICULAR THE AFORESAID NORTH RIGHT OF WAY LINE OF 22ND STREET TO THE NORTHEAST CORNER OF LOT 1, BEING THE AFORESAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS;

ALONG WITH:

PARCEL 1:

LOT 3 IN YORKTOWN COMMONS PHASE 1, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 2016 AS DOCUMENT R2016-093310, ALL IN DUPAGE COUNTY, ILLINOIS.

ALSO

PARCEL 2:

A PARCEL OF LAND DESCRIBED BY BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER, BEING AN ASSESSMENT PLAT OF PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID PLAT OF CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER RECORDED AUGUST 8, 2000 AS DOCUMENT R2000-120890 AND RUNNING THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 1 604.49 FEET TO AN ANGLE POINT; THENCE SOUTHEASTERLY ALONG A NORTHERLY PROPERTY LINE OF SAID LOT 1 400.65 FEET TO THE NORTHWEST CORNER OF PARCEL 1 IN YORKTOWN COMMONS PHASE 1 ASSESSMENT PLAT RECORDED SEPTEMBER 1, 2017 AS DOCUMENT NO. R2017-090478, IN DUPAGE COUNTY, ILLINOIS; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF SAID PARCEL 1 449.16 FEET TO THE NORTHEAST CORNER THEREOF; THENCE THE FOLLOWING 3 COURSES, ALL BEING ALONG PROPERTY LINES OF SAID PARCEL 1, 1) SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 358.05 FEET; 2) THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 198.70 FEET; 3) THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 390.12 FEET TO A POINT ON THE NORTH LINE OF LOT 1 IN FINAL PLAT OF HIGHLAND-YORKTOWN RESUBDIVISION RECORDED OCTOBER 13, 2006 AS DOCUMENT NO. R2006-198283 IN DUPAGE COUNTY, ILLINOIS BEING 460.45 FEET SOUTHEASTERLY OF THE NORTHWEST CORNER THEREOF; THENCE THE FOLLOWING 17 COURSES, ALL BEING ALONG PROPERTY LINES OF SAID LOT 1 IN FINAL PLAT OF HIGHLAND-YORKTOWN RESUBDIVISION, 1) SOUTHEASTERLY ALONG SAID NORTH LINE OF SAID LOT 1 (PER DOC. R2006-198283) 102.15 FEET TO THE MOST NORTHEASTERLY CORNER THEREOF, 2) SOUTHEASTERLY 231.10 FEET TO THE MOST EASTERLY CORNER THEREOF, 3) SOUTHWESTERLY 473.24 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD RIGHT OF WAY, 4) SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE ALSO BEING A SOUTH LINE OF LOT 1 AFORESAID 9.00 FEET, SAID POINT ALSO BEING THE MOST SOUTHEASTERLY CORNER OF LOT 2 IN SAID HIGHLAND-YORKTOWN RESUBDIVISION, 5) NORTHWESTERLY 149.27 FEET ALONG A PROPERTY LINE COMMON TO LOTS 1 AND 2 AFORESAID, 6) SOUTHWESTERLY 367.69 FEET ALONG A PROPERTY LINE COMMON TO SAID LOTS 1 AND 2, 7) SOUTHEASTERLY 149.27 FEET ALONG A PROPERTY LINE COMMON TO SAID LOTS 1 AND 2 TO A POINT ON THE NORTH LINE OF BUTTERFIELD ROAD RIGHT OF WAY, 8) SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD 258.31 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 1, BEING A COMMON PROPERTY CORNER WITH LOT 8 IN YORKTOWN, RECORDED SEPTEMBER 27, 1968 AS DOCUMENT R1968-044972 IN DUPAGE COUNTY, ILLINOIS, 9) NORTHWESTERLY ALONG A PROPERTY LINE COMMON TO LOTS 1 AND LOT 8 (YORKTOWN) 211.36 FEET, 10) NORTHEASTERLY ALONG A PROPERTY LINE COMMON TO SAID LOTS 1 AND 8, 74.59 FEET, 11) THENCE NORTHWESTERLY ALONG A PROPERTY LINE COMMON TO SAID LOTS 1 AND 8, 69.04 FEET TO A POINT OF

CURVATURE, (SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF LOT 2 IN TBA RESUBDIVISION PLAT RECORDED NOVEMBER 13, 2003 AS DOCUMENT R2003-433529, 12) ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET, A CHORD DISTANCE OF 189.018 FEET FOR AN ARC DISTANCE OF 197.835 FEET (ALSO BEING A PROPERTY LINE COMMON WITH SAID LOT 2 TBA RESUBDIVISION), 13) NORTH ALONG A PROPERTY LINE COMMON WITH THE EAST LINE OF SAID LOT 2 (TBA RESUBDIVISION) 145.143 FEET TO A POINT OF CURVATURE, 14) ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET, WHOSE CHORD BEARS NORTHWESTERLY FOR AN ARC DISTANCE OF 39.56 FEET TO A POINT OF COMPOUND CURVATURE, 15) ALONG A CURVE WHOSE CHORD BEARS WEST 91.50 FEET FOR AN ARC DISTANCE OF 92.00 FEET, SAID CURVE BEING A COMMON PROPERTY LINE WITH THE MOST NORTH LINE OF SAID LOT 2 (TBA RESUBDIVISION) TO A POINT OF COMPOUND CURVATURE, 16) ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 105.00 FEET, WHOSE CHORD BEARS SOUTHWESTERLY TO A POINT OF INTERSECTION WITH THE EAST LINE OF HIGHLAND AVENUE RIGHT OF WAY AS TAKEN PER DOCUMENT RECORDED JANUARY 16, 2004 AS NO. R2004-015543, 17) THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID RIGHT OF WAY 31.66 FEET TO THE NORTHEAST CORNER OF SAID RIGHT OF WAY BEING ON A PROPERTY LINE COMMON TO SAID LOT 1 AND THE MOST SOUTHERLY PROPERTY LINE OF PARCEL 1 IN YORKTOWN COMMONS PHASE 1 ASSESSMENT PLAT AFORESAID; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID PARCEL 1 AND THE NORTH LINE OF THE AFORESAID HIGHLAND AVENUE RIGHT OF WAY TAKING 20.02 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE THE FOLLOWING 7 COURSES, ALL BEING ALONG PROPERTY LINES OF SAID PARCEL 1, 1) NORTHWESTERLY 91.21 FEET, 2) SOUTHEASTERLY 47.32 FEET, 3) SOUTHEASTERLY 7.32 FEET TO A POINT OF CURVATURE, 4) ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 105.00 FEET WHOSE CHORD BEARS SOUTHEASTERLY FOR AN ARC DISTANCE OF 56.51 FEET, 5) NORTHEASTERLY 92.00 FEET TO A POINT OF CURVATURE, 6) ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET WHOSE CHORD BEARS NORTHEASTERLY FOR AN ARC DISTANCE OF 39.27 FEET, 7) NORTHWESTERLY 282.62 FEET TO A CORNER OF PARCEL 1, ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN FINAL PLAT OF YORKTOWN-HIGHLAND RESUBDIVISION (DOC. R2006-170876 AFOREMENTIONED), THE PREVIOUS 7 COURSES ALL BEING COMMON PROPERTY LINES WITH LOT 1 IN SAID FINAL PLAT OF YORKTOWN-HIGHLAND RESUBDIVISION (DOC. R2006-170876), AND SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER PER DOCUMENT R2000-120890 AFOREMENTIONED; THENCE ALONG THE FOLLOWING 9 COURSES, ALL BEING PROPERTY LINES OF SAID LOT 1 (DOC. R2000-120890), 1) NORTHWESTERLY 352.27 FEET TO A POINT OF CURVATURE, 2) ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET WHOSE CHORD BEARS NORTHWESTERLY 35.36 FEET, AN ARC DISTANCE OF 39.27 FEET, 3) SOUTHWESTERLY 114.00 FEET TO A POINT OF CURVATURE, 4) ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 77.00 FEET, WHOSE CHORD BEARS SOUTHWESTERLY 75.83 FEET, AN ARC DISTANCE OF 79.29 FEET (PREVIOUS 4 COURSES ALL BEING PROPERTY LINES COMMON TO LOT 3 IN SAID CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER), 5) NORTHWESTERLY ALONG THE MOST WESTERLY LINE OF SAID LOT 1 (ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF HIGHLAND AVENUE RIGHT OF WAY) 119.32 FEET TO A POINT OF CURVATURE, 6) ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 90.00 FEET, WHOSE CHORD BEARS

SOUTHEASTERLY 73.51 FEET AN ARC DISTANCE OF 75.72 FEET 7) NORTHEASTERLY 114.00 FEET TO A POINT OF CURVATURE, 8) ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET, WHOSE CHORD BEARS NORTHEASTERLY 35.36 FEET AN ARC DISTANCE OF 39.27 FEET, 9) NORTHWESTERLY 448.23 FEET TO THE POINT OF BEGINNING (PREVIOUS 4 COURSES ALL BEING PROPERTY LINES COMMON TO LOT 2 IN SAID CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER), ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND DESCRIBED BY BEGINNING AT A POINT ON THE MOST WESTERLY LOT LINE OF LOT 1 IN CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER, BEING AN ASSESSMENT PLAT OF PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID PLAT OF CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER RECORDED AUGUST 8, 2000 AS DOCUMENT R2000-120890, SAID POINT BEING THE MOST SOUTHERLY CORNER OF SAID WESTERLY LOT LINE AND RUNNING THENCE NORTHEASTERLY ALONG SAID WEST LINE OF SAID LOT 1 119.32 FEET; THENCE NORTHWESTERLY 2.31 FEET TO A POINT BEING A COMMON CORNER WITH LOT 2 OF SAID CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER; THENCE CONTINUING NORTHWESTERLY ALONG A SOUTHWESTERLY LINE OF SAID LOT 2 12.45 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HIGHLAND AVENUE AS SHOWN PER DOCUMENT R2000-120890 AFORESAID; THENCE WESTERLY PERPENDICULAR TO THE WEST LINE OF SAID LOT 2 ACROSS THE FULL RIGHT OF WAY OF HIGHLAND AVENUE TO THE WEST LINE OF SAID RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO THE AFORESAID MOST WESTERLY PROPERTY LINE OF LOT 1 IN CARSON'S ASSESSMENT PLAT, SAID PERPENDICULAR LINE BEING DRAWN FROM THE AFORESAID MOST SOUTHERLY CORNER OF THE MOST WESTERLY PROPERTY LINE OF LOT 1; THENCE EASTERLY ALONG SAID PERPENDICULAR LINE TO THE AFORESAID MOST SOUTHERLY CORNER OF THE MOST WESTERLY PROPERTY LINE OF LOT 1, BEING ALSO THE POINT OF BEGINNING, IN DUPAGE COUNTY ILLINOIS.

PARCEL 4:

A PARCEL OF LAND DESCRIBED BY BEGINNING AT A POINT BEING THE NORTHEAST CORNER OF A PARCEL OF LAND DEDICATED FOR HIGHLAND AVENUE RIGHT OF WAY PER DOCUMENT NO. R2004-015543, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THE MOST WESTERLY PROPERTY LINE OF LOT 1 IN FINAL PLAT OF HIGHLAND-YORKTOWN RESUBDIVISION PER DOCUMENT R 2006-198283 AND RUNNING THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID DEDICATION 62.79 FEET; THENCE SOUTHWESTERLY 28.28 FEET ALONG THE SOUTHERLY LINE OF SAID TAKING TO THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING A POINT ON THE MOST WESTERLY PROPERTY LINE OF LOT 2 IN TBA RESUBDIVISION PLAT PER DOCUMENT R2003-433529; THENCE WESTERLY PERPENDICULAR TO THE MOST WESTERLY PROPERTY LINE OF LOT 2 AFORESAID ACROSS THE FULL RIGHT OF WAY OF HIGHLAND AVENUE TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HIGHLAND AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO A WESTERLY PROPERTY LINE OF PARCEL 1 IN YORKTOWN COMMONS PHASE 1 ASSESSMENT PLAT PER DOCUMENT R2017-090478, SAID PERPENDICULAR LINE BEING DRAWN FROM THE MOST NORTHERLY CORNER OF THE MOST WESTERLY PROPERTY LINE OF SAID PARCEL 1; THENCE SOUTHWESTERLY ALONG SAID MOST WESTERLY PROPERTY LINE

91.21 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DEDICATED FOR HIGHLAND AVENUE RIGHT OF WAY PER DOCUMENT R2004-015543 AFORESAID; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID DEDICATION (ALSO BEING ALONG THE MOST SOUTHERLY LINE OF SAID PARCEL 1) 20.02 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 5:

A PARCEL OF LAND DESCRIBED BY BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF LOT 1 IN HIGHLAND YORKTOWN RESUBDIVISION PER DOCUMENT R2006-198283 AND RUNNING SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF A 211.36 FOOT LONG PROPERTY LINE COMMON TO LOT 1 AFORESAID AND LOT 8 IN YORKTOWN PER DOCUMENT R1968-044972 TO THE CENTERLINE OF BUTTERFIELD ROAD RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID CENTERLINE FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF A PROPERTY LINE BEING 149.27 FEET LONG AND COMMON TO LOT 1 AFORESAID WITH THE SOUTHWESTERLY LINE OF LOT 2 IN HIGHLAND YORKTOWN RESUBDIVISION AFORESAID; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 2 (ALSO BEING A CORNER COMMON TO LOT 1 AFORESAID), IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 06-29-101-037, 06-29-101-038, 06-29-101-043, 06-29-101-044,
06-29-101-046, 06-29-101-047, 06-29-101-048, 06-29-101-049,
06-29-200-051, 06-29-200-052, 06-29-200-053, 06-29-200-056,
06-29-200-057, 06-29-200-059 and 06-29-301-014.

Common Boundary Description: The area generally bounded by: 22nd Street on the North; the West line of the Fountain Square development on the East; Butterfield Road on the South; and Highland Avenue on the West; exclusive of: the 701 East 22nd Street office building; Target, 1, 3, 55, 80, 84, 85, 87, 90, 92, 94, 96 and 145 Yorktown Shopping Center; the multi-family residential and vacant properties located North of the East/West portion of Yorktown Mall Drive; the Boeger Cemetery property located along the North side of Butterfield Road, South of 145 Yorktown Shopping Center; and the 700 and 720 East Butterfield Road office buildings; in Lombard, Illinois.

Exhibit A-2

Redevelopment Project Area for the Lombard Butterfield-Yorktown Tax Increment Financing District

Depiction

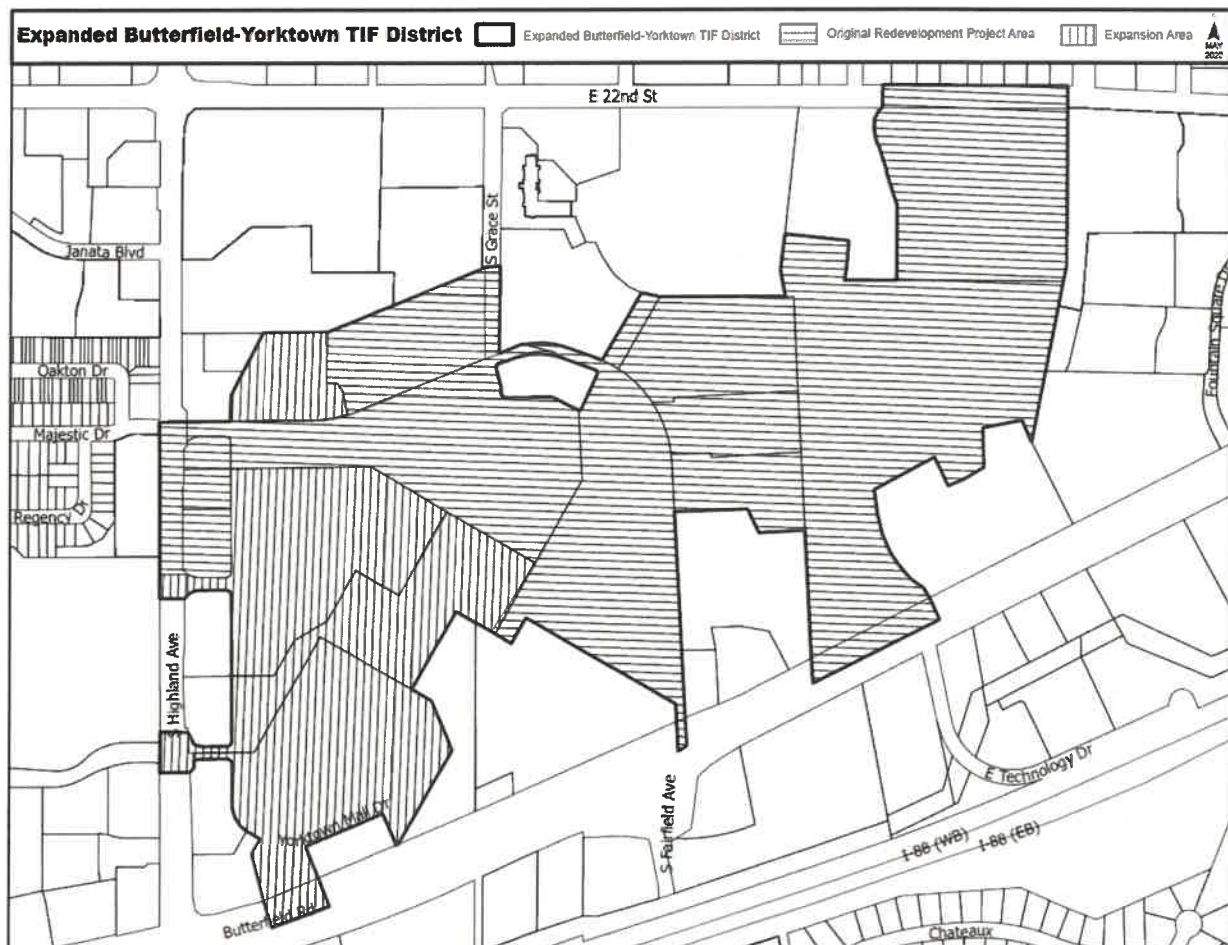


Exhibit B-1

Butterfield Road/Yorktown Business District No. 2

Legal Description

Legal Description:

A PARCEL OF LAND IN THE NORTH HALF OF THE EAST HALF OF SECTION 29, AND THE EAST HALF OF THE WEST HALF OF SECTION 29, BOTH IN TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN FINAL PLAT OF SUBDIVISION OF 701-747 22ND STREET SUBDIVISION, RECORDED APRIL 5, 2010 AS DOCUMENT R2010-043541 AND RUNNING THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID LOT 1 686.60 FEET TO AN ANGLE POINT; THENCE SOUTHWESTERLY ALONG THE MOST SOUTHEASTERLY LINE OF SAID LOT 1, 69.66 FEET TO THE SOUTHEAST CORNER THEREOF, ALSO BEING THE NORTHEAST CORNER OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT RECORDED AUGUST 28, 2007 AS DOCUMENT R2007-159301; CONTINUING THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID PARCEL 1 PER DOCUMENT R2007-159301, 717.65 FEET; THENCE ALONG THE SOUTHERN BOUNDARY LINES OF SAID PARCEL 1 THE FOLLOWING 7 COURSES; 1) NORTHWESTERLY 93.42 FEET, 2) SOUTHWESTERLY 173.27 FEET, 3) SOUTHEASTERLY 186.14 FEET, 4) SOUTHWESTERLY 107.62 FEET, 5) SOUTHWESTERLY 67.48 FEET, 6) NORTHWESTERLY 138.83 FEET, 7) SOUTHWESTERLY 300.00 FEET; THENCE SOUTHEASTERLY 104.26 FEET TO A POINT OF CURVATURE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 591.66 FEET, AND AN ARC DISTANCE OF 93.90 FEET TO A POINT OF COMPOUND CURVATURE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 402.98 FEET, AND AN ARC DISTANCE OF 116.05 FEET TO A POINT OF COMPOUND CURVATURE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 683.51 FEET AND AN ARC DISTANCE OF 95.44 FEET TO A POINT OF COMPOUND CURVATURE, HAVING A RADIUS OF 198.74 FEET AND AN ARC DISTANCE OF 64.17 FEET TO A POINT OF REVERSE CURVATURE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 121.91 FEET AND AN ARC DISTANCE OF 74.06 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID PARCEL 1 PER DOCUMENT R2007-159301, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROUTE 56, BUTTERFIELD ROAD; THENCE SOUTHEASTERLY ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF PARCEL 1 AFORESAID (ALSO BEING THE NORTH LINE OF BUTTERFIELD ROAD-F.A. RTE. 131, ST. RT. 56) 200.00 FEET TO THE SOUTH LINE OF SAID BUTTERFIELD ROAD RIGHT OF WAY AS DEDICATED PER DOCUMENT 381698 AND 387284; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE TO A POINT OF INTERSECTION WITH THE EAST LINE OF LOT 1 IN SAM'S CLUB RESUBDIVISION RECORDED SEPTEMBER 7, 2017 AS DOCUMENT R2017-092244; THENCE SOUTHEASTERLY ALONG THE AFORESAID EAST LINE OF LOT 1 610.21 FEET TO THE SOUTHEAST CORNER THEREOF, BEING ALSO THE NORTHEAST CORNER OF LOT 6 IN NORTHERN ILLINOIS GAS COMPANY YORK TOWNSHIP ASSESSMENT PLAT NO. 1 AS MONUMENTED AND DELINEATED ON SAID SAM'S CLUB RESUBDIVISION; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF THE AFORESAID EAST LINE OF LOT 1 IN SAM'S CLUB RESUBDIVISION A DISTANCE OF 83.57 FEET TO

THE NORTH LINE OF INTERSTATE 88 (ILLINOIS TOLL HIGHWAY) AS MONUMENTED AND DELINEATED ON SAID SAM'S CLUB RESUBDIVISION, ALSO BEING THE SOUTH LINE OF SAID LOT 6 IN NORTHERN ILLINOIS GAS COMPANY YORK TOWNSHIP ASSESSMENT PLAT NO. 1 AFORESAID; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE OF INTERSTATE 88 AND SOUTH LINE OF LOT 6 AFORESAID, BEING THE ARC OF CURVE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 11334.19 FEET, WHOSE CHORD BEARS SOUTH 68 DEGREES 47 MINUTES 10 SECONDS WEST A DISTANCE OF 342.77 FEET FOR AN ARC DISTANCE OF 342.78 FEET; CONTINUING THENCE SOUTHWESTERLY ALONG SAID NORTH LINE OF INTERSTATE 88 AND SOUTH LINE OF LOT 6, 674.18 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF VACATED FAIRFIELD AVENUE (PER DOCUMENT R1971-061911); THENCE NORTHWESTERLY ALONG A PROPERTY LINE OF SAID LOT 6 IN NORTHERN ILLINOIS GAS COMPANY YORK TOWNSHIP ASSESSMENT PLAT NO. 1 AFORESAID 26.29 FEET; CONTINUING THENCE SOUTHWESTERLY ALONG A SOUTH PROPERTY LINE OF LOT 6 AFORESAID TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE MOST EASTERLY LINE OF LOT 1 IN WINDY HILL ACRES RECORDED FEBRUARY 18, 1958 AS DOCUMENT R1958-871168; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION, ALSO BEING THE WEST LINE OF LOT 6 AFORESAID, ALSO BEING THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 29 AFORESAID AND THE WEST LINE OF A 33 FOOT EASEMENT FOR PUBLIC ROAD DEDICATED PER DOCUMENT R1954-741488 AND SHOWN AS GILMORE STREET PER DOCUMENT R1958-871168, 86.75 FEET TO THE ORIGINALLY PLATTED MOST SOUTHEASTERLY CORNER OF SAID LOT 1 IN WINDY HILL ACRES; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF AFORESAID LOT 6 (NORTHERN ILLINOIS GAS COMPANY TOWNSHIP ASSESSMENT PLAT NO. 1), ALSO BEING THE SOUTHWESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN FINAL PLAT OF INSITE LOMBARD (BFIELD), LLC PER DOCUMENT R2008-105880, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 349.50 FEET TO THE SOUTH LINE OF F.A. ROUTE 131 (BUTTERFIELD ROAD); THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF F.A. ROUTE 131 TO THE NORTHEAST CORNER OF PARCEL ONE OF ARLEY BOZICNIK PLAT OF SURVEY RECORDED OCTOBER 15, 1954 AS DOCUMENT R1954-733706 (BEING A POINT OF INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 29 AFORESAID AND THE SOUTH LINE OF ILLINOIS ROUTE 56 (BUTTERFIELD ROAD) AS SHOWN ON AFORESAID PLAT OF HIGHWAYS DOCUMENT R1988-023382 (SAID SOUTH LINE OF BUTTERFIELD ROAD AS TAKEN PER DOCUMENT R1968-049027 FROM SAID PARCEL ONE); THENCE NORTHWESTERLY PERPENDICULAR TO THE SAID SOUTH LINE OF BUTTERFIELD ROAD TO THE NORTH LINE OF SAID BUTTERFIELD ROAD RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID NORTH LINE OF THE BUTTERFIELD ROAD RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE AFORESAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 29 (ALSO BEING THE SOUTHWEST CORNER OF TAX PARCEL NUMBER 06-29-400-001 SHOWN ON YORKTOWN, DOCUMENT NO. R1968-044972 AS "CEMETERY" PARCEL); CONTINUING THENCE NORTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE, 990.79 FEET, MORE OR LESS, TO THE MOST SOUTHEASTERLY CORNER OF PARCEL 2 IN YORKTOWN COMMONS PHASE 1 ASSESSMENT PLAT RECORDED SEPTEMBER 1, 2017 AS DOCUMENT R2017-090478, ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN THE RESUBDIVISION OF LOT 5 OF YORKTOWN PER DOCUMENT RECORDED AUGUST 4, 1971 AS DOCUMENT NO. R1971-037779; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID LOT 1 (PER DOCUMENT R1971-037779) 295.00 FEET; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 1, 150.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTHWESTERLY 212.19 FEET TO A POINT

OF INTERSECTION WITH A LINE BEING 30 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 1 IN RESUBDIVISION OF LOT 1 IN PEHRSON SECOND RESUBDIVISION PER DOCUMENT R2015-128216; THENCE NORTHWESTERLY 165.00 FEET ALONG SAID PARALLEL LINE; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 85.00 FEET; THENCE SOUTHEASTERLY ALONG A LINE 50 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LOT 1 (PER DOCUMENT R2015-128216) AFORESAID, 149.12 FEET; THENCE SOUTH 38 DEGREES 25 MINUTES 42 SECONDS WEST (DEED, 44 SECONDS WEST CALC.) 604.76 FEET; THENCE SOUTH 66 DEGREES 33 MINUTES 07 SECONDS WEST, 515.96 FEET; THENCE SOUTHWESTERLY, 189.32 FEET (DEED, CALC.=190.92 FEET) TO A POINT ON THE MOST SOUTHWESTERLY LINE OF LOT 6 IN YORKTOWN (PER DOCUMENT R1968-044972) AFORESAID; THENCE NORTHEASTERLY ALONG MOST SOUTHWESTERLY LINE OF LOT 6 AFORESAID, 156.59 FEET TO A PROPERTY CORNER THEREOF, ALSO BEING A PROPERTY CORNER IN COMMON WITH LOT 1 OF HIGHLAND-YORKTOWN RESUBDIVISION RECORDED AS DOCUMENT R2006-198283; THENCE NORTHWESTERLY ALONG A SOUTHWESTERLY LINE OF LOT 6 AFORESAID, 231.096 FEET TO ANOTHER CORNER OF SAID LOT 6, ALSO IN COMMON WITH LOT 1 (PER DOC. R2006-198283, 231.10 FEET); THENCE NORTHWESTERLY ALONG A LINE COMMON TO SAID LOT 6 AND LOT 1, 102.16 FEET TO A POINT ON THE MOST NORTHWESTERLY PROPERTY LINE OF SAID LOT 6; THENCE NORTHEASTERLY ALONG SAID PROPERTY LINE (ALSO BEING A COMMON PROPERTY LINE WITH PARCEL 2 IN YORKTOWN COMMONS PHASE 1 ASSESSMENT PLAT PER DOCUMENT R2017-090478), 147.40 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 17.93 FEET (DEED, CALC. = 17.29 FEET), THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 65.00 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 451.59 FEET TO A POINT ON A NORTHWESTERLY PROPERTY LINE OF SAID PARCEL 1 PER DOCUMENT R2017-090478; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE 138.17 FEET TO AN ANGLE POINT; THENCE SOUTHWESTERLY ALONG A NORTHWESTERLY PROPERTY LINE OF SAID PARCEL 1, 165.00 FEET; THENCE NORTHWESTERLY, 240.24 FEET TO A POINT OF INTERSECTION WITH A LINE BEING 40 FEET EAST OF AND PARALLEL WITH THE EAST LINES OF LOTS 2 AND 3 IN CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER PER DOCUMENT R2000-120890; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE, 680.98 FEET TO A POINT OF CURVATURE; THENCE 36.54 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 210.00 FEET; WHOSE CHORD BEARS NORTHEASTERLY 36.496 FEET TO A POINT ON THE NORTH LINE OF LOT 1 IN SAID CARSON'S ASSESSMENT PLAT; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE, 561.13 FEET TO AN ANGLE POINT; THENCE SOUTHEASTERLY ALONG A NORTH LINE OF SAID LOT 1, 70.00 FEET; THENCE NORTHWESTERLY, 296.83 FEET (MORE OR LESS) TO A POINT OF CURVATURE IN THE NORTH LINE OF PARCEL 2 PER HIGHLAND AVENUE ASSESSMENT PLAT PER DOCUMENT R2012-012175 (SAID POINT ALSO BEING ON THE SOUTH LINE OF LOT 4 IN FINAL PLAT OF SUBDIVISION OF YORKTOWN COMMONS PHASE 1 PER DOCUMENT R2016-093310); THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 4 PER DOCUMENT R2016-093310 , 189.38 FEET, BEING THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 500.00 FEET, WHOSE CHORD BEARS SOUTHWESTERLY, 188.25 FEET (MORE OR LESS) TO A POINT OF TANGENCY ON THE SOUTH LINE OF LOT 3 IN SAID FINAL PLAT OF SUBDIVISION OF YORKTOWN COMMONS PHASE 1 AFORESAID; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE OF LOT 3 (ALSO BEING THE NORTH LINE OF PARCEL 2 PER DOCUMENT R2012-012175 AFORESAID), 558.702 FEET TO A POINT OF INTERSECTION WITH A LINE BEING 13.00 FEET EAST OF AND PARALLEL WITH THE

EAST LINE OF HIGHLAND AVENUE AS DEDICATED PER DOCUMENT NO. R68-10770 (SAID POINT BEING THE SOUTHEAST CORNER OF PROPERTY DESCRIBED AS EXCEPTION TO LOT 1 OF PEHRSON'S RESUBDIVISION (RECORDED AS DOCUMENT R1975-052797) PER DEED RECORDED AS R2017-010084 (AND OTHERS); THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID EXCEPTION PARCEL, BEING A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1,, 47.30 FEET; THENCE NORTHWESTERLY, 28.28 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, BEING 67.26 FEET NORTH OF (MEASURED ALONG THE WEST LINE THEREOF) THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING NORTHWESTERLY ALONG SAID WEST LINE, 319.173 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE NORTH LINES OF LOTS 1 AND 2 IN SAID PEHRSON'S RESUBDIVISION 360.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 (SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 3 IN FINAL PLAT OF SUBDIVISION YORKTOWN COMMONS PHASE 1, PER DOCUMENT R2016-093310 AFOREMENTIONED); THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 3 PER DOCUMENT R2016-093310, 281.24 FEET TO THE NORTHEAST CORNER THEREOF, ALSO BEING THE NORTHWEST CORNER OF LOT 4 IN SAID FINAL PLAT OF SUBDIVISION; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 4, 742.45 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF 67.00 FOOT WIDE SOUTH GRACE STREET RIGHT OF WAY AS DEDICATED PER DOCUMENT R1972-057164; THENCE NORTHEASTERLY ALONG THE EASTERLY PROLONGATION OF THE SAID NORTH LINE OF LOT 4 TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID SOUTH GRACE STREET RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE NORTH LINE OF A 30 FOOT EASEMENT FOR UNDERGROUND UTILITIES PER DOCUMENT R1968-045002, ALSO BEING THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 4 IN FINAL PLAT OF SUBDIVISION OF YORKTOWN COMMONS PHASE 1 AFORESAID; THENCE SOUTHWESTERLY TO A POINT OF CURVATURE, BEING THE NORTHWESTERLY CORNER OF LOT 2 IN SAID FINAL PLAT OF SUBDIVISION OF YORKTOWN COMMONS PHASE 1; THENCE CONTINUING THE FOLLOWING SEVEN (7) COURSES, ALL BEING ALONG PROPERTY LINES OF SAID LOT 2, 1) 30.17 FEET, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 20.00 FEET WHOSE CHORD BEARS SOUTH 25 DEGREES 50 MINUTES 49 MINUTES WEST, 2) SOUTH 17 DEGREES 21 MINUTES 56 SECONDS EAST, 83.14 FEET; 3) SOUTH 02 DEGREES 39 MINUTES 50 SECONDS EAST, 26.41 FEET TO A POINT OF CURVATURE, 4) 28.09 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 18.00 FEET, WHOSE CHORD BEARS SOUTH 47 DEGREES 22 MINUTES 03 SECONDS EAST, 5) NORTH 87 DEGREES 55 MINUTES 45 SECONDS EAST, 209.84 FEET, 6) SOUTH 65 DEGREES 23 MINUTES 09 SECONDS EAST, 127.04 FEET, 7) NORTH 27 DEGREES 57 MINUTES 54 SECONDS EAST, 171.44 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE TO A POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 1 IN SAID FINAL PLAT OF SUBDIVISION OF YORKTOWN COMMONS PHASE 1; CONTINUING THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 1, 290.74 FEET (MORE OR LESS PER DOCUMENT R1995-162762), BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 518.00 FEET TO A POINT OF INTERSECTION WITH THE MOST WESTERLY NORTH PROPERTY CORNER OF LOT 5 IN YORKTOWN PERIPHERAL/TARGET SUBDIVISION PER DOCUMENT R1995-162762; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHERLY PROPERTY LINES OF SAID LOT 5, 1) NORTHEASTERLY, 94.59 FEET, 2) NORTHWESTERLY 13.00 FEET, 3) NORTHEASTERLY 543.37 FEET TO THE NORTHEAST CORNER THEREOF (SAID POINT

ALSO BEING ON A WEST PROPERTY LINE OF PARCEL 1 OF NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT PER DOCUMENT R2007-159301 AND THE SOUTHEAST CORNER OF LOT 2 IN YORKTOWN PERIPHERAL/TARGET SUBDIVISION AFOREMENTIONED; THENCE NORTHWESTERLY 160.75 FEET ALONG THE PROPERTY LINE COMMON TO SAID YORKTOWN PERIPHERAL/TARGET SUBDIVISION AND THE NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT TO AN ANGLE POINT; THENCE NORTHWESTERLY ALONG SAID COMMON LINE, 251.35 FEET TO AN ANGLE POINT; THENCE SOUTHWESTERLY, 36.67 FEET TO A POINT ON A WESTERLY PROPERTY LINE OF SAID PARCEL 1 IN SAID ASSESSMENT PLAT; THENCE NORTHWESTERLY ALONG SAID WESTERLY PROPERTY LINE, 116.51 FEET TO AN ANGLE POINT; THENCE NORTHEASTERLY ALONG A WESTERLY PROPERTY LINE OF SAID PARCEL 1, 157.16 FEET TO THE MOST NORTHWESTERLY CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE MOST NORTHERLY LINE OF SAID PARCEL 2, 282.40 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 70.50 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1,661.83 FEET , WHOSE CHORD BEARS SOUTHWESTERLY TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY 103.23 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 767.39 FEET, WHOSE CHORD BEARS SOUTHWESTERLY TO A POINT OF INTERSECTION WITH A NORTH PROPERTY LINE OF SAID PARCEL 1 (ALL CURVE INFORMATION PER SAID ASSESSMENT PLAT), SAID POINT OF INTERSECTION ALSO BEING THE MOST SOUTHERLY LINE OF LOT 2 IN 701-747 22ND STREET SUBDIVISION PER DOCUMENT R2010-043541; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF SAID LOT 2, 229.59 FEET TO THE SOUTHEAST CORNER THEREOF, ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN SAID 701-747 22ND STREET SUBDIVISION; THENCE THE FOLLOWING TEN (10) COURSES, ALL ALONG THE MOST WESTERLY PROPERTY LINES OF SAID LOT 1, 1) NORTHWESTERLY, 326.45 FEET, 2) NORTHWESTERLY 154.85 FEET, 3)NORTHEASTERLY 3.07 FEET, 4) NORTHWESTERLY 122.51 FEET, 5) SOUTHWESTERLY 3.07 FEET, 6) NORTHWESTERLY 32.04 FEET, 7) NORTHWESTERLY 48.33 FEET, 8) NORTHEASTERLY 42.43 FEET, 9) NORTHEASTERLY 34.93 FEET, 10) NORTHEASTERLY 21.85 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 (ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF 22ND STREET); THENCE NORTHWESTERLY, PERPENDICULAR TO THE NORTH LINE OF SAID LOT 1 AND THE SAID SOUTH RIGHT OF WAY LINE OF 22ND STREET 100.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID 22ND STREET; THEN NORTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE 817.98 FEET TO A POINT 100.00 FEET NORTH OF (AS MEASURED PERPENDICULAR TO) THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTHERLY, ALONG A LINE PERPENDICULAR TO THE AFORESAID NORTH RIGHT OF WAY LINE OF 22ND STREET TO THE NORTHEAST CORNER OF LOT 1, BEING THE AFORESAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

<u>P.I.N.</u>	<u>Common Address</u>	
06-29-101-019	3 Yorktown Center	Lombard, Illinois 60148
06-29-101-035	1 Yorktown Center	Lombard, Illinois 60148
06-29-101-038	230 Yorktown Center	Lombard, Illinois 60148
06-29-101-044	175 Yorktown Center	Lombard, Illinois 60148
06-29-101-046	2 Yorktown Center	Lombard, Illinois 60148
06-29-101-047	20 Yorktown Center	Lombard, Illinois 60148
06-29-101-048	203 Yorktown Center	Lombard, Illinois 60148
06-29-101-049	155 Yorktown Center	Lombard, Illinois 60148
06-29-200-017	85 Yorktown Center	Lombard, Illinois 60148

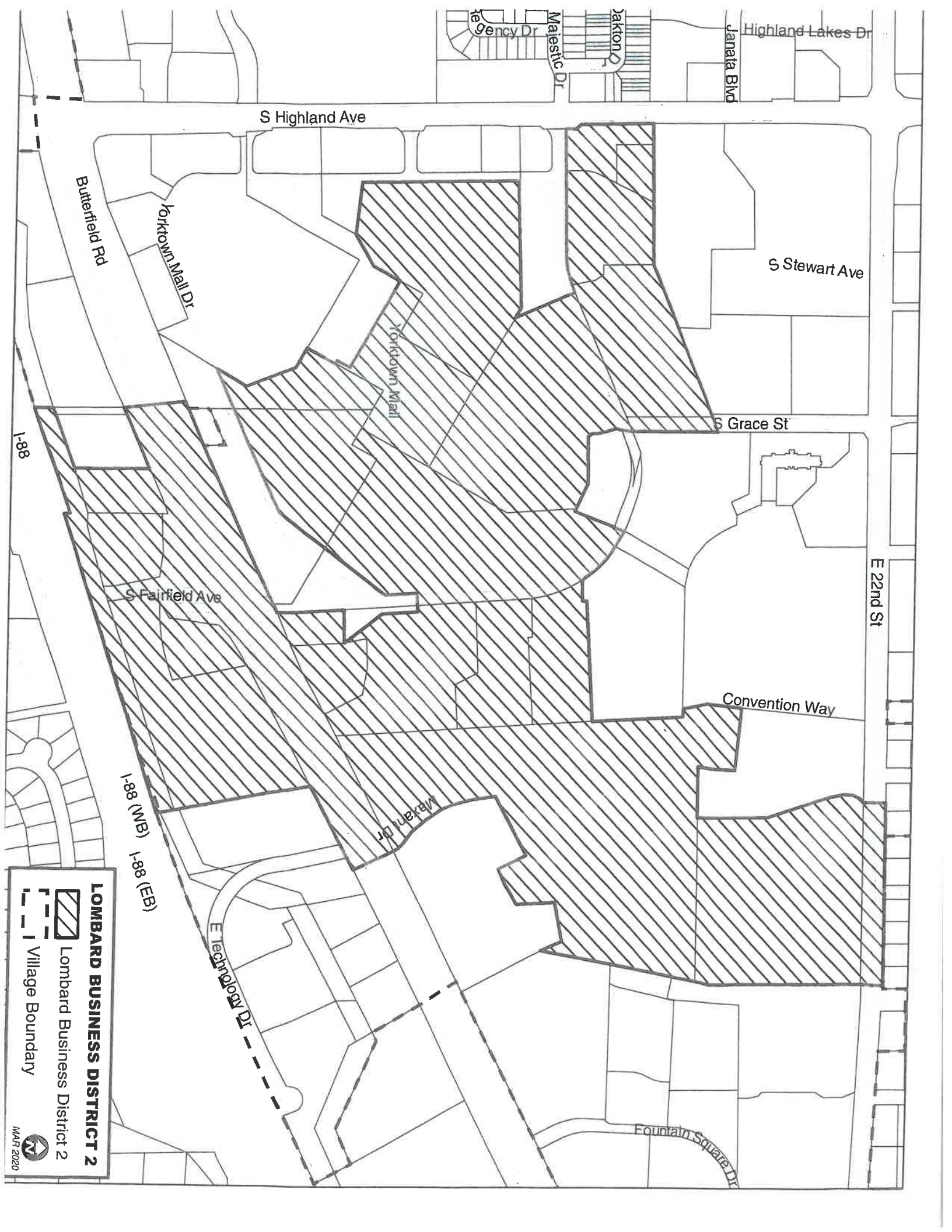
06-29-200-051	72 Yorktown Center	Lombard, Illinois 60148
06-29-200-052	78 Yorktown Center	Lombard, Illinois 60148
06-29-200-056	610-690 E. Butterfield Rd.	Lombard, Illinois 60148
06-29-200-059	747 E. 22nd St.	Lombard, Illinois 60148
06-29-200-061	80 Yorktown Center	Lombard, Illinois 60148
06-29-200-062	84 Yorktown Center	Lombard, Illinois 60148
06-29-301-008	145 Yorktown Center	Lombard, Illinois 60148
06-29-400-002	145 Yorktown Center	Lombard, Illinois 60148
06-29-401-007	477 E. Butterfield Rd.	Lombard, Illinois 60148
06-29-401-012	455 E. Butterfield Rd.	Lombard, Illinois 60148
06-29-402-016	555 E. Butterfield Rd.	Lombard, Illinois 60148
06-29-402-022	2900 S. Fairfield Ave.	Lombard, Illinois 60148
06-29-402-032	601 E. Butterfield Rd.	Lombard, Illinois 60148

Exhibit B-2

Butterfield Road/Yorktown Business District No. 2

Depiction

(attached)



Agency Dr
 Majestic Dr
 Jackson
 Janata Blvd
 Highland Lakes Dr
 S Highland Ave
 Butterfield Rd
 Yorktown Mall Dr
 Yorktown Mall
 S Stewart Ave
 S Grace St
 S Fairfield Ave
 E 22nd St
 Convention Way
 Maran Dr
 I-88 (WB)
 I-88 (EB)
 E Technology Dr
 Fountain Square Dr

LOMBARD BUSINESS DISTRICT 2

 Lombard Business District 2

 Village Boundary

MAR 2020

Exhibit C

**Legal Description
of the Property**

Parcel 1 in Northern Baptist Theological Seminary Assessment Plat of Lot 1 in the Resubdivision of Northern Baptist Theological Seminary Subdivision, being a Subdivision of part of the Northeast quarter of Section 29, Township 39 North, Range 11 East of the Third Principal Meridian, according to said Assessment Plat recorded August 28, 2007, as Document R2007-159301, in DuPage County Illinois.

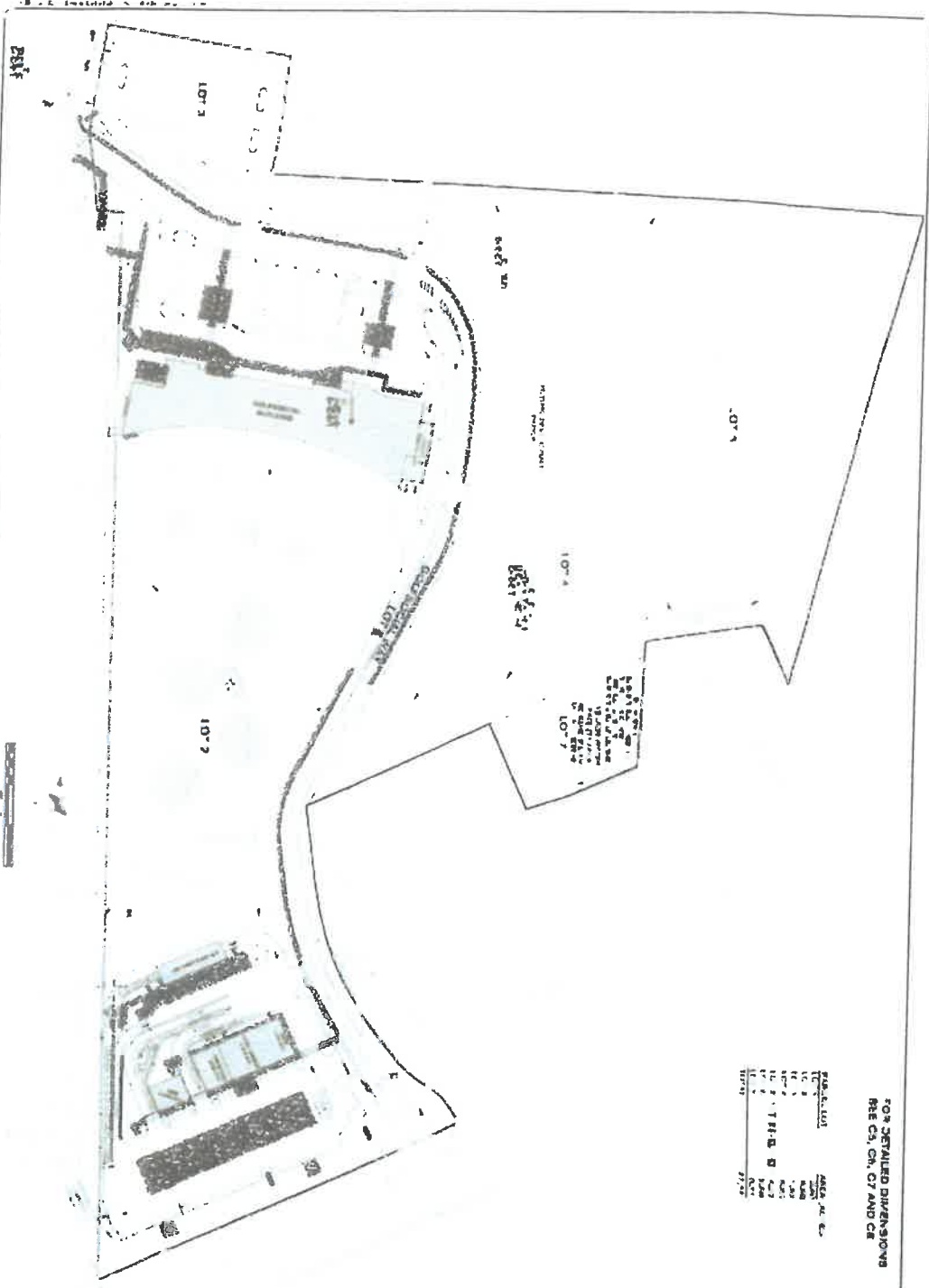
P.I.N.: 06-29-200-056

Common Address: 600-690 East Butterfield Road, Lombard, Illinois

Exhibit D-1

Site Plan for the Project

(attached)



FOR DETAILED DIMENSIONS
SEE C1, C11, C17 AND C18

SECTION	AREA IN SQ. FT.
LOT 1	1,234
LOT 2	1,567
LOT 3	2,345
LOT 4	3,456
LOT 5	4,567
TOTAL	13,169

DATE	10/15/2010
BY	CELTD
PROJECT	GOLFSOCIAL - LOMBARD
SHEET NO.	1
TOTAL SHEETS	1

CELTD

GOLFSOCIAL - LOMBARD
 600 E. BUTTERFIELD ROAD
 LOMBARD, IL
GOLFSOCIAL - LOMBARD OVERALL SITE PLAN

DATE	10/15/2010
BY	CELTD
PROJECT	GOLFSOCIAL - LOMBARD
SHEET NO.	1
TOTAL SHEETS	1

PRELIMINARY PLAN. PLEASE REFER TO THE FINAL CONTRACT DOCUMENTS FOR THE MOST CURRENT INFORMATION.

Exhibit D-2

Detailed Description of the Project

(attached)



July 17, 2020
Revised September 11, 2020
Revised September 28, 2020

GolfSocial Lombard - NARRATIVE DESCRIPTION

EXISTING ZONING: OPD

PROPOSED ZONING: PD with Underlying B3

for

PINs: 06-29-200-056

A Zoning Map Amendment from OPD to B3 is being requested. A Planned Development (PD) will overlay the underlying zoning.

Developer Information:

Hoffman 600 Lombard LLC (owner)
With the Hoffmann Alpha Omega Development Group LLC
2330 Hammond Drive Suite G
Schaumburg, IL 60173

Hoffmann Alpha Omega Development Group LLC principals have been developing, owning and operating successful businesses across the Chicago Metropolitan area for nearly 50 years. Their experience includes development of restaurants, nightclubs, gas station / convenience stores, industrial and retail projects. Their entrepreneurial, yet disciplined hands-on team approaches each and every project as a unique dynamic investment. The company's professionals have expertise in every stage of development projects; site selection, acquisition, zoning and entitlement, financing, leasing, project management, construction, property management and operations; they have a keen sense of understanding how each stage impacts the ultimate success of a development.

Feasibility is key to considering development opportunities. Factors such as tenant mix, competition, market and site conditions, access, soils and environmental are all analyzed before proceeding. This approach has allowed Hoffmann Alpha Omega Development Group LLC to work with clients such as Apple, McDonalds, Chipotle, White Castle, Chase, CVS, Bank of America, Portillo's, AT&T, Checker's Restaurants and 7-Eleven.

Fred Hoffmann, the managing member of Hoffmann Alpha Omega Development Group LLC is also the owner of Ala Carte Entertainment (A.C.E). A.C.E. was founded in 1970 when it began with a single location called the Snuggery. Today, nearly 50 years later, Mr. Hoffmann and his son Mark have overseen thousands of employees at restaurants and nightclubs in the Chicagoland area including Finn McCool's, Famous Freddie's Roadhouse, Lion Head, Lucky Star, Sweet Caroline's Carb-n-Que, the Apartment, Excalibur and Moretti's Ristorante and Pizzeria.

Proposed Development:

The subject property is a 27.55 acre parcel bounded on the west by the AMC Movie Theater, the Westin Hotel and Target, on the north by the 747 Office Development, on the south by Butterfield Road and the Waste Management Offices, and on the east by the Fountain Square shopping center. A Chick fil-A Restaurant and an Embassy Suites hotel are located across Butterfield Road. The subject property is in the immediate vicinity of a number of other hotels, restaurants, office buildings and shopping centers. The closest residential neighborhood is located north of 22nd Street.

The previous use of the subject property was Institutional. The Northern Baptist Theological Seminary's Lombard campus opened in the 1960's. In 2017, after more than 50 years, the Lombard campus closed and Northern moved its main campus to a state-of-the-art facility in Lisle, IL, opened a site on the south side of Chicago, and expanded its live-streaming programs. The property was then put on the market to be sold. Currently, the vacated buildings located on the property include the main multistory seminary building, a one-story conference center structure, and various dormitory buildings ranging from two (2) to seven (7) stories in height, all of which have been abandoned.

The Village of Lombard's 2014 Comprehensive Plan identifies the use for the property as Institutional. However, since 2017, when the Northern Baptist Theological Seminary relocated its main campus and put the property on the market to be sold, the property and buildings have remained vacant. The possibility of a new institutional user purchasing this property for Institutional use is remote.

Hoffmann 600 Lombard LLC has developed a master plan for the property with uses that will enhance the surrounding properties and their uses, as well as benefit the Village. The proposed mixed-use development will consist of the following: an Entertainment Parcel showcasing the GolfSocial, a multifaceted entertainment building featuring recreational, social, and business functions, as well as a full service fine dining restaurant and bar; a Commercial Retail Parcel along Butterfield Road providing a Food/Fuel Center which includes a convenience store, fast casual drive thru restaurants, and a car wash; a future Residential Parcel located east of the Entertainment Parcel; a future Village of Lombard Water Tower Parcel; and an undeveloped Parcel that will maintain its existing natural habitat within the development. The proposed mater plan will require a zoning change from the existing OPD to a PD with an underlying B-3 zoning.

The proposed development will be composed of architectural complimentary buildings and natural landscape. Residents and visitors traveling Butterfield Road will access the development at the existing signalized intersection. Future improvements to the intersection will be determined by the Village's own traffic consultant and be incorporated into the final development plans. The interior roadway will provide access from Butterfield Road through

Narrative Description

GolfSocial Lombard Redevelopment - Hoffmann 600 Lombard LLC

September 28, 2020

Page 3

the development, connecting to Target's parcel on the northwest boundary of the development.

The buildings will be designed to have a pleasing exterior palette of finish materials that will create a generational aesthetic appeal. Each building's exterior will be crafted to complement its neighbor with common architectural elements, while still preserving individual identities and branding. The careful use of appropriate architectural elements will create a harmonious visual experience.

The proposed development has been designed to develop sustainable uses that will not only provide a solid tax base, but will also provide services and jobs to the community. The GolfSocial building will incorporate a number of recreational and business uses. The implementation of the restaurant placed within the GolfSocial structure sets the tone of modern and classic elements incorporated in the development. The GolfSocial building will include a multilevel interactive driving range, business function accommodations, and family recreation elements.

The Food/Fuel Center will include a single-story convenience market/drive thru restaurant/cafe with (16) auto fueling pumps (32 stations), a single-story fast casual dining establishment with a drive thru, and a car wash building with vacuum areas. Careful placement of the buildings within the Food / Fuel Center provides understandable vehicular circulation patterns and ample space to allow appropriate vehicle movements for drivers maneuvering through the site, and promotes pedestrian safety.

The balance of the development (Lot 4) is designed to facilitate the future development of a 400-unit residential complex. The future site design of Lot 4 will limit the buildings to be no greater than 100' in height.

Area residents, hotel guests, and motorists traveling on Butterfield Road will benefit from the added diversity of dining options and the proximity of an easily accessible Food / Fuel Center. The GolfSocial development will draw from the presence of residents and workers who may be served by or may patronize the proposed recreational and eating establishments, and automobile service facilities. The development will comply with all local and state requirements and will be appointed as to provide services to the community while avoiding any detrimental effects on the surrounding properties. The addition of several businesses to the development site will cause the value of the land to increase, drive an increase in sales and property tax revenues, and stimulate local commerce by creating jobs and providing increased opportunity for dining and retail spending. Additionally, the developed property will help transition the site and surroundings into a more service-oriented area to be utilized and enjoyed by many sectors of the current community.

Narrative Description

GolfSocial Lombard Redevelopment - Hoffmann 600 Lombard LLC

September 28, 2020

Page 4

Parking/Access Narrative:

GolfSocial and Moretti's patrons will be able to access the GolfSocial building by car, bike, or on foot.

GolfSocial parking will consist of 556 total spaces: 313 spaces located within three on-site surface lots, and 243 spaces leased from the adjacent Westin parking garage.

Patrons driving to the site will utilize surface parking in any of the three on-site lots, accessible via GolfSocial Way, and will proceed via the designated sidewalks to the GolfSocial building. Patrons will be able to utilize additional parking in the adjacent Westin Parking Garage. These patrons will be directed via signage within the Garage to exit through the man door in the northwest corner of the Garage building. They will then proceed via the proposed sidewalks to the GolfSocial. Directional signage will also be placed along the exterior of the GolfSocial directing pedestrian traffic between the Parking Garage and the GolfSocial building. GolfSocial patrons will be discouraged from parking in the Target lot though placement of parking restriction signs (P1-P5) in likely areas of confusion.

GolfSocial and Moretti's patrons who are guests at the Westin will be able to utilize the pedestrian walkway to travel between the two buildings. GolfSocial patrons will also be able to use the walkway to access the restaurants on the ground floor of the Westin hotel. Westin guests parked in the Westin parking garage could drive from the garage into one of the GolfSocial parking lots, if desired.

GolfSocial and Moretti's patrons will also be able to access the building by bike and foot from 22nd Street via the 10' wide sidewalk connecting the Target access road to the GolfSocial building area, and by foot from the south via the sidewalk alongside GolfSocial Way.

Exhibit E

**Projected Cost of the Project,
inclusive of Property Acquisition Costs**

(attached)

**Projected Cost of the Project,
inclusive of Property Acquisition Costs**

Total Estimated Development Budget: \$159,054,000

Estimated Budget by Development Component:

- Lot 1 Food and Fuel	\$15,714,000
- Lots 2-3 Golf Social	\$50,497,000
- Lot 4 Residential	\$90,359,000
- Lots 5-7 Open/Public	\$ 2,484,000

Project Costs by Component Task:

Land Acquisition	\$9,000,000
Demolition Costs and Site Work	\$2,256,402
Earthwork	\$4,671,841
Other Horizontal Costs	\$2,096,310 (Pavement)
	\$5,416,030 (Utilities)
	\$10,110,798 (Soil Conditions/Misc.)
	\$6,137,846 (contingencies/fees)
Hard Costs	\$7,391,000 (fuel station)
	\$28,752,000 (Golf Social)
	\$83,530,000 (residential)

Exhibit F

Estimated Eligible Redevelopment Costs

(attached)

Estimated Eligible Redevelopment Costs

Land Acquisition:	\$9,000,000
Eligible Onsite Improvements & Site Preparation (hard costs):	\$23,651,000
Offsite Roadway Improvements (contingent):	\$600,000
Land development soft costs:	\$4,622,000
<u>Land Development Financing:</u>	<u>\$279,000</u>
SUBTOTAL (Potential Eligible)	\$38,152,000

- o Note: The above-costs represent anticipated categories of costs, and estimated dollar amounts within each category, for which the Developer will be seeking reimbursement under this Agreement, and are not a limitation (whether by category or dollar amount within the category) on the costs for which the Developer can seek reimbursement. Notwithstanding the foregoing sentence, and what is presented above, all costs for which the Developer seeks reimbursement, whether referenced above, or not represented above, must be Eligible Redevelopment Costs as defined in Section II.S. of this Agreement."

Exhibit G

Allowed Uses

- A. Amusement establishments, indoor only
- B. Antique shops
- C. Art & school supply stores
- D. Art shops or galleries (no auction rooms)
- E. Bakeries, retail only
- F. Bicycle sales
- G. Book & stationery stores
- H. Business machine sales
- I. Camera & photographic supply stores
- J. Candy & ice cream stores
- K. Cannabis dispensing facility operated in strict compliance with State law applicable thereto
- L. Carpet & rug stores, retail sales only
- M. China & glassware stores
- N. Closet & storage organizer stores
- O. Clothing and wearing apparel establishments
- P. Coin & philatelic stores
- Q. Compact disc, record and sheet music stores
- R. Computer hardware/software sales & service
- S. Department stores
- T. Drug stores

- U. Dry goods stores
- V. Electrical & household appliance stores, including radio & television sales
- W. Florists
- X. Food stores, grocery stores, meat markets & delicatessens including carry-out & delivery
- Y. Furniture stores and interior decorating shops, including upholstering as an accessory use
- Z. Furrier shops
- AA. Garden supply, tool, & seed stores
- BB. Gasoline sales
- CC. Gift shops
- DD. Golf Driving Range and ancillary retail uses
- EE. Hardware stores
- FF. Hobby shops, retail
- GG. Home improvement stores
- HH. Hotels & motels
- II. Jewelry stores, including watch repair
- JJ. Leather goods & luggage stores
- KK. Liquor stores, packaged goods
- LL. Medical supply stores
- MM. Motor vehicle accessory stores
- NN. Motor vehicle sales
- OO. Musical instrument sales
- PP. Office supply stores

- QQ. Offices
- RR. Off-site parking (for uses located within the planned development)
- SS. Paint, glass, & wallpaper stores
- TT. Parking lots and structures as the principal use of the property
- UU. Pet shops
- VV. Picture framing, retail
- WW. Post office and parcel packing and shipping establishments
- XX. Printing & duplicating services
- YY. Public recreational & social facilities
- ZZ. Public utility & service uses
- AAA. Restaurants (fast-food & sit-down)
- BBB. Shoe stores
- CCC. Sporting goods stores
- DDD. Theaters, indoor
- EEE. Tobacco shops
- FFF. Toy shops
- GGG. Variety shops
- HHH. Video tapes, electronic game cartridges, & similar items sales
- III. Multiple Family Residential Units (only on Lot 4 of the Property)
- JJJ. Any use permitted on the Property pursuant to the Development Approvals, as referenced in Section I.I. Where the Development Approvals limit a particular use to a particular Lot on the Property, and said use is not otherwise set forth in the list of allowed uses set forth above, said use shall only be allowed on the identified Lot.

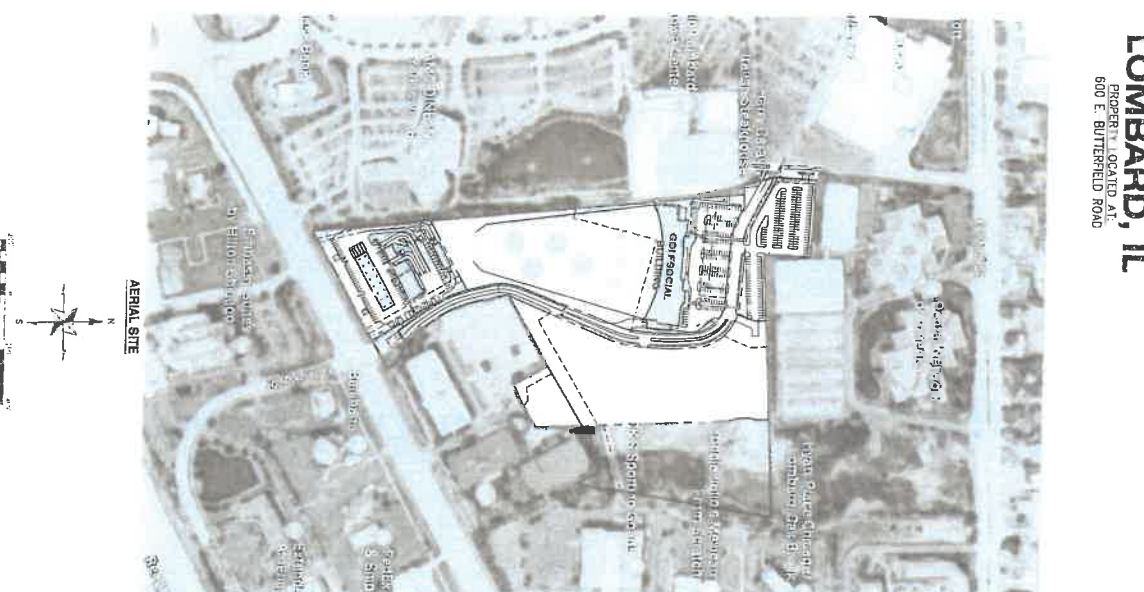
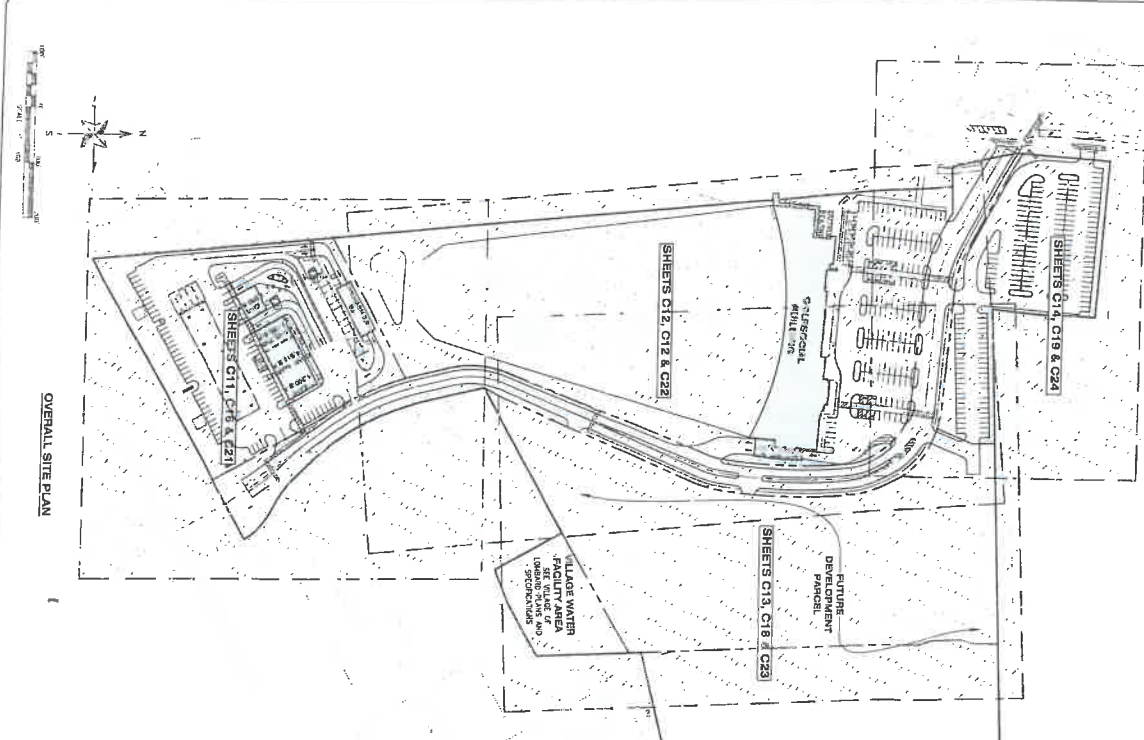
Exhibit H-1

**Depiction of
the Project Public Improvements**

(attached)

GOLFSOCIAL - LOMBARD PRELIMINARY CIVIL ENGINEERING FOR HOFFMANN 600 LOMBARD LLC LOMBARD, IL

PROPERTY LOCATED AT
600 E. BUTTERFIELD ROAD



811

Keywords below:
CALL 811 OR VISIT
WWW.811.IL.GOV
FOR A LIST OF ALL
UTILITIES IN YOUR
AREA.

INDEX SHEETS

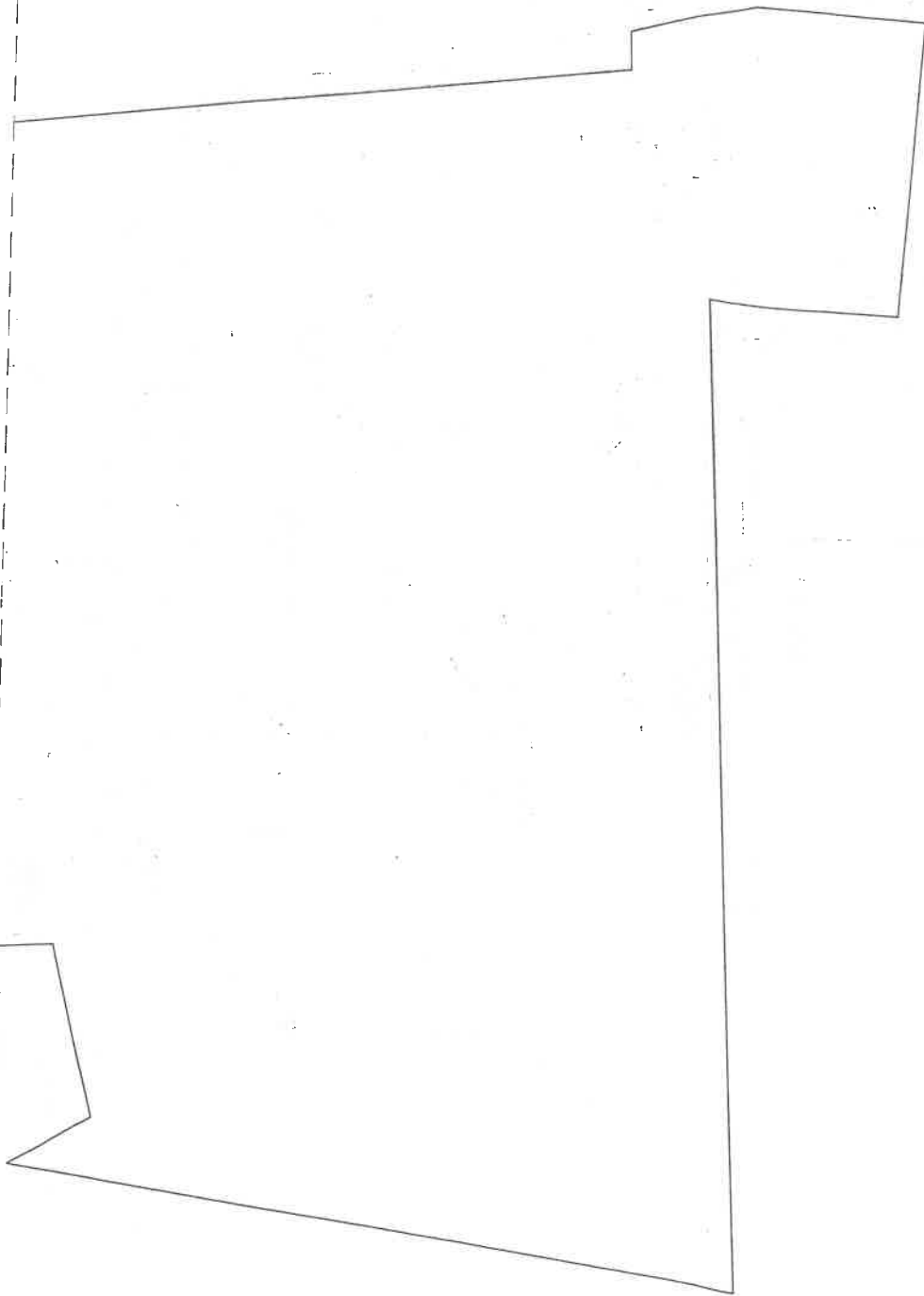
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C2	EXISTING CONDITIONS - 30MIN
C3	EXISTING CONDITIONS - 30MIN
C4	EXISTING CONDITIONS - 30MIN
C5	EXISTING CONDITIONS - 30MIN
C6	EXISTING CONDITIONS - 30MIN
C7	EXISTING CONDITIONS - 30MIN
C8	EXISTING CONDITIONS - 30MIN
C9	EXISTING CONDITIONS - 30MIN
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C23	EXISTING CONDITIONS - 30MIN
C24	EXISTING CONDITIONS - 30MIN

VICINITY MAP

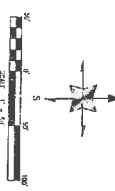
SITE INFORMATION

DATE	07/11/2020
PROJECT	GOLFSOCIAL - LOMBARD
CLIENT	HOFFMANN 600 LOMBARD LLC
PROJECT NO.	CE1900228
PROJECT ADDRESS	600 E. BUTTERFIELD ROAD, LOMBARD, IL 60110
PROJECT CONTACT	JOHN HOFFMANN
PROJECT PHONE	630.261.1111
PROJECT FAX	630.261.1111
PROJECT EMAIL	john.hoffmann@hoffmann600.com
PROJECT WEBSITE	www.hoffmann600.com
PROJECT SOCIAL MEDIA	www.facebook.com/hoffmann600
PROJECT YOUTUBE	www.youtube.com/hoffmann600
PROJECT INSTAGRAM	www.instagram.com/hoffmann600
PROJECT TWITTER	www.twitter.com/hoffmann600
PROJECT LINKEDIN	www.linkedin.com/company/hoffmann600
PROJECT PINTEREST	www.pinterest.com/hoffmann600
PROJECT SNAPCHAT	www.snapchat.com/add/hoffmann600
PROJECT TIKTOK	www.tiktok.com/@hoffmann600
PROJECT REELS	www.instagram.com/reels/hoffmann600
PROJECT VIDEOS	www.youtube.com/watch?v=...
PROJECT PHOTOS	www.instagram.com/p/...
PROJECT BLOGS	www.hoffmann600.com/blog
PROJECT NEWSLETTERS	www.hoffmann600.com/newsletter
PROJECT PRESS RELEASES	www.hoffmann600.com/press
PROJECT MEDIA KIT	www.hoffmann600.com/media
PROJECT CONTACT FORM	www.hoffmann600.com/contact
PROJECT FAQ	www.hoffmann600.com/faq
PROJECT GLOSSARY	www.hoffmann600.com/glossary
PROJECT ABBREVIATIONS	www.hoffmann600.com/abbrev
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PROJECT IMPORTS	www.hoffmann600.com/imports
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PROJECT IMPORTS	www.hoffmann600.com/imports
PROJECT LOGISTICS	www.hoffmann600.com/logistics
PROJECT CUSTOMERS	www.hoffmann600.com/customers

MATCH LINE



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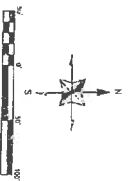
GOLFSOCIAL - LOMBARD
600 E. BUTTERFIELD ROAD
LOMBARD, IL
EXISTING CONDITIONS - NORTH

DATE	NO.	REVISIONS



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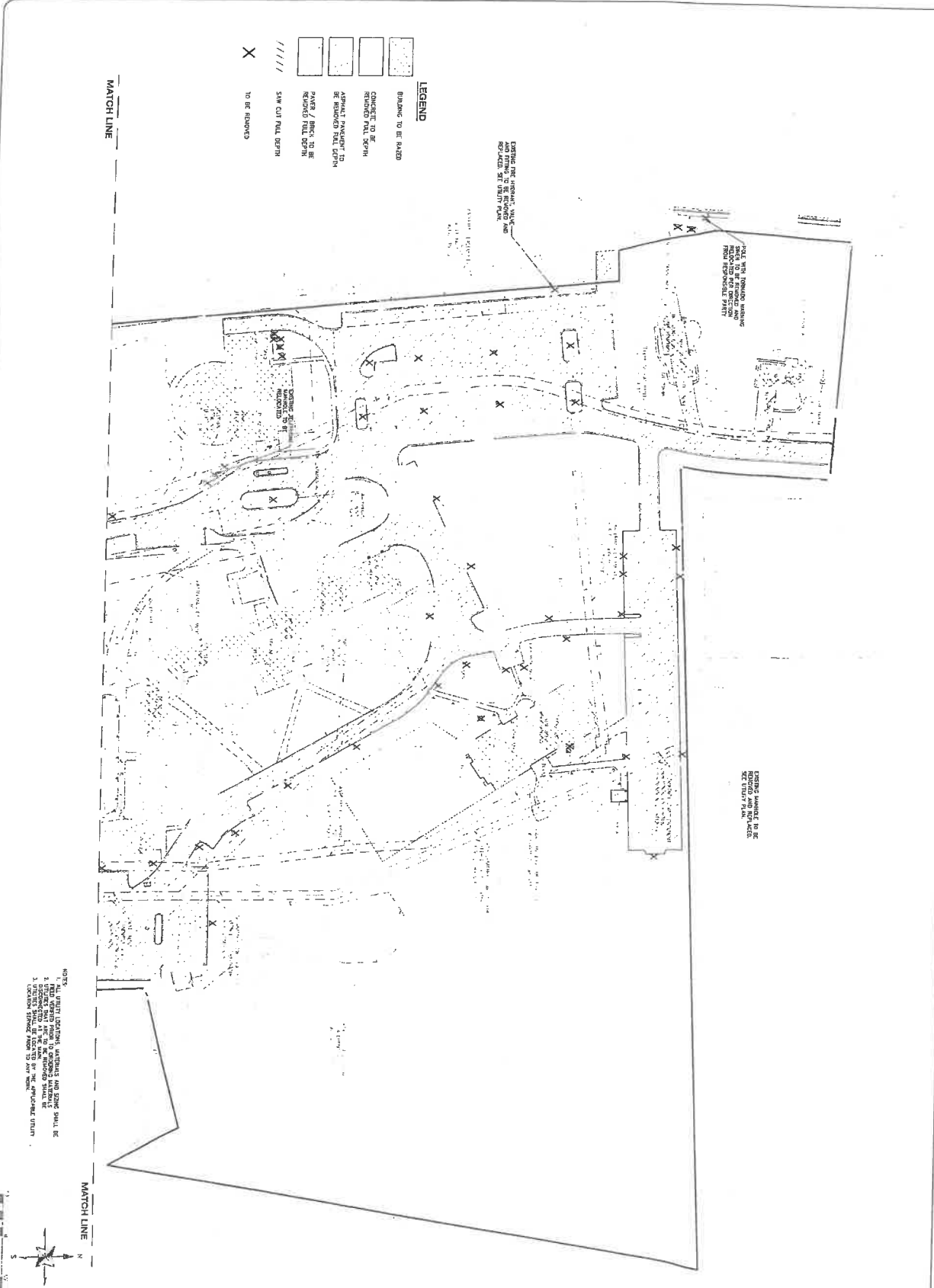


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Caldwell Engineering Ltd.
1000 N. W. 10th St.
Fort Lauderdale, FL 33304

GOLFSOCIAL - LOMBARD
600 E. BUTTERFIELD ROAD
LOMBARD, IL

DATE	NO.	REVISIONS

CE19002
Sheet 1 of 1
C3

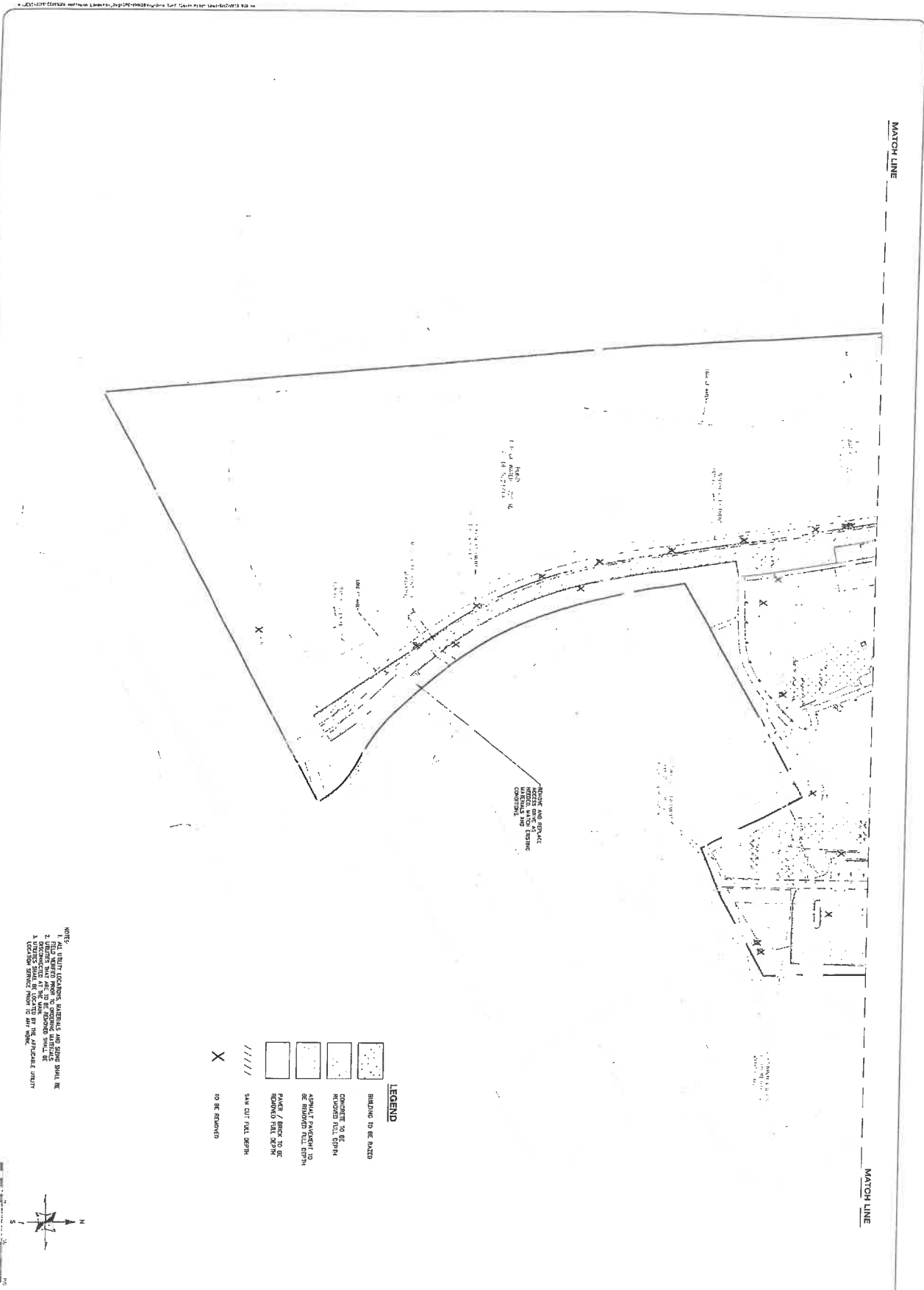


CELTD
 Caldwell Engineering, Ltd.
 2100 N. W. 10th Ave., Suite 100
 Ft. Lauderdale, FL 33305
 TEL: (561) 533-8800
 FAX: (561) 533-8801
 WWW.CELTD.COM

GOLFSOCIAL - LOMBARD
 600 E. BUTTERFIELD ROAD
 LOMBARD, IL
 SURFACE DEMOLITION PLAN (NORTH)

NO.	DATE	REVISIONS
1	02/12/2014	ISSUED FOR PERMITS

Drawn by: MJC
 Checked by: [Signature]
 Date: 02/12/2014
 Project: GOLF SOCIAL
 Drawing: DEMOLITION
 Scale: 1/8" = 1'-0"
 Sheet: 1 of 1
C4



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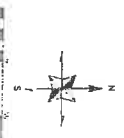
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REMOVE AND REPLACE
ASPHALT DRIVE TO EXISTING
UTILITIES AND
CONCRETE

REMOVE
ASPHALT DRIVE TO EXISTING
UTILITIES AND
CONCRETE

NOTE:
1. EXISTING UTILITIES LOCATIONS, UTILITIES AND SERVICE SHALL BE
FIELD VERIFIED FROM EXISTING UTILITIES
2. DIMENSIONS TO THE CENTERLINE OF THE DRIVE SHALL BE
3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE
4. LOCAL SERVICE SHALL BE PROVIDED

- LEGEND**
- BUILDING TO BE RAZED
 - CONCRETE TO BE REMOVED FULL DEPTH
 - ASPHALT PAVEMENT TO BE REMOVED FULL DEPTH
 - PAVED / AREA TO BE REMOVED FULL DEPTH
 - SAW CUT FULL DEPTH
 - TO BE REWORKED

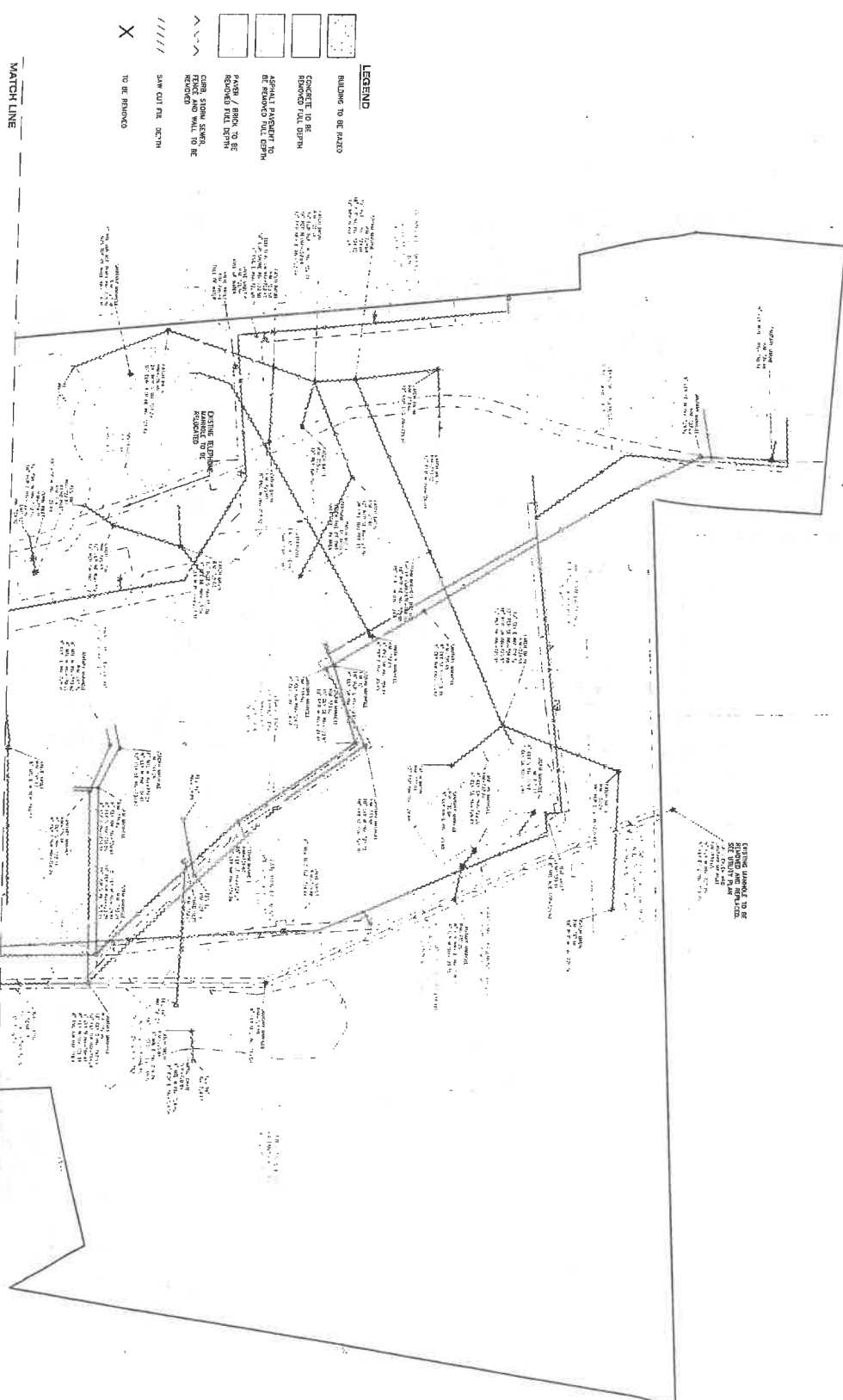


DATE	NO.	REVISIONS
11.9.2022	01	ISSUE FOR PERMITS

GOLFSOCIAL - LOMBARD
600 E. BUTTERFIELD ROAD
LOMBARD, IL



CE19002
C5



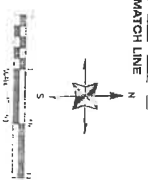
MATCH LINE

MATCH LINE

- LEGEND**
- BUILDING TO BE DEMO
 - CONCRETE TO BE REMOVED TO FULL DEPTH
 - ASPHALT PAVEMENT TO BE REMOVED FULL DEPTH
 - PAVER / BRICK TO BE REMOVED FULL DEPTH
 - CORN STOPS, STAIRS, ETC. AND WALLS TO BE REMOVED
 - SAW CUT PER SECTION TO BE REMOVED
 - TO BE REMOVED

NOTE:

1. VERIFY LOCATIONS, MATERIALS AND DEPTH SHALL BE
2. FIELD VERIFYING BEFORE TO EXISTING MATERIALS
3. DEMOLITION AT THE SITE, DEMOLITION SHALL BE
4. LOCATION SHOWN FROM TO THE NORTH



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 1000 N. W. 10th St.
 Ft. Lauderdale, FL 33304
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 FAX: (954) 577-1101
 CE190028

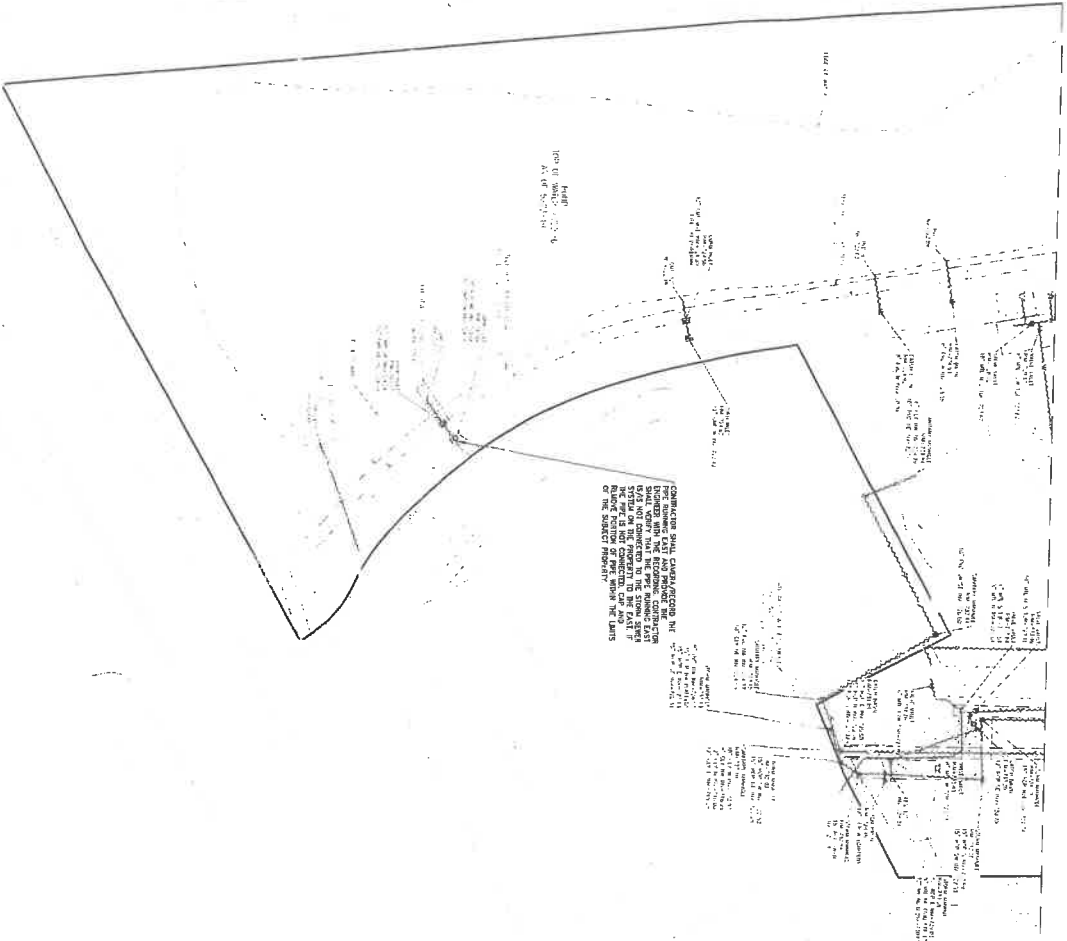
GOLFSOCIAL - LOMBARD
 600 E. BUTTERFIELD ROAD
 LOMBARD, IL
 UTILITY DEMOLITION PLAN (NORTH)

DATE	NO.	REVISION
01/11/2022	1	AS SHOWN

PRELIMINARY CIVIL ENGINEERING - NOT FOR CONSTRUCTION

MATCH LINE

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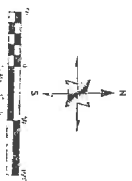


CONCRETE SHALL CHARACTERIZE THE EXISTING CONSTRUCTION WITH THE EXISTING CONSTRUCTION. THIS IS NOT NECESSARY TO THE SITE. THE EXISTING CONSTRUCTION SHALL BE REMOVED AND RECONSTRUCTED WITH THE EXISTING CONSTRUCTION. THE EXISTING CONSTRUCTION SHALL BE REMOVED AND RECONSTRUCTED WITH THE EXISTING CONSTRUCTION.

- NOTE:
1. ALL CONSTRUCTION MATERIALS AND SUPPLIES SHALL BE OF THE HIGHEST QUALITY.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS CONSTRUCTION CODE.
 3. LOCATION SHOWN FROM TO THE NORTH.

LEGEND

	EXISTING TO BE RAISED
	CONCRETE TO BE POURED
	ROUNDED FULL DEPTH
	ASPHALT PAVEMENT TO BE REMOVED
	FLAGSTONE TO BE REMOVED
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	CONCRETE TO BE REMOVED
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	TO BE REMOVED

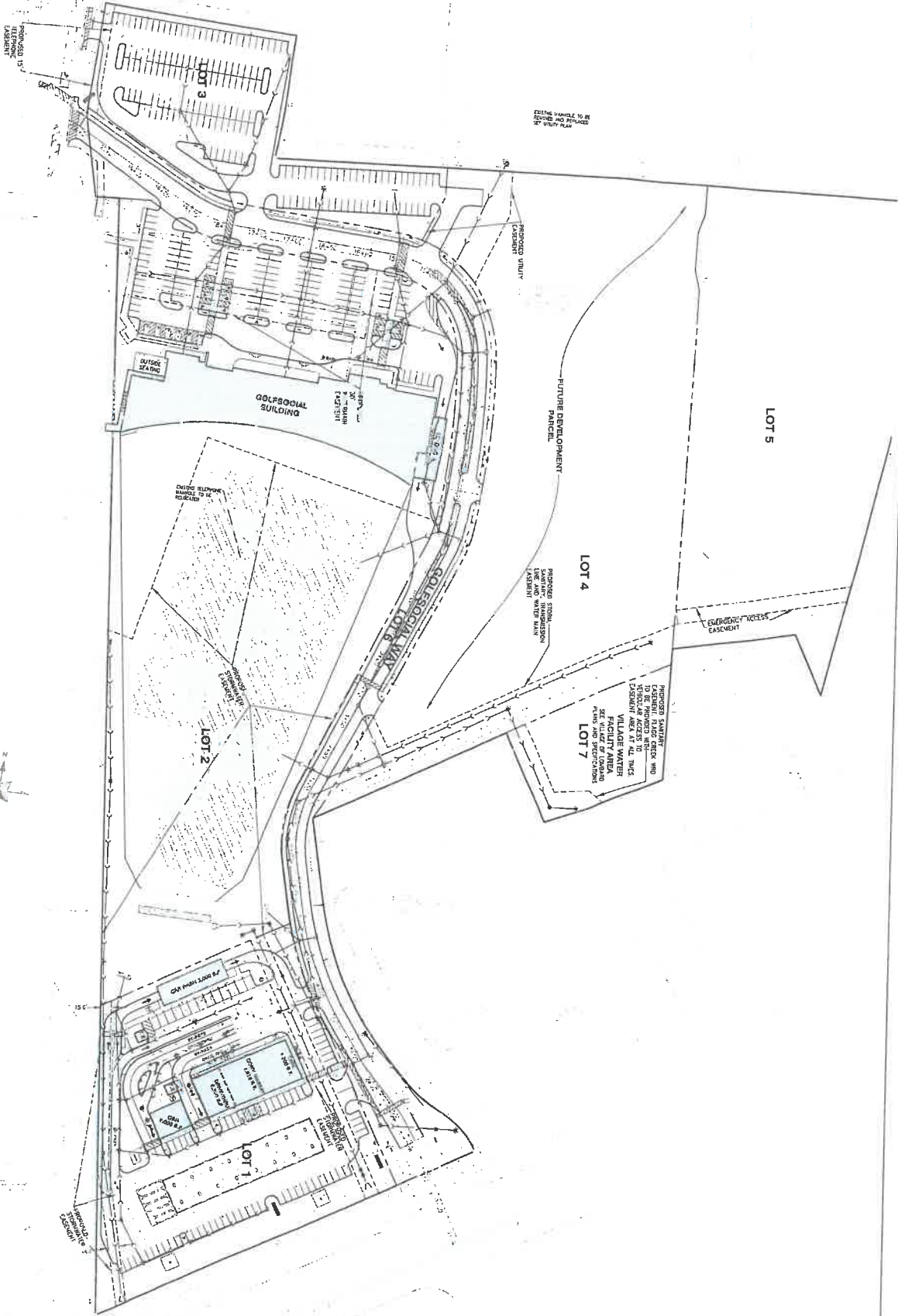


DATE	NO.	REV. BY	REV. DATE

CEL LTD
Caldwell Engineering, Ltd.
2000 N. ...

GOLFSOCIAL - LOMBARD
600 E. BUTTERFIELD ROAD
LOMBARD, IL

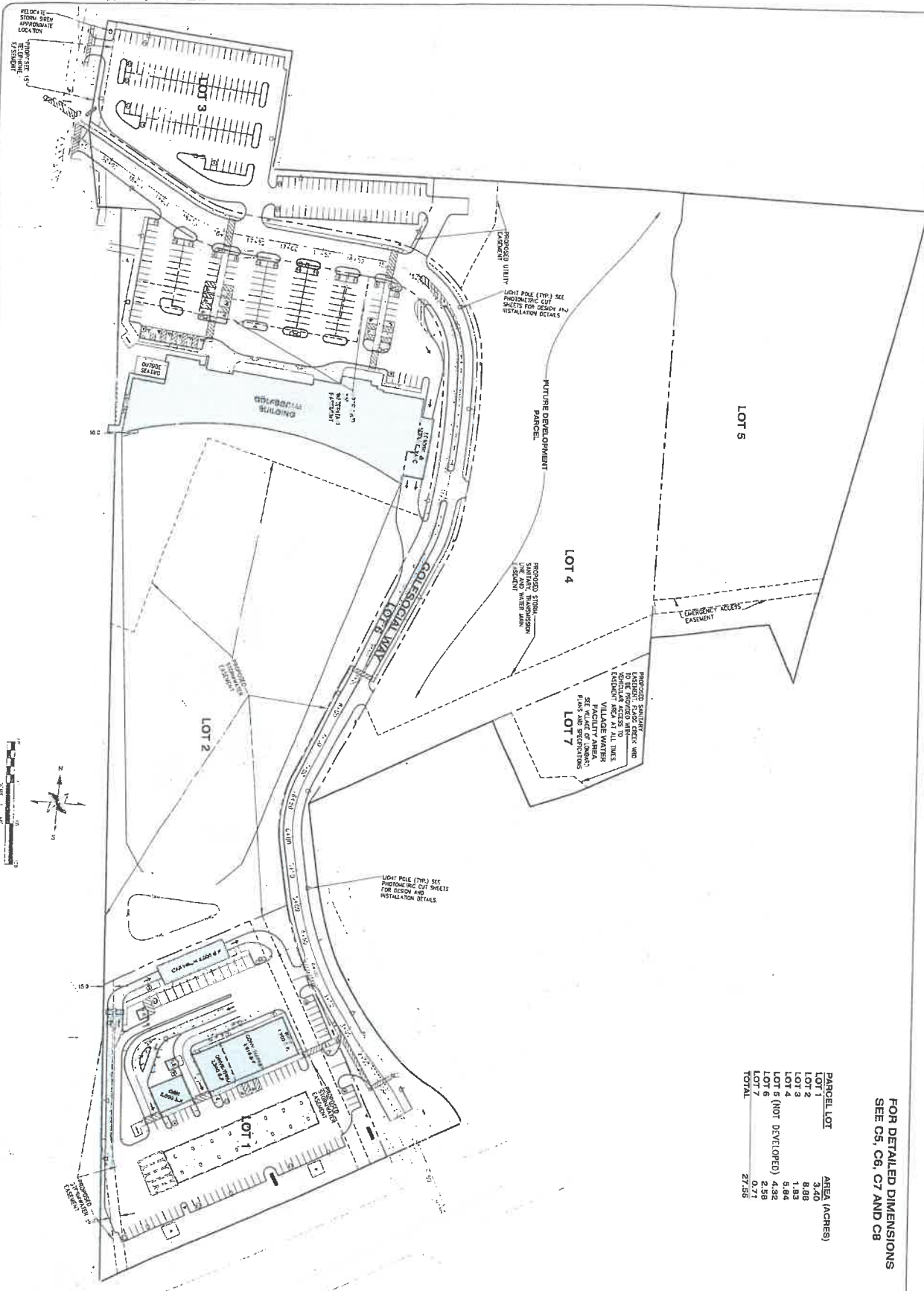
Project No. ...
SHEET NO. ...
DATE ...
SCALE ...



CE LTD
 Caldwell Engineering, Ltd.
 1000 N. LaSalle Street, Suite 200
 Chicago, IL 60610
 Phone: 312.462.1000
 Fax: 312.462.1001
 Email: info@celtd.com
 Website: www.celtd.com

GOLFSOCIAL - LOMBARD
 600 E. BUTTERFIELD ROAD
 LOMBARD, IL

DATE	NO.	REV.
2/14/2023	1	REV: 24795
		452 PLS. 046



PARCEL LOT	AREA (ACRES)
LOT 1	3.40
LOT 2	8.88
LOT 3	5.82
LOT 4	5.82
LOT 5 (NOT DEVELOPED)	4.28
LOT 6	2.58
LOT 7	0.71
TOTAL	27.56

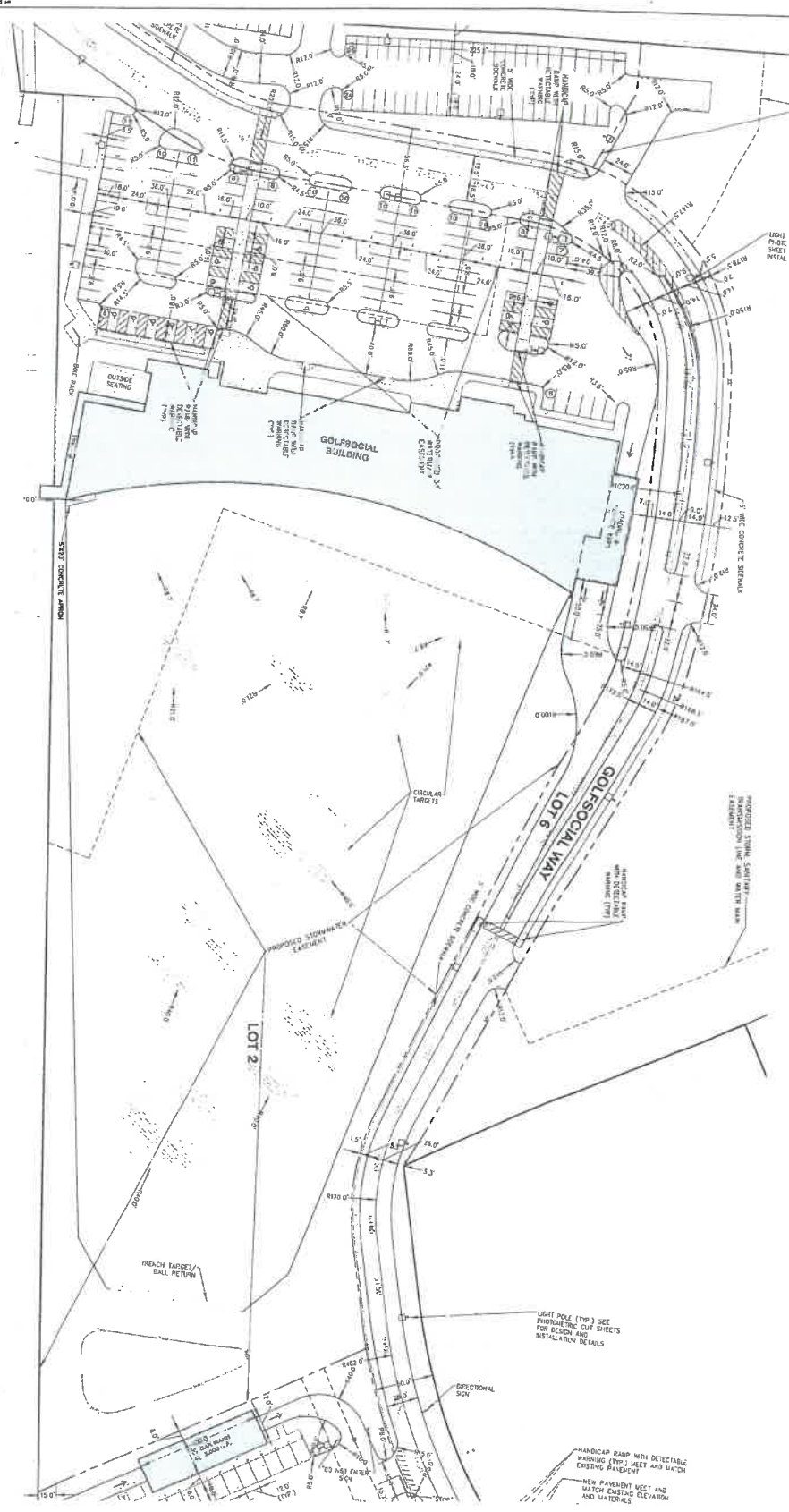
FOR DETAILED DIMENSIONS
SEE CS, C6, C7 AND C8

CELTD
Caldwell Engineering, Ltd.
1111 N. W. 10th St., Suite 100
Fort Lauderdale, FL 33304
Tel: 954-575-1111

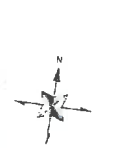
GOLFSOCIAL - LOMBARD
600 E. BUTTERFIELD ROAD
LOMBARD, IL
PRELIMINARY OVERALL SITE PLAN

DATE	NO.	REVISIONS
8-12-22	1	P. BARBER

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C10



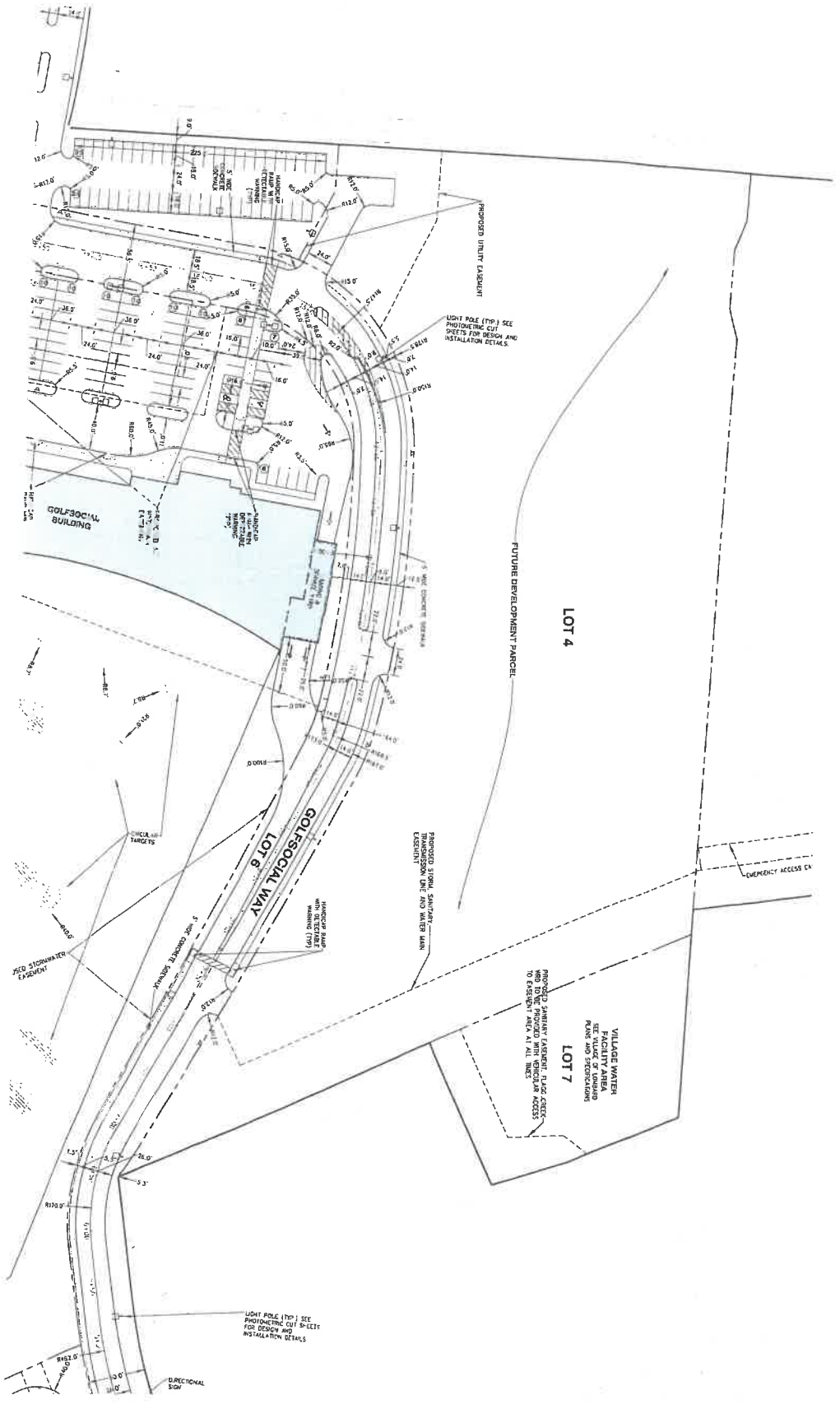
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1. ALL DIMENSIONS ARE TO FACE OR DATA UNLESS OTHERWISE SPECIFIED.
 2. SHOWING OF 5' WIDE TYPICAL CURBS, UNLESS OTHERWISE SPECIFIED.
 3. DIMENSIONS OF 5' WIDE TYPICAL CURBS, UNLESS OTHERWISE SPECIFIED.
 4. DIMENSIONS OF 5' WIDE TYPICAL CURBS, UNLESS OTHERWISE SPECIFIED.
 5. SEE THE ARCHITECTURAL EXHIBIT FOR EXISTING AND PROPOSED DIMENSIONS.
 6. AFTER THE CURB IS SET, THE CURB SHALL BE SET TO THE CORNER OF THE CURB AND THE CURB SHALL BE SET TO THE CORNER OF THE CURB.
 7. CONCRETE SHALL BE SET TO THE CORNER OF THE CURB AND THE CURB SHALL BE SET TO THE CORNER OF THE CURB.
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GOLFSOCIAL - LOMBARD
 600 E. BUTTERFIELD ROAD
 LOMBARD, IL

DATE	NO.	BY	REVISION

CFLTD
 Caldwell Engineering Ltd.
 333 N. WASHINGTON ST.
 CHICAGO, IL 60610
 TEL: (312) 462-1000
 FAX: (312) 462-1001
 WWW.CFLTD.COM
 C12

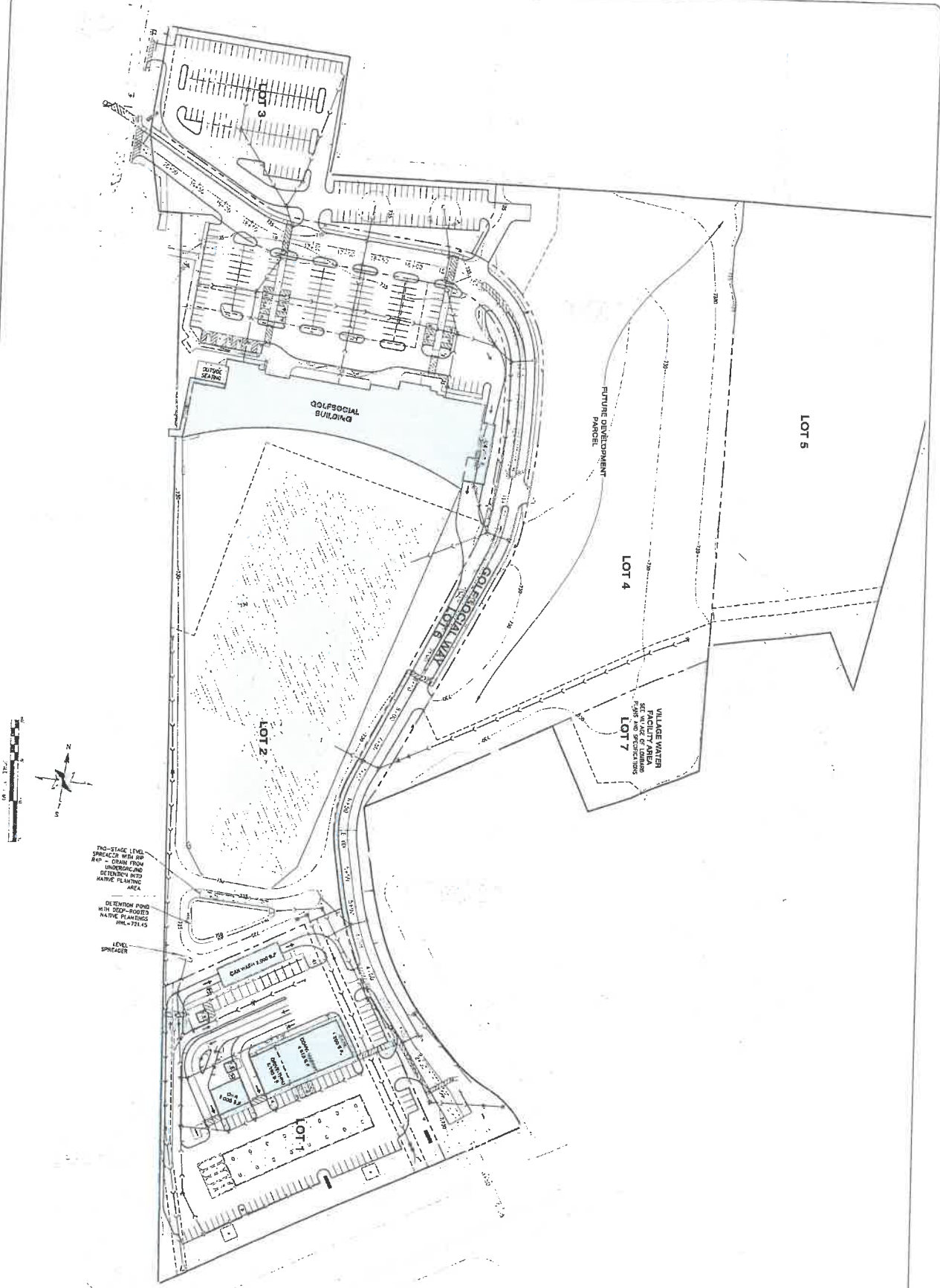


CE13

CELTD
 Caldwell Engineering, Ltd.

GOLFSOCIAL - LOMBARD
 600 E. BUTTERFIELD ROAD
 LOMBARD, IL

DATE	NO.	REV.	BY



PRE-STAGE LEAK
 SPECIFIC WITH SP
 RE - DRAIN FROM
 UNDERGROUND
 DETENTION INTO
 MAIN PLUMBING
 AREA

 DETENTION POND
 WITH DEEP-ROOFED
 NATIVE PLANTING
 RWL=721.45

 LEVEL
 SPACERS



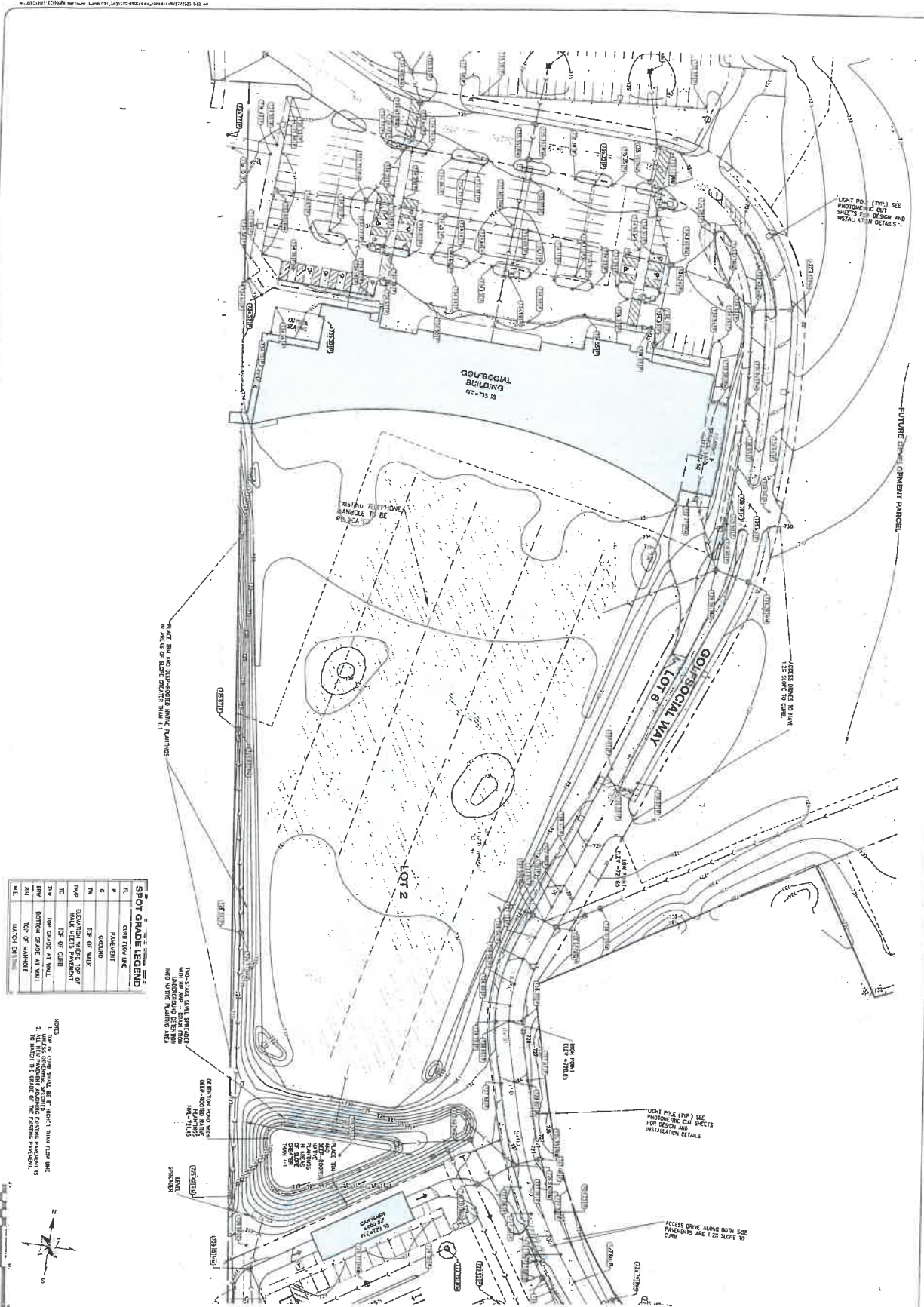
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Project No.
 Client
 SHEET NO.
 DATE
 DRAWN BY
 CHECKED BY
 CE19002

CFLTD
 Caldwell Engineering, Ltd.
 315 N. W. 5th St. Suite 200
 West Palm Beach, FL 33411

GOLF SOCIAL - LOMBARD
 600 E. BUTTERFIELD ROAD
 LOMBARD, IL

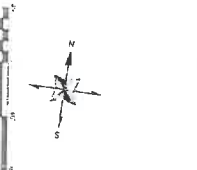
DATE	REV	DESCRIPTION



SPOT GRADE LEGEND

1A	EXISTING GROUND
1B	PROPOSED GROUND
1C	TOP OF WALK
1D	ELEVATION WEST TOP OF CURB
1E	TOP OF CURB
1F	TOP OF MANHOLE
1G	MINOR ELEVATION

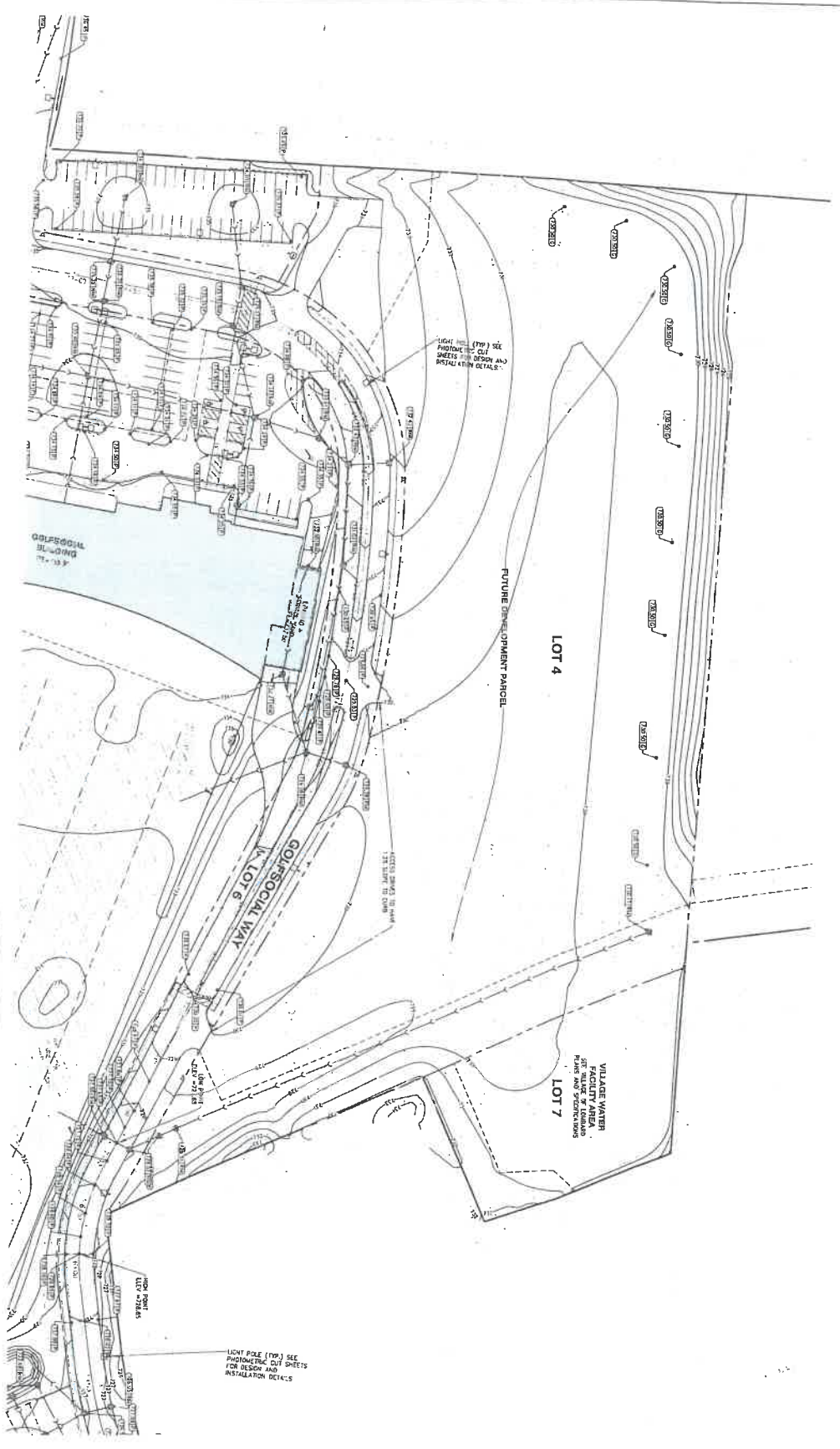
NOTE: TOP OF CURB SHALL BE 2" ABOVE FINISH GRADE. ALL SPOT GRADES SHALL BE MATCHED TO THE GRADING PLAN. ALL SPOT GRADES SHALL BE MATCHED TO THE GRADING PLAN.



CELTD
Caldwell Engineering, Ltd.
1000 W. Lake Street, Suite 200
Lombard, IL 60148
Tel: 630-261-1100
Fax: 630-261-1101
www.celtd.com

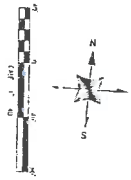
GOLFSOCIAL - LOMBARD
600 E. BUTTERFIELD ROAD
LOMBARD, IL
PRELIMINARY GOLFSOCIAL GRADING PLAN

DATE	05/05/14	REV. B 01/14
BY	AS/MS	MS/MS/MS
CHECKED		
APPROVED		



SPOT GRADE LEGEND	
1	CONTOUR LINE
2	PROPOSED
3	EXISTING
4	TYPE OF WALL
5	ELEVATION ABOVE TYPE OF WALL
6	TYPE OF CURB
7	TYPE OF DRAIN
8	TYPE OF STREET
9	TYPE OF SIDEWALK
10	TYPE OF DRIVEWAY
11	TYPE OF DRIVEWAY
12	SPOT GRADE

NOTES:
 1. TOP OF CURB SHALL BE 5' ABOVE PAVED SURFACE
 2. ALL SPOT GRADE SHALL BE 6" ABOVE FINISHED SIDEWALK
 TO MATCH THE GRADE OF THE EXISTING PAVEMENT



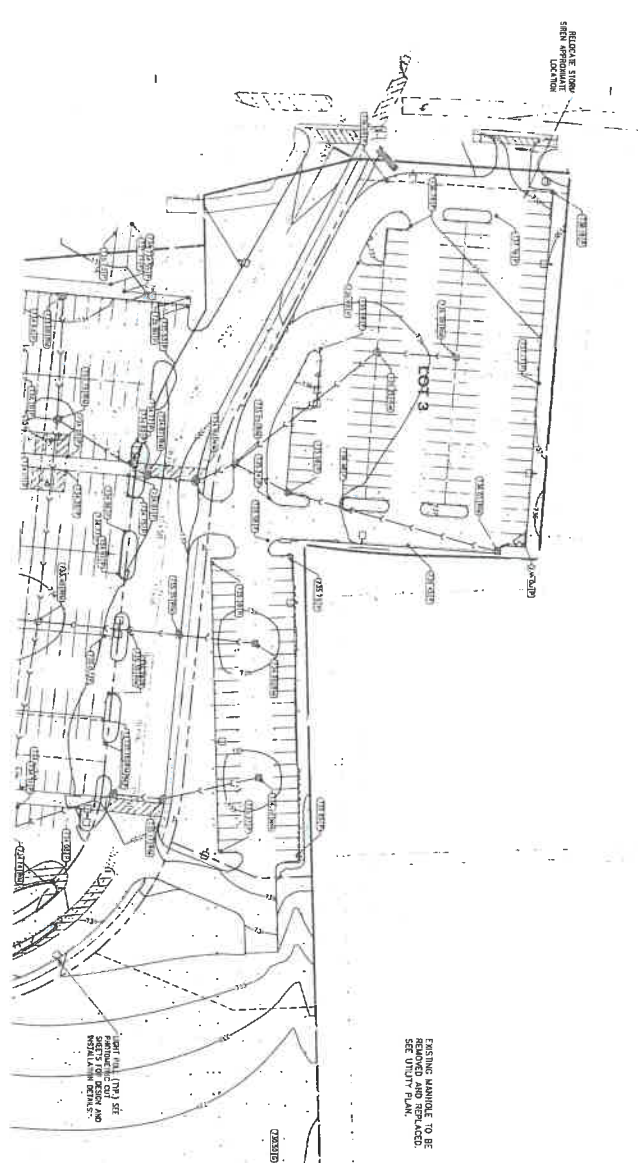
GOLFSOCIAL - LOMBARD
 600 E. BUTTERFIELD ROAD
 LOMBARD, IL

PRELIMINARY FUTURE DEVELOPMENT AREA GRADING PLAN

DATE	NO	DESCRIPTION
01/15/22	1	PRELIMINARY

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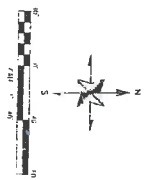
CE190028
 2/28/2022
 CELTD
 600 E. BUTTERFIELD ROAD
 LOMBARD, IL 60148
 318



SPOT GRADE LEGEND

1	TOP OF ROAD
2	TOP OF SIDEWALK
3	TOP OF DRIVE
4	TOP OF WALK
5	ELEVATION WHERE TOP OF WALK MEETS PAVEMENT
6	TOP OF CURB
7	TOP GRADE AT WALL
8	BOTTOM GRADE AT WALL
9	TOP OF MANHOLE
10	MATCH EXISTING

NOTES:
 1. ALL CURB SHALL BE 1' ABOVE WALK LEVEL DATE
 2. ALL CURB CHANGING SECTIONS
 3. TO MATCH THE DRIVE OR THE EXISTING PAVEMENT IS

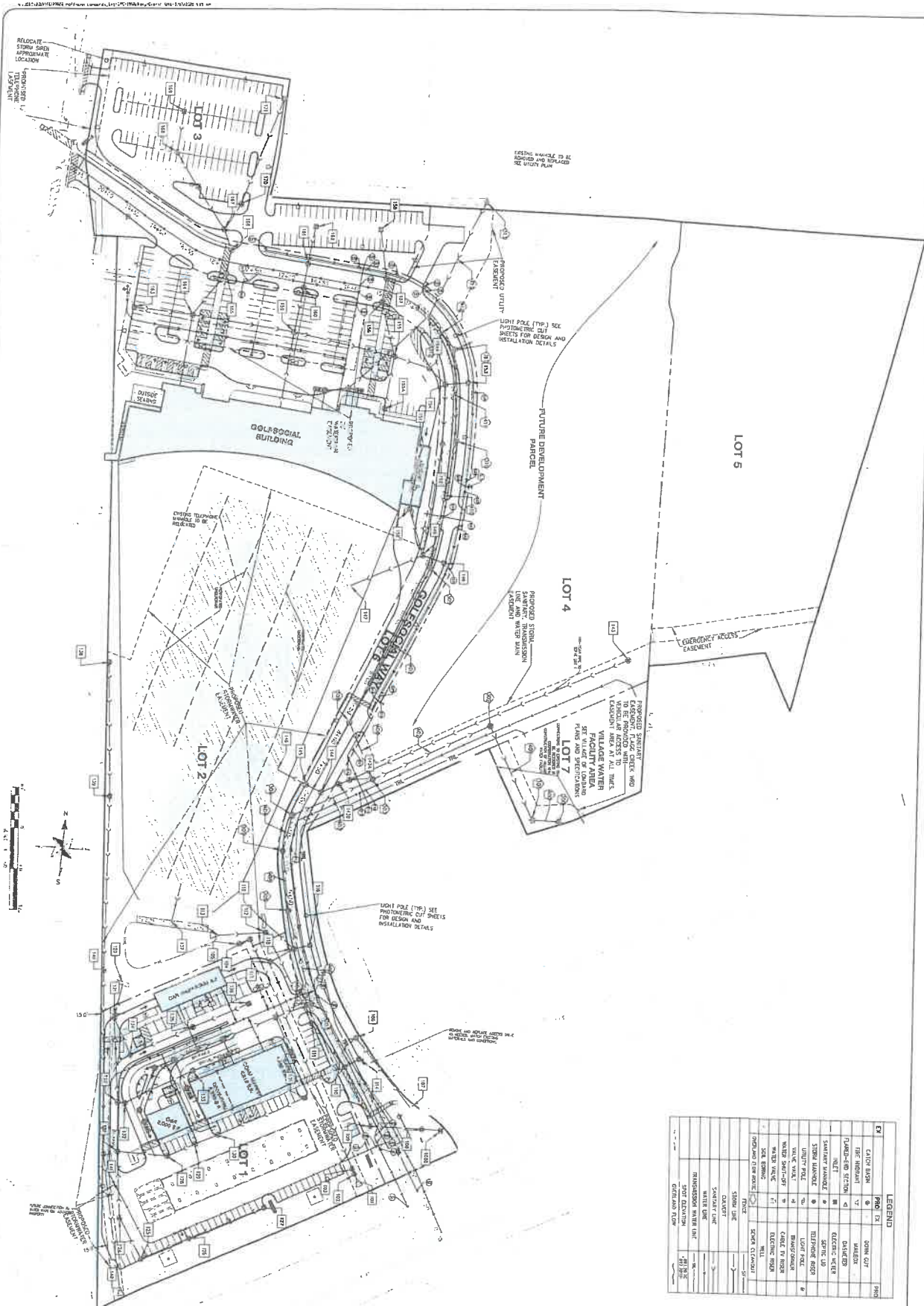


GOLFSOCIAL - LOMBARD
 600 E. BUTTERFIELD ROAD
 LOMBARD, IL

DATE	NO.	REV.
09-12-2010	11	PNH
		NO CHANGE

CEL LTD
 Caldwell Engineering, Ltd.
 1000 N. WILSON ROAD
 SUITE 100
 LOMBARD, IL 60148
 TEL: 630-261-1100
 FAX: 630-261-1101
 WWW.CEL.COM

Project No. **CE190021**
 Sheet No. **C19**



EXISTING MANHOLE IS TO BE RELOCATED AND REPLACED BY NEWER MANHOLE

PROPOSED UTILITY EASEMENT

LOT 6

FUTURE DEVELOPMENT PARCEL

LOT 4

PROPOSED STORM SEWER LINE AND WATER MAIN CONNECTION

EMERGENCY ACCESS EASEMENT

LOT 7

PROPOSED STRUCTURE TO BE PROVIDED WITH EXISTING AREA AT ALL TIMES VILLAGE WATER FACILITY WATER TREATMENT PLANT AND SPECIFICATIONS

LOT 2

LIGHT POLE (TYP) SEE PHOTOGRAPHIC CUT SHEET FOR DESIGN AND INSTALLATION DETAILS

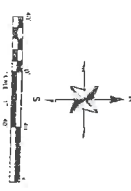
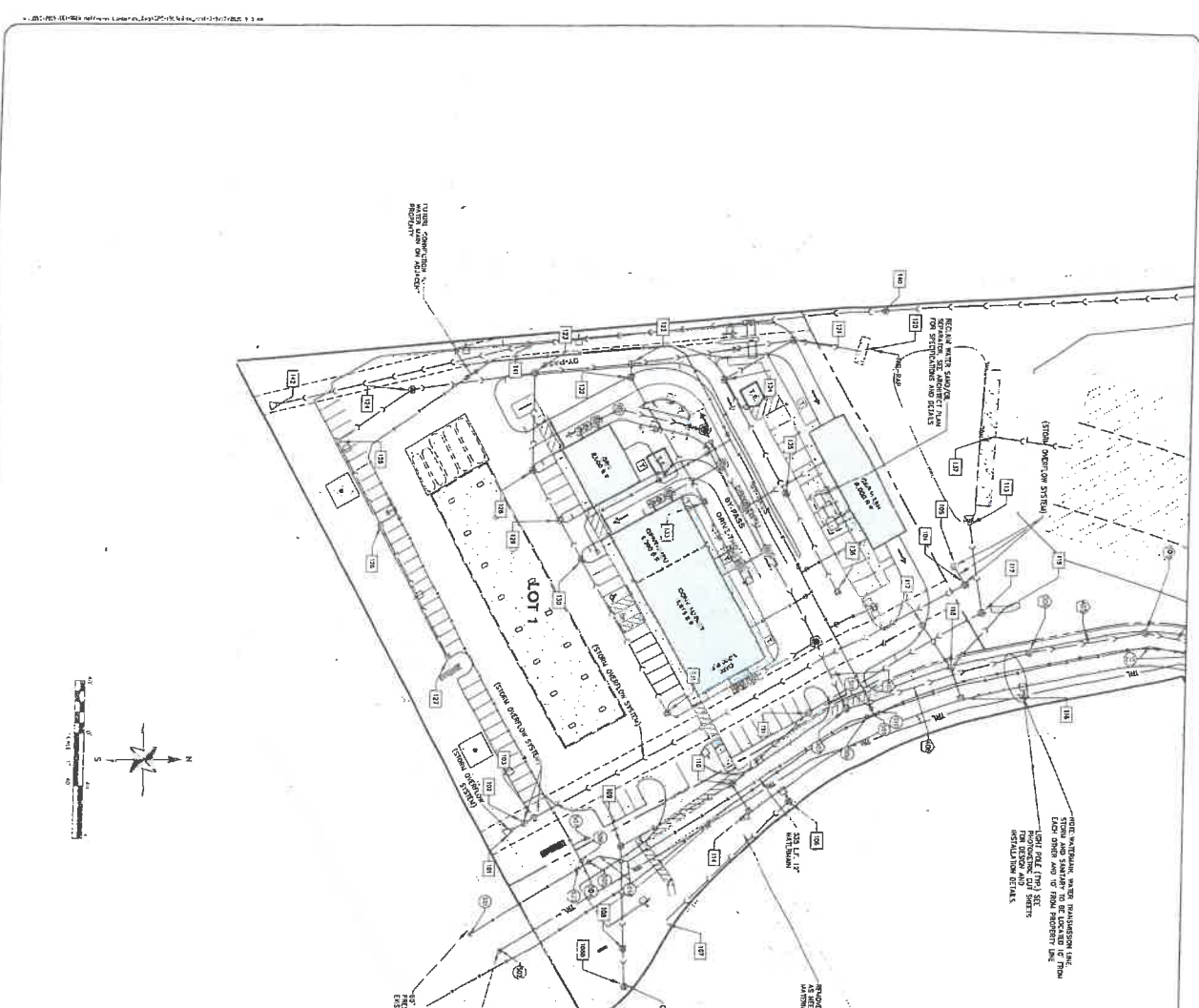
NOTED ON 12-26-09 PER SITE VISIT THAT THERE ARE OTHER POWER POLES ON THIS SITE

SY	LEGEND
10	EXISTING CURB
11	EXISTING DRIVE
12	PROPOSED DRIVE
13	PROPOSED DRIVE
14	PROPOSED DRIVE
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98	PROPOSED DRIVE
99	PROPOSED DRIVE
100	PROPOSED DRIVE

CE LTD
 Caldwell Engineering, Ltd.
 1315 E. 14th Street, Suite 100
 Lombard, IL 60148
 (708) 464-1100
 www.ce-ltd.com
 CE 19002
 C20

GOLF SOCIAL - LOMBARD
 600 E. BUTTERFIELD ROAD
 LOMBARD, IL

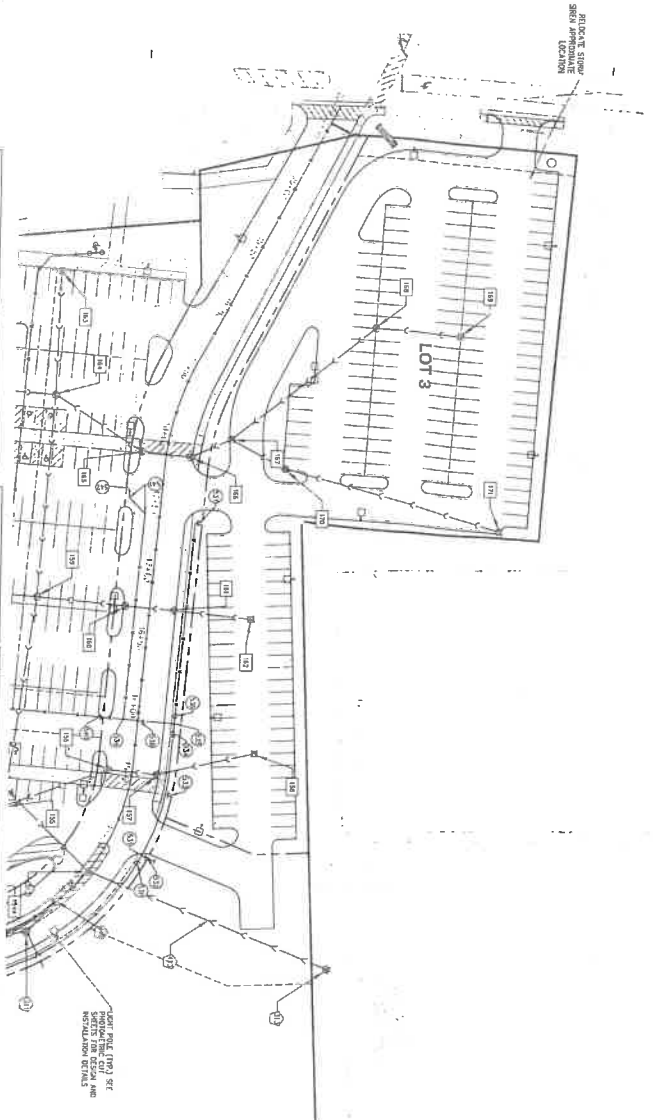
DATE: 12/15/09
 DRAWN BY: J. WILSON
 CHECKED BY: J. WILSON



NO.	DESCRIPTION	TYPE	DATE
1	MECHANICAL ROOM	MECHANICAL	12/15/11
2	ELECTRICAL ROOM	ELECTRICAL	12/15/11
3	PLUMBING ROOM	PLUMBING	12/15/11
4	HOT WATER TANK	MECHANICAL	12/15/11
5	LOT 1	PARKING	12/15/11
6	GOLF SOCIAL BUILDING	STRUCTURAL	12/15/11
7	MECHANICAL ROOM	MECHANICAL	12/15/11
8	ELECTRICAL ROOM	ELECTRICAL	12/15/11
9	PLUMBING ROOM	PLUMBING	12/15/11
10	HOT WATER TANK	MECHANICAL	12/15/11
11	LOT 1	PARKING	12/15/11
12	GOLF SOCIAL BUILDING	STRUCTURAL	12/15/11
13	MECHANICAL ROOM	MECHANICAL	12/15/11
14	ELECTRICAL ROOM	ELECTRICAL	12/15/11
15	PLUMBING ROOM	PLUMBING	12/15/11
16	HOT WATER TANK	MECHANICAL	12/15/11
17	LOT 1	PARKING	12/15/11
18	GOLF SOCIAL BUILDING	STRUCTURAL	12/15/11
19	MECHANICAL ROOM	MECHANICAL	12/15/11
20	ELECTRICAL ROOM	ELECTRICAL	12/15/11
21	PLUMBING ROOM	PLUMBING	12/15/11
22	HOT WATER TANK	MECHANICAL	12/15/11
23	LOT 1	PARKING	12/15/11
24	GOLF SOCIAL BUILDING	STRUCTURAL	12/15/11
25	MECHANICAL ROOM	MECHANICAL	12/15/11
26	ELECTRICAL ROOM	ELECTRICAL	12/15/11
27	PLUMBING ROOM	PLUMBING	12/15/11
28	HOT WATER TANK	MECHANICAL	12/15/11
29	LOT 1	PARKING	12/15/11
30	GOLF SOCIAL BUILDING	STRUCTURAL	12/15/11
31	MECHANICAL ROOM	MECHANICAL	12/15/11
32	ELECTRICAL ROOM	ELECTRICAL	12/15/11
33	PLUMBING ROOM	PLUMBING	12/15/11
34	HOT WATER TANK	MECHANICAL	12/15/11
35	LOT 1	PARKING	12/15/11
36	GOLF SOCIAL BUILDING	STRUCTURAL	12/15/11
37	MECHANICAL ROOM	MECHANICAL	12/15/11
38	ELECTRICAL ROOM	ELECTRICAL	12/15/11
39	PLUMBING ROOM	PLUMBING	12/15/11
40	HOT WATER TANK	MECHANICAL	12/15/11
41	LOT 1	PARKING	12/15/11
42	GOLF SOCIAL BUILDING	STRUCTURAL	12/15/11
43	MECHANICAL ROOM	MECHANICAL	12/15/11
44	ELECTRICAL ROOM	ELECTRICAL	12/15/11
45	PLUMBING ROOM	PLUMBING	12/15/11
46	HOT WATER TANK	MECHANICAL	12/15/11
47	LOT 1	PARKING	12/15/11
48	GOLF SOCIAL BUILDING	STRUCTURAL	12/15/11
49	MECHANICAL ROOM	MECHANICAL	12/15/11
50	ELECTRICAL ROOM	ELECTRICAL	12/15/11
51	PLUMBING ROOM	PLUMBING	12/15/11
52	HOT WATER TANK	MECHANICAL	12/15/11
53	LOT 1	PARKING	12/15/11
54	GOLF SOCIAL BUILDING	STRUCTURAL	12/15/11
55	MECHANICAL ROOM	MECHANICAL	12/15/11
56	ELECTRICAL ROOM	ELECTRICAL	12/15/11
57	PLUMBING ROOM	PLUMBING	12/15/11
58	HOT WATER TANK	MECHANICAL	12/15/11
59	LOT 1	PARKING	12/15/11
60	GOLF SOCIAL BUILDING	STRUCTURAL	12/15/11
61	MECHANICAL ROOM	MECHANICAL	12/15/11
62	ELECTRICAL ROOM	ELECTRICAL	12/15/11
63	PLUMBING ROOM	PLUMBING	12/15/11
64	HOT WATER TANK	MECHANICAL	12/15/11
65	LOT 1	PARKING	12/15/11
66	GOLF SOCIAL BUILDING	STRUCTURAL	12/15/11
67	MECHANICAL ROOM	MECHANICAL	12/15/11
68	ELECTRICAL ROOM	ELECTRICAL	12/15/11
69	PLUMBING ROOM	PLUMBING	12/15/11
70	HOT WATER TANK	MECHANICAL	12/15/11
71	LOT 1	PARKING	12/15/11
72	GOLF SOCIAL BUILDING	STRUCTURAL	12/15/11
73	MECHANICAL ROOM	MECHANICAL	12/15/11
74	ELECTRICAL ROOM	ELECTRICAL	12/15/11
75	PLUMBING ROOM	PLUMBING	12/15/11
76	HOT WATER TANK	MECHANICAL	12/15/11
77	LOT 1	PARKING	12/15/11
78	GOLF SOCIAL BUILDING	STRUCTURAL	12/15/11
79	MECHANICAL ROOM	MECHANICAL	12/15/11
80	ELECTRICAL ROOM	ELECTRICAL	12/15/11
81	PLUMBING ROOM	PLUMBING	12/15/11
82	HOT WATER TANK	MECHANICAL	12/15/11
83	LOT 1	PARKING	12/15/11
84	GOLF SOCIAL BUILDING	STRUCTURAL	12/15/11
85	MECHANICAL ROOM	MECHANICAL	12/15/11
86	ELECTRICAL ROOM	ELECTRICAL	12/15/11
87	PLUMBING ROOM	PLUMBING	12/15/11
88	HOT WATER TANK	MECHANICAL	12/15/11
89	LOT 1	PARKING	12/15/11
90	GOLF SOCIAL BUILDING	STRUCTURAL	12/15/11
91	MECHANICAL ROOM	MECHANICAL	12/15/11
92	ELECTRICAL ROOM	ELECTRICAL	12/15/11
93	PLUMBING ROOM	PLUMBING	12/15/11
94	HOT WATER TANK	MECHANICAL	12/15/11
95	LOT 1	PARKING	12/15/11
96	GOLF SOCIAL BUILDING	STRUCTURAL	12/15/11
97	MECHANICAL ROOM	MECHANICAL	12/15/11
98	ELECTRICAL ROOM	ELECTRICAL	12/15/11
99	PLUMBING ROOM	PLUMBING	12/15/11
100	HOT WATER TANK	MECHANICAL	12/15/11

NOTES:

1. SCALE OF WATER SERVICE SYSTEM FOR THIS PLAN IS 1" = 10'-0" UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE IN FEET AND INCHES.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



LEGEND

EX	SYMBOL	DESCRIPTION
1	Circle with '1'	DOWN GUY
2	Circle with '2'	WABBIT
3	Circle with '3'	ELECTRIC WATER
4	Circle with '4'	TELEPHONE
5	Circle with '5'	TELEPHONE
6	Circle with '6'	TELEPHONE
7	Circle with '7'	TELEPHONE
8	Circle with '8'	TELEPHONE
9	Circle with '9'	TELEPHONE
10	Circle with '10'	TELEPHONE
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25	Circle with '25'	TELEPHONE
26	Circle with '26'	TELEPHONE
27	Circle with '27'	TELEPHONE
28	Circle with '28'	TELEPHONE
29	Circle with '29'	TELEPHONE
30	Circle with '30'	TELEPHONE
31	Circle with '31'	TELEPHONE

NOTES

1. ALL UTILITIES SHOWN ARE FOR INFORMATION PURPOSES ONLY.
2. ALL UTILITIES SHOWN ARE FOR INFORMATION PURPOSES ONLY.
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31. ALL UTILITIES SHOWN ARE FOR INFORMATION PURPOSES ONLY.

WATER STRUCTURE TABLE

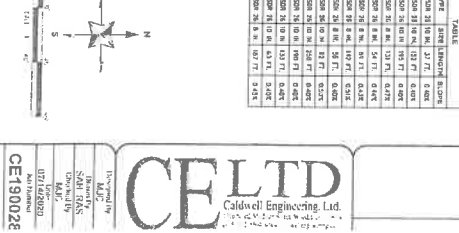
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31	STRUCTURE INFORMATION

STORM STRUCTURE TABLE

NO.	DESCRIPTION
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31	STRUCTURE INFORMATION

SEWERAGE TABLE

NO.	DESCRIPTION
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29	STRUCTURE INFORMATION
30	STRUCTURE INFORMATION
31	STRUCTURE INFORMATION



GOLFSOCIAL - LOMBARD
600 E. BUTTERFIELD ROAD
LOMBARD, IL
 PRELIMINARY LOT 3 UTILITY PLAN

CELTD
 Caldwell Engineering, Ltd.
 11111 S. LARAMIE AVE.
 SUITE 100
 CHICAGO, IL 60628
 TEL: (773) 424-1111
 FAX: (773) 424-1112
 WWW.CELTD.COM
 CE190028
 SHEET NO. C24

Exhibit H-2

**Detailed Description of
the Project Public Improvements**

(attached)

Detailed Description of the Project Public Improvements

Public Improvements, as defined within Chapter 154 of Village Code, would include, but not be limited to, the following:

- Public watermains, sanitary sewer lines and storm sewer line repair, construction, upsizing or replacement;
- Stormwater detention improvements, including the draining and soil preparation and stabilization activities for a new stormwater detention facility and/or underground stormwater detention facilities;
- Roadway improvements, including repairs or reconstruction of existing Maxant (Golf Social Way), construction of connections to Convention Way and intersection and signal improvements at the Butterfield Road/Technology Drive Intersection;
- Sidewalk and pedestrian improvements; street lighting, signage and landscape treatments within the project and along the Butterfield Road public right-of-way