

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ *Waiver of First Requested*
 X Recommendations of Boards, Commissions & Committees (Green)
_____ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE: October 6, 2015 (B of T) Date: October 15, 2015

TITLE: Sam's Club Economic Incentive Agreement

SUBMITTED BY: Department of Community Development 

BACKGROUND/POLICY IMPLICATIONS:

Your Economic and Community Development Committee submits for your consideration its recommendation on the above referenced petition. The ECDC recommends approval of a resolution for the Economic Development Incentive for the proposed Sam's Club at 611 E. Butterfield Road.

The request was unanimously recommended for approval by the Economic and Community Development Committee at its September 14, 2015 meeting.

Fiscal Impact/Funding Source:

Review (as necessary):
Village Attorney X _____ Date _____


Finance Director X _____ Date _____

Village Manager X _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.

MEMORANDUM

TO: Scott R. Niehaus, Village Manager

FROM: William Heniff, AICP, Director of Community Development 

DATE: October 15, 2015

RE: **Sam's Economic Incentive Agreement**

As a companion to the zoning actions being considered by the Village Board, attached for consideration is an Economic Incentive Agreement between the Village of Lombard and Sam's West LLC, associate with the proposed construction of a new 135,000 square foot retail store to be located at 611 E. Butterfield Road. The request was unanimously recommended for approval by the Economic and Community Development Committee at its September 14, 2015 meeting.

BACKGROUND

Sam's Club is seeking to develop a new 135,000 square foot warehouse club retail store on an 11.06 acre tract at 611 E. Butterfield Road. Staff and ownership representatives have been seeking development opportunities for an extended period of time. Over the past few years the concept of a larger retail store concept, such as Sam's Club, was discussed at length. The site plans were presented to the Plan Commission in a workshop session in April and as part of a full public hearing on August 17, 2015. The Village Board unanimously recommended approval of the zoning matters on first reading at its October 1, 2015 meeting.

With the zoning matters being addressed, staff and the Sam's team has finalized the terms of a companion economic incentive agreement for the development. These discussions were initiated with Sam's Club representatives in 2013 and are intended to address matters pertaining to development constraints and the rationale for the incentive.

AGREEMENT DESCRIPTION

The project cost is estimated by Sam's Club to be \$7,085,402, exclusive of the building costs. They are seeking an economic incentive in a net present value amount of \$2,511,000 to cover extraordinary costs associated with the project. A Sales Tax Incentive Agreement was selected as the best approach for this project, as the project will be constructed and operated under a long-term ground lease (versus being an owner incentive). Such agreements are generally utilized for agreements in which the reimbursement is based upon satisfactory performance of the business and a specified period of time. If the business performs well, their chances of received the full incentive benefit are increased. Performance based agreements also minimize risk to the Village.

RATIONALE FOR AGREEMENT

The 2011 adopted Economic Development Strategies Report identified three key sites that can provide the most immediate impact to the Lombard economy and increase municipal revenue.

One such site is the subject property, which has been underutilized over the past decade. The Village deems it to be of significant importance to encourage further development activity. State Statutes allow the Village to appropriate funds for economic development purposes, including, the making of grants that are deemed desirable for the promotion of economic development. In this case, the project would not be economically feasible, but for the requested from the Village. Factors which contribute to the extraordinary development costs include, but not limited to, site preparation activities such as razing existing structures, significant engineering and regrading, addressing buried underground utilities on the NiCor tract and the significant improvements requested by the Illinois Department of Transportation (IDOT) for Butterfield Road.

State Statutes also allow for the use of sales tax incentives as a portion of the property has remained vacant for at least one year and that for the developed portion, the buildings located no longer comply in all respects with current building codes. The office building has remained less than significantly occupied for a period of at least one year. The Village also anticipates that the project is expected to create job opportunities and will serve to further the development of adjacent areas within the Butterfield Road corridor by strengthening the commercial sector and enhancing the tax base. Sam's West LLC has also provided documentation to the file noting that they meet the credit worthiness provisions set forth within State Statute.

The project is fiscally attractive as there is not a warehouse club within the Village. The use will reduce a leakage within the existing market by providing existing residents the opportunity to make purchases within the community. Given Sam's Clubs national stature, it is anticipated that a significant influx of dollars will come from outside the Village. There may be an ancillary benefit to Yorktown and other centers as it draws greater number of shoppers to the area.

DEVELOPER OBLIGATIONS

To ensure that the project is performing in an acceptable manner and in addition to any provisions required by the state, the developer will:

1. To ensure transparency, the developer shall supply the Village with copies of state sales tax information which will serve as the basis for the reimbursement, with such information remaining confidential.
2. Construction cost documentation will also be provided.
3. The developer intends to occupy the site for a period of at least ten years. However, if they do not occupy the site, no revenues will be redistributed back to the developer.
4. Real estate taxes will be fully paid regardless of the project's performance.
5. The Developer shall be responsible for the payment of all fees associated with the project construction. However, in lieu of paying the fees, the developer may request that said fees serve as a credit against the incentive, subject to Village approval.

VILLAGE OBLIGATIONS

The Village will be responsible for:

1. The Village shall rebate to Developer the one percent State Sales Taxes received by the Village from the project. This rebate excludes any non-home rule sales tax that is generated by the project as those funds are earmarked for capital improvements.
2. The payments shall be made to the Developer from the Village on an annual basis following the commencement date until the Developer receives the net present value of \$2,511,000.00 in Sales Taxes. At the end of the revenue sharing period of ten years or until the net present value payments have been made, all future state sales taxes generated by the project shall be retained by the Village.
3. To account for administrative costs, the loss of the business activity and their corresponding property tax assessments, and to address the possibility of market cannibalization, the Village will retain the first \$136,000 of sales taxes generated as part of the project. The Village would also retain the generated tax revenues between \$536,000 and \$800,000 annually. All other funds would be reimbursed back to the developer until the incentive figure is reached (i.e., \$400,000 annually plus anything over \$800,000).
4. The agreement is over a ten year period and would be subject to a 9.5% annual net present value adjustment. There will be a desire by the Village to consider paying the incentive off sooner to minimize the incentive. To that end, the agreement will set a schedule which will show the value payment over the agreement period.

The structure of this agreement does not put any existing Village revenues at risk as it is a performance based agreement. Village funds will not be used in advance to make the project occur and any reimbursements would be exclusively from the sales tax dollars generated from the store itself.

Based upon ongoing discussions with the Sam's development team, it is anticipated that construction on this project will commence in 2016, with possible opening in 2017.

ACTION REQUESTED

The ECDC recommends approval of a resolution for the Economic Development Incentive for the proposed Sam's Club at 611 E. Butterfield Road.

SALES TAX REVENUE SHARING AGREEMENT

This Sales Tax Revenue Sharing Agreement (the "Agreement") is entered into on this ____ day of _____, 2015 (the "Effective Date") by and between the Village of Lombard, Illinois, an Illinois municipal corporation (the "Village"), and Sam's West, Inc., an Arkansas corporation licensed to do business in Illinois ("Developer"). (The Village and Developer are sometimes referred to herein collectively as the "Parties," and individually as a "Party.")

RECITALS

- A. The Village deems it to be of significant importance to encourage development and redevelopment within the Village, so as to maintain a viable real estate tax and sales tax base and employment opportunities.
- B. The Village is authorized under Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the Village.
- C. Developer will be entering into a long-term lease relative to certain real property, some of which is developed and some of which is vacant, located on the South side of Butterfield Road, adjacent to and East of Fairfield Avenue, as legally described and depicted on Exhibit A-1 and Exhibit A-2, respectively, attached hereto and made part hereof (the "Subject Property").
- D. The Developer intends to improve the Subject Property with the construction of a Sam's Club retail facility, as more fully described and depicted on Group Exhibit B attached hereto and made part hereof (the "Project"), and thereafter operate the Project.

- E. The projected cost of the Project is estimated to be Seven Million Eighty-Five Thousand Four Hundred Two and No/100 Dollars (\$7,085,402.00), as more fully set forth on Exhibit C attached hereto and made part hereof.
- F. Pursuant to 65 ILCS 5/8-11-20, the Village finds as follows:
1. As to the vacant portion of the Subject Property:
 - (a) said portion has remained vacant for at least one (1) year; or
 - (b) any buildings that were located thereon were demolished within the last year, and would have been found to qualify under subsection 2 below;
 2. As to the developed portion of the Subject Property, the buildings located thereon:
 - (a) no longer comply in all respects with current building codes; or
 - (b) have remained less than significantly occupied or utilized for a period of at least one (1) year;
 3. The Project is expected to create job opportunities within the Village;
 4. The Project will serve to further the development of adjacent areas;
 5. Without this Agreement, the Project would not be possible;
 6. The Developer meets/will meet the criteria set forth in 65 ILCS 5/8-11-20(6)(A), (B) and/or (C);
 7. The Project will strengthen the commercial sector of the Village;
 8. The Project will enhance the tax base of the Village; and
 9. This Agreement is made in the best interests of the Village.
- G. Developer and the Village acknowledge that Developer requires economic assistance from the Village in order to complete the Project, and that the Project would not be economically feasible, but for the economic assistance promised by the Village in this Agreement.
- H. Because the Project would not be economically feasible but for the economic assistance promised by the Village in this Agreement, the Village agrees, pursuant to the terms of this Agreement, to rebate Developer Sales Taxes (as defined in Article III below) to

Developer in a net present value amount up to Two Million Five Hundred Eleven Thousand and No/100 Dollars (\$2,511,000.00), over up to a ten (10) year period, subject to the other terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein made, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, the Village and Developer hereby agree as follows:

ARTICLE I
RECITALS AS PART OF AGREEMENT

The Parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate, and incorporate such recitals into this Agreement as if fully set forth in this Article I.

ARTICLE II
OBLIGATIONS OF DEVELOPER –
CONDITIONS PRECEDENT TO VILLAGE UNDERTAKINGS

2.01 Condition Precedent. Each of the obligations specified in this Article II shall be a condition precedent to the Village's financial undertakings in this Agreement. The Village shall have no financial obligation to Developer under this Agreement until the satisfaction by Developer of each and every condition of this Article II.

2.02 Construction of the Project.

- (A) The Developer shall enter into a long-term lease relative to the Subject Property on or before May 30, 2016.
- (B) Construction of the Project shall commence on or before May 1, 2018, subject to the *force majeure* provisions of Paragraph 4.01 hereof.
- (C) Developer shall receive a certificate of occupancy for the Project on or before May 1, 2020, subject to the *force majeure* provisions of Paragraph 4.01 hereof.

The date on which the certificate of occupancy is issued for the Project shall be the "Occupancy Date."

- (D) The Project shall be built in accordance with all applicable ordinances, rules and regulations of the Village. Developer shall not knowingly cause or permit the existence of any violation of Village ordinances, rules or regulations, including, but not limited to, the Building Code and the Zoning Ordinance, and all rules and regulations thereunder applicable to the Project.
- (E) To the extent applicable to the Project as a result of this Agreement and the rebate of Developer Sales Taxes (as defined in Article III below) to the Developer as provided for by this Agreement, the Developer shall comply with, and require its contractors and subcontractors to comply with, the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, in relation to the construction of the Project.

2.03 State Sales Taxes Information and Reporting. Developer shall, on an annual basis within sixty (60) days of the end of each of the ten (10) twelve (12) month periods after the Commencement Date (as defined in Section 3.02 below), supply the Village with copies of the monthly State Sales Taxes returns submitted by the Developer to the Illinois Department of Revenue, relative to the Project, covering said twelve (12) month period, certified as true by an officer of Developer. Developer represents and warrants that all such information produced to the Village pursuant to this provision is, and will, to the best of Developer's knowledge and belief, be at all times in the future, true and accurate, and agrees and acknowledges that the Village relies on the truth and accuracy of said information as a basis for its entering into this Agreement. Developer shall submit to the Village an executed Illinois Department of Revenue form PTAX 1002-21 for the Project with a reporting period from the Effective Date through the date which is ten (10) years six (6) months after the Commencement Date (as defined in Section 3.02 below)..

- 2.04 State Sales Taxes Audits and Confidentiality. The Village hereby represents and warrants that any and all information regarding Developer's State Sales Taxes (as defined in Article III below) shall be confidential and used only for the purpose of calculating any amounts due and owing to Developer pursuant to this Agreement. The Village and Developer acknowledge that Developer's sales and State Sales Taxes (as defined in Article III below) information is financial information obtained from a business that is proprietary, privileged and/or confidential, and that disclosure of the sales and State Sales Taxes (as defined in Article III below) information would cause competitive harm to Developer, and, therefore, would not be subject to disclosure pursuant to a request under the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.*, as amended (the "FOIA"). Developer agrees that the Village's compliance with any court order to produce information shall not subject the Village to any liability hereunder for said information release.
- 2.05 Occupancy and Operation of the Project. Developer agrees that it is Developer's intent to occupy and operate the Project on the Subject Property for a minimum of ten (10) years from the Commencement Date (as defined in Article III below), however, Developer is under no obligation to either open or operate for any period of time.
- 2.06 Real Estate Taxes and Other Charges. Developer hereby covenants and agrees to promptly pay or cause to be paid before becoming delinquent, subject to any appeal rights, any and all real estate taxes and governmental charges of general applicability that may at any time be lawfully finally assessed with respect to the Project and the Subject Property.
- 2.07 Certification of Project Costs. Developer shall supply the Village with a statement of the costs of the Project certified as true by an officer of Developer, and such other information reasonably requested by the Village's Finance Director. Developer represents and warrants that all such information produced to the Village pursuant to this

provision is, to the best of developer's knowledge, true and accurate, and agrees and acknowledges that the Village may, and does, rely on the truth and accuracy of said information as a basis for its entering into this Agreement.

2.08 Development and Construction Fees. The Developer shall be responsible for the payment of any and all fees, applicable to the development approval in relation to, and/or the construction of, the Project, as provided for by the Lombard Village Code (the "Development and Construction Fees"). In lieu of paying the Development and Construction Fees, Developer may request that said Development and Construction Fees serve as a credit against the Maximum Net Present Value Payment (as defined in Section 3.01(B) below). Any such request shall be subject to approval by the Village, in its sole and absolute discretion. Should the Village grant said request, the Maximum Net Present Value Payment (as defined in Section 3.01(B) below) shall be reduced in an amount equal to the Development and Construction Fees.

2.09 No Breach. Developer shall not be in breach of any term of this Agreement.

ARTICLE III **VILLAGE OBLIGATIONS AND UNDERTAKINGS**

3.01 Economic Assistance.

(A) Definitions.

(1) "Non-Home Rule Sales Taxes" shall be 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.

- (2) "State Sales Taxes" shall be those taxes received by the Village 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.
- (3) "Village Sales Taxes" shall be those State Sales Taxes generated by the Project, which are distributed to the Village by the State during each of the ten (10) twelve (12) month periods after the Commencement Date (as defined in Section 3.02 below), which fall into the following categories:
- (i) The first One Hundred Thirty-Six Thousand and No/100 Dollars (\$136,000.00) in State Sales Taxes during the twelve (12) month period; and
 - (ii) Those State Sales Taxes between Five Hundred Thirty-Six Thousand and 01/100 Dollars (\$536,000.01) and Eight Hundred Thousand and No/100 Dollars (\$800,000.00), during the twelve (12) month period.
- (4) "Developer Sales Taxes" shall be: (i) those State Sales Taxes generated by the Project, which are distributed to the Village by the State, other than the Village Sales Taxes, during each of the ten (10) twelve (12) month periods after the Commencement Date (as defined in Section 3.02 below), during the term of this Agreement. "Developer Sales Taxes" shall not include any Non-Home Rule Sales Taxes received by the Village.

(B) Assistance.

Upon satisfaction by Developer of all of the conditions stated in Article II of this Agreement, the Village shall rebate to Developer the Developer Sales Taxes.

Said payments shall be made by the Village to Developer from Developer Sales Taxes generated by the Project during each twelve (12) month Payment Period (as defined in Section 3.03 below) following the Commencement Date (as defined in Section 3.02 below), or until the Developer receives the net present value of Two Million Five Hundred Eleven Thousand and No/100 Dollars (\$2,511,000.00) in Developer Sales Taxes (the "Maximum Net Present Value Payment"), as reduced pursuant to Section 2.08 above, and as further described in Section 3.04 below, whichever occurs first (the "Revenue Sharing Term"). At the end of the Revenue Sharing Term, all future State Sales Taxes generated by the Project shall be retained by the Village.

- 3.02 Commencement Date. Developer shall give the Village written notice that it has satisfied all of the conditions of Article II of this Agreement, and that it is electing to commence the Revenue Sharing Term. The notice shall specify the commencement date (the "Commencement Date") as the first day of the next following month in which Developer is open for business.
- 3.03 Payment Procedure. After the Commencement Date, so long as the Village has confirmed that Developer has satisfied all the conditions of Article II of this Agreement, during the Revenue Sharing Term, the Village shall pay to Developer, on an annual basis for each of the ten (10) twelve (12) month periods following the Commencement Date (each being a "Payment Period"), the Developer Sales Taxes generated during said Payment Period within forty-five (45) days of receipt, of all of the Developer Sales Taxes generated during said Payment Period, from the Illinois Department of Revenue.
- 3.04 Net Present Value Payment Calculation. For purposes of calculating the net present value of the Developer Sales Taxes payments made to the Developer under Section 3.03 above, and the application of said payments towards the Maximum Net Present Value Payment, as reduced pursuant to Section 2.08 above, a nine and one-half percent

(9.5%) discount rate shall be used to calculate the net present value of the amount paid to the Developer for each Payment Period, as set forth in greater detail on Exhibit D attached hereto and made part hereof.

ARTICLE IV
GENERAL PROVISIONS

- 4.01 Delay and Force Majeure. For the purposes of any of the provisions of this Agreement, neither the Village nor Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain or storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornados and other events or conditions beyond the reasonable control of the Party affected which in fact interfere with the ability of such Party to discharge its respective obligations hereunder.
- 4.02 Assignment of Agreement. This Agreement may be assigned by Developer to a bonafide purchaser of its business, and/or pursuant to the assignment of the Developer's leasehold rights relative to the Subject Property, provided:
- (A) the transaction does not violate 65 ILCS 5/8-11-20, as amended, or any statute enacted to amend or replace 65 ILCS 5/8-11-20;
 - (B) at least thirty (30) days prior written notice of such assignment is given to the Village; and
 - (C) that the assignee agrees to be bound by all of the terms, conditions and provisions of this Agreement, including, but not limited to, the Village's default remedies.

The Parties acknowledge that the assignee, and the assignee's use of the Subject Property, shall be subject to the Village's zoning approval process.

4.03 Developer Authority. Developer hereby represents and warrants that it is a corporation authorized to do business in, and in good standing with, the State of Illinois. Developer further represents and warrants that all corporate action necessary to make Developer's obligations hereunder enforceable against Developer have been taken, and that no further approvals or actions are required.

4.04 Defaults; Remedies.

- (A) In the event of any default under or violation of this Agreement, the Party not in default or violation shall serve notice upon the Party in default or violation, which notice shall be in writing and shall specify the particular violation or default. Each Party shall have the right to cure any violation of this Agreement or default within thirty (30) days from written notice of such default. In the event of default by the Village of its obligations to Developer as provided for in Article III, Developer's sole and exclusive remedy shall be to seek specific performance from a court of competent jurisdiction. Developer will not be entitled to any monetary damages from the Village, and hereby expressly waives any claim for monetary damages.
- (B) In the event of a default by Developer of the terms of this Agreement, following the notice and cure period, the Village shall be relieved of any and all future obligations pursuant to this Agreement and such obligations on the part of the Village shall be immediately cancelled and without any force and effect. Notwithstanding the termination of this Agreement, the Village may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance of any obligation, undertaking, covenant or agreement of Developer set forth in this Agreement.
- (C) Developer acknowledges that the Village has approval authority relative to the development and construction of the Project, and enforcement authority relative to any Lombard Village Code violations which may occur in relation to the Project

or the Subject Property, both during and after the completion of the Project, and that the Village's exercising of said authority shall not be deemed a default by the Village under this Agreement.

4.05 Notices. All notices and requests required pursuant to this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, or by personal or overnight delivery, as follows:

If to Developer: Sam's West, Inc.
Attn: President – IL
(Ref: Lombard, IL, Store #7666-00)
2001 S.E. 10th Street
Bentonville, Arkansas 72716-0550

With copies to: Sam's West, Inc.
Attn: Legal – IL
(Ref: Lombard, IL, Store #7666-00)
2001 S.E. 10th Street
Bentonville, Arkansas 72716-0550

Theodore R. Timm
Timm & Garfinkel, LLC
770 Lake Cook Road, Suite 150
Deerfield, Illinois 60015

If to the Village: Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148-3931

with copies to: Finance Director
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148-3931

Director of Community Development
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148-3931

and: Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attn: Thomas P. Bayer / Jason A. Guisinger

or at such other addresses as either Party may indicate in writing to the other Party. Service by personal or overnight delivery shall be deemed to occur at the time of the delivery, and service by certified mail, return receipt requested, shall be deemed to occur on the third day after mailing.

- 4.06 Law Governing. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Venue for any legal action brought by either Party as a result of entering into the Agreement shall be in the Circuit Court of DuPage County, Illinois.
- 4.07 Time. Time is of the essence under this Agreement and all time limits set forth herein are mandatory, and cannot be waived except by a lawfully authorized and executed written waiver by the Party excusing such timely performance.
- 4.08 Limitation of Liability. Notwithstanding anything herein contained to the contrary by implication or otherwise, any obligations of the Village created by or arising out of this Agreement shall not be a general debt of the Village on, or a charge against, the Village's general credit or taxing powers, but shall be a limited obligation payable solely out of the Developer Sales Taxes as set forth in Article III, and shall further be limited to the actual sum of money paid to Developer by the Village.
- 4.09 No Waiver or Relinquishment of Right to Enforce Agreement. Failure of either Party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon the other Party imposed, shall not constitute or be construed as a wavier or relinquishment of the Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- 4.10 Article and Paragraph Headings. All Article and Paragraph headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

- 4.11 Village's Authorization to Execute. The Village President and Village Clerk of the Village hereby warrant that they have been lawfully authorized by the President and Board of Trustees to execute this Agreement.
- 4.12 Amendment; Conflict with Annexation Agreement. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and the Village relative to the subject matter thereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced to writing and signed by them.
- 4.13 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which, taken together, shall constitute one and the same instrument.
- 4.14 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this Sales Tax Revenue Sharing Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this Agreement.

Village of Lombard,
an Illinois municipal corporation

Developer: Sam's West, Inc.
an Arkansas corporation
licensed to do business in Illinois

By: _____
Keith Giagnorio
Village President

By: _____
J. Chris Callaway
Vice President – Real Estate

ATTEST:

ATTEST:

By: _____
Sharon Kuderna
Village Clerk

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

EXHIBIT A-1

Legal Description of the Subject Property

PARCEL 1:

PARCEL 2 IN PROSPECT FEDERAL SAVINGS ASSESSMENT PLAT OF PART OF LOTS 1, 2 AND 3 IN NAEGELE'S RESUBDIVISION OF PART OF SECTIONS 29 AND 32, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1984 AS DOCUMENT R84-102092, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 3 (EXCEPT THAT PART OF LOT 3 LYING WESTERLY OF A STRAIGHT LINE THAT INTERSECTS THE WEST LINE OF SAID LOT 3, 102.59 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3, AND INTERSECTS THE NORTH LINE OF SAID LOT 3, 22.20 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3) AND THAT PART OF LOTS 1 AND 2 (TAKEN AS A TRACT) DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 14 DEGREES 01 MINUTE WEST ALONG THE EAST LINE OF SAID LOT 2, 38.50 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 77 DEGREES 50 MINUTES 12 SECONDS WEST AND HAVING A RADIUS OF 840.00 FEET FOR A DISTANCE OF 359.60 FEET ARC MEASURE, TO A POINT ON A LINE CONVEYED FOR A HIGHWAY FROM LOT 1, (SAID LINE CONVEYED FOR A HIGHWAY HAVING A BEARING OF SOUTH 57 DEGREES 59 MINUTES WEST, A DISTANCE OF 100.14 FEET), SAID POINT ON SAID HIGHWAY LINE BEING 17.50 FEET FROM THE WESTERLY END OF SAID HIGHWAY LINE AS MEASURED ALONG SAID LINE; THENCE SOUTH 57 DEGREES 59 MINUTES WEST ALONG SAID HIGHWAY LINE 17.50 FEET; THENCE SOUTH 1 DEGREE 28 MINUTES EAST ALONG A LINE TAKEN FOR HIGHWAY 44.95 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID LOT 2, 382.48 FEET TO THE PLACE OF BEGINNING, ALL IN NAEGELE'S RESUBDIVISION, BEING A RESUBDIVISION OF PARTS OF LOTS 2 AND 3 IN NAEGELE'S ASSESSMENT PLAT IN SECTIONS 29 AND 32, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 1959 AS DOCUMENT 940835 IN DU PAGE COUNTY, ILLINOIS. PIN: 06-29-402-017

PARCEL 2:

PART OF LOT 3 LYING WESTERLY OF A STRAIGHT LINE THAT INTERSECTS THE WEST LINE OF SAID LOT 3, 102.59 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 AND INTERSECTS THE NORTH LINE OF SAID LOT 3, 22.20 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3, IN NAEGELE'S RESUBDIVISION, BEING A RESUBDIVISION OF PARTS OF LOTS 2 AND 3 IN NAEGELE'S ASSESSMENT PLAT IN SECTIONS 29 AND 32, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 1959 AS DOCUMENT 940835 IN DUPAGE COUNTY, ILLINOIS. PIN: 06-29-402-007

PARCEL 3:

THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1(H) OF THE CONDITIONS AND STIPULATIONS OF THE POLICY), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: NORTHERN ILLINOIS GAS COMPANY, LESSOR, AND BANK OF RAVENSWOOD, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1979 AND KNOWN AS TRUST NUMBER 25-3933, AS LESSEE, DATED JANUARY 1, 1979, A MEMORANDUM OF WHICH LEASE WAS MADE BY AND BETWEEN NICOR GAS, LESSOR AND BANK OF RAVENSWOOD, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1982 AND KNOWN AS TRUST NUMBER 25-5502, SUCCESSOR LESSEE AND WAS RECORDED SEPTEMBER 22, 2000 AS DOCUMENT R2000-148055, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 1979 AND ENDING DECEMBER 31, 2013, WITH THE OPTION TO EXTEND THE LEASE FOR 12 TERMS OF 5 YEARS EACH AND AS ASSIGNED PURSUANT TO ASSIGNMENT OF INDENTURE OF LEASE MADE BY AND BETWEEN LOMBARD-FAIRFIELD, LLC TO 611 BUTTERFIELD ROAD LLC RECORDED AUGUST 14, 2014, AS DOCUMENT R2014-072883: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 IN NAEGELE'S RESUBDIVISION, BEING A RESUBDIVISION OF PARTS OF LOTS 2 AND 3 IN NAEGELE'S ASSESSMENT PLAT IN SECTIONS 29 AND 32, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID PLAT OF RESUBDIVISION RECORDED SEPTEMBER 22, 1959 AS DOCUMENT 940835; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 3

EXTENDED SOUTHERLY 83.07 FEET TO THE NORTH RIGHT OF WAY LINE OF THE ILLINOIS STATE TOLL HIGHWAY; THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF THE ILLINOIS STATE TOLL HIGHWAY TO A POINT IN THE EAST LINE OF FAIRFIELD AVENUE AS NOW PLATTED AND RECORDED AND VACATED BY DOCUMENT R71-61911; THENCE NORTHWESTERLY ALONG SAID EAST LINE OF FAIRFIELD AVENUE TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 410.23 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.
PIN: Pt. 06-29-402-022

PARCEL 4:

LOT 1 IN YORKTOWN CENTER ASSESSMENT PLAT OF TRACT 5 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID ASSESSMENT PLAT RECORDED DECEMBER 10, 1979 AS DOCUMENT R79-110076, IN DU PAGE COUNTY, ILLINOIS.
PIN: 06-29-402-014

PARCEL 5:

LOTS 1 AND 2 IN 641 BUTTERFIELD ROAD ASSESSMENT PLAT OF LOT 2 IN YORKTOWN CENTER ASSESSMENT PLAT OF TRACT 5 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID ASSESSMENT PLAT RECORDED FEBRUARY 27, 2007 AS DOCUMENT R2007-035602, IN DU PAGE COUNTY, ILLINOIS.
PIN: 06-29-402-030 and 031

PARCEL 6:

LEASEHOLD ESTATE CREATED BY A CERTAIN INDENTURE OF LEASE MADE BY NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS CORPORATION TO J.R. GOTTLIEB AND ASSOCIATES, AN ILLINOIS CORPORATION, RECORDED AS DOCUMENT R79-51406 AND ASSIGNED TO THE FIRST NATIONAL BANK OF DES PLAINES AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 21, 1978 AND KNOWN AS TRUST NUMBER 90572442 BY ASSIGNMENT RECORDED AS DOCUMENT R79-51407 AND ASSIGNED TO K/B OPPORTUNITY FUND I, L. P., A DELAWARE LIMITED PARTNERSHIP BY ASSIGNMENT RECORDED JUNE 29, 1994 AS DOCUMENT R94-143186 AND ASSIGNED TO DUKE REALTY LIMITED PARTNERSHIP, AN INDIANA LIMITED PARTNERSHIP BY ASSIGNMENT AND ASSUMPTION OF GROUND LEASE RECORDED MAY 22, 1998 AS DOCUMENT R98-097831, AND FURTHER ASSIGNED TO 611 BUTTERFIELD ROAD LLC BY ASSIGNMENT AND ASSUMPTION OF GROUND LEASE RECORDED JUNE 22, 2000 AS DOCUMENT R2000-094961, DEMISING AND LEASING FOR A TERM OF YEARS BEGINNING JUNE 1, 1979 AND ENDING MAY 31, 2014 THE FOLLOWING DESCRIBED LAND TO WIT:

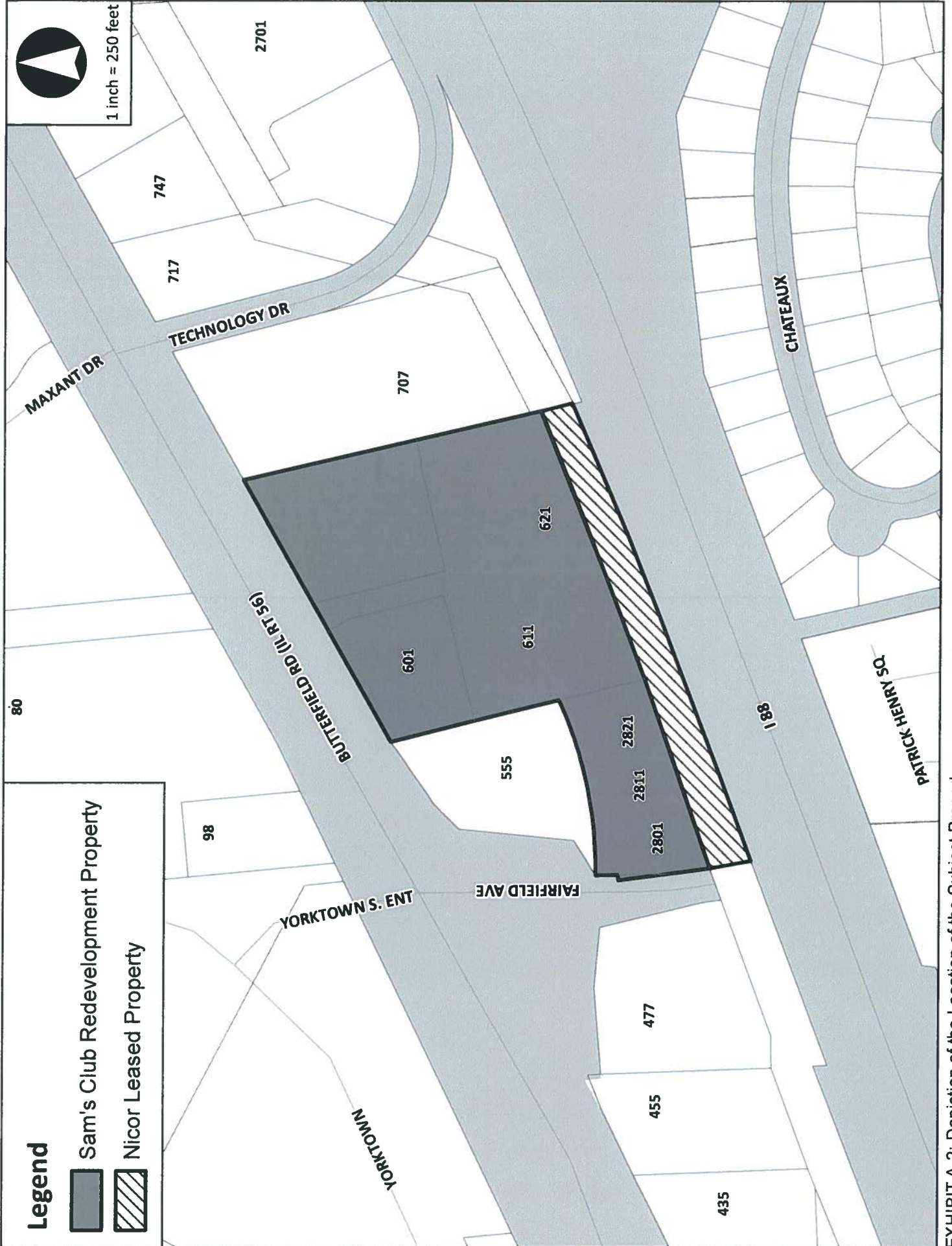
ALL THAT PART OF TRACT #5 OF PLAT OF SURVEY OF THE BOEGER FARM SOUTH OF BUTTERFIELD ROAD (RECORDED AS DOCUMENT 789439) IN THE EAST HALF OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 88 DEGREES 40 MINUTES WEST ALONG THE SOUTH LINE OF SAID SECTION 29 A DISTANCE OF 1014.30 FEET TO THE WEST LINE OF SAID TRACT #5, BEING ALSO THE EAST LINE OF YORKSHIRE PRIVATE FARMS, YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT #3; THENCE NORTH 12 DEGREES 05 MINUTES WEST ALONG THE WEST LINE OF SAID TRACT #5, A DISTANCE OF 1702.74 FEET; THENCE NORTH 12 DEGREES 50 MINUTES WEST ALONG THE WEST LINE OF SAID TRACT #5, A DISTANCE OF 232.27 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREBY CONVEYED; SAID POINT BEING IN THE NORTHERLY LINE OF THAT CERTAIN TRACT OR PARCEL OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED MARCH 1, 1957 RECORDED IN DUPAGE COUNTY, ILLINOIS ON MARCH 12, 1957 IN BOOK 871 ON PAGE 610 AS DOCUMENT 835250; THENCE NORTH 70 DEGREES 25 MINUTES 30 SECONDS EAST ALONG THE NORTHERLY LINE OF THE TRACT OF LAND SO CONVEYED BY DEED DATED MARCH 1, 1957 A DISTANCE OF 233.68 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG THE NORTHERLY LINE OF THE TRACT OF LAND SO CONVEYED BY DEED DATED MARCH 1, 1957 BEING A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 11,334.19 FEET A DISTANCE OF 344.18 FEET TO THE EASTERLY LINE OF SAID TRACT #5, THENCE NORTH 12 DEGREES 05 MINUTES WEST ALONG THE EASTERLY LINE OF SAID TRACT #5, A DISTANCE OF 83.41 FEET MORE OR LESS, TO A POINT DISTANCE 82.5 FEET, MEASURED AT RIGHT ANGLES, NORTHERLY, FROM THE NORTHERLY LINE OF THE TRACT OF LAND SO CONVEYED BY DEED DATED MARCH 1, 1957 EXTENDED; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF THE TRACT OF LAND SO CONVEYED BY DEED DATED MARCH 1, 1957, BEING A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 11,251.69 FEET, A DISTANCE OF 353.97 FEET TO A POINT OF TANGENT; THENCE SOUTH 70 DEGREES 25 MINUTES 30

SECONDS WEST, TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 223.94 FEET TO THE WESTERLY LINE OF SAID TRACT #5; THENCE SOUTH 12 DEGREES 50 MINUTES EAST ALONG THE WESTERLY LINE OF SAID TRACT #5, A DISTANCE OF 83.07 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.
PIN: Pt. 06-29-402-022

EXHIBIT A-2

Depiction of the Location of the Subject Property

(attached)



Legend

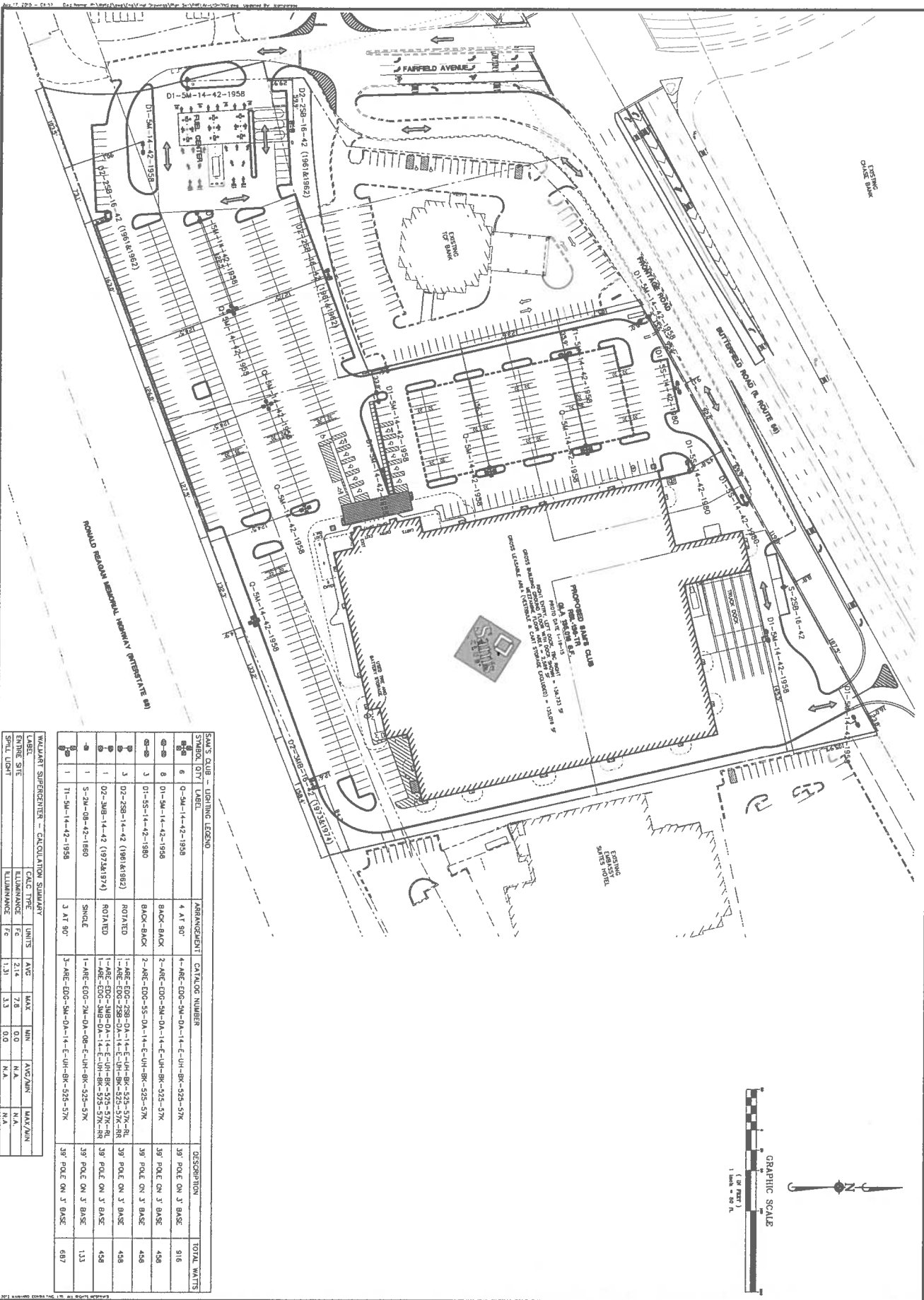
- Sam's Club Redevelopment Property
- Nicor Leased Property

EXHIBIT A-2: Depiction of the Location of the Subject Property

GROUP EXHIBIT B

Description and Depiction of the Project

(attached)

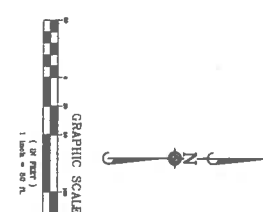


SYMBOL	QTY	ARRANGEMENT	CATALOG NUMBER	DESCRIPTION	TOTAL WATTS
4	1	4 AT 90°	4-ARE-E00-SM-0A-14-E-UH-BK-525-57K	39' POLE ON 3' BASE	916
6	1	6-BAK-BACK	2-ARE-E00-SM-0A-14-E-UH-BK-525-57K	39' POLE ON 3' BASE	458
8	1	8-BAK-BACK	2-ARE-E00-SM-0A-14-E-UH-BK-525-57K	39' POLE ON 3' BASE	458
3	1	3-BAK-BACK	2-ARE-E00-SM-0A-14-E-UH-BK-525-57K	39' POLE ON 3' BASE	458
3	1	3-ROTATED	1-ARE-E00-258-DA-14-E-UH-BK-525-57K-RL 1-ARE-E00-258-DA-14-E-UH-BK-525-57K-RR 1-ARE-E00-258-DA-14-E-UH-BK-525-57K-RL	39' POLE ON 3' BASE	458
1	1	1-SINGLE	1-ARE-E00-2M-0A-08-E-UH-BK-525-57K	39' POLE ON 3' BASE	133
1	1	1-SINGLE	3-ARE-E00-SM-0A-14-E-UH-BK-525-57K	39' POLE ON 3' BASE	687

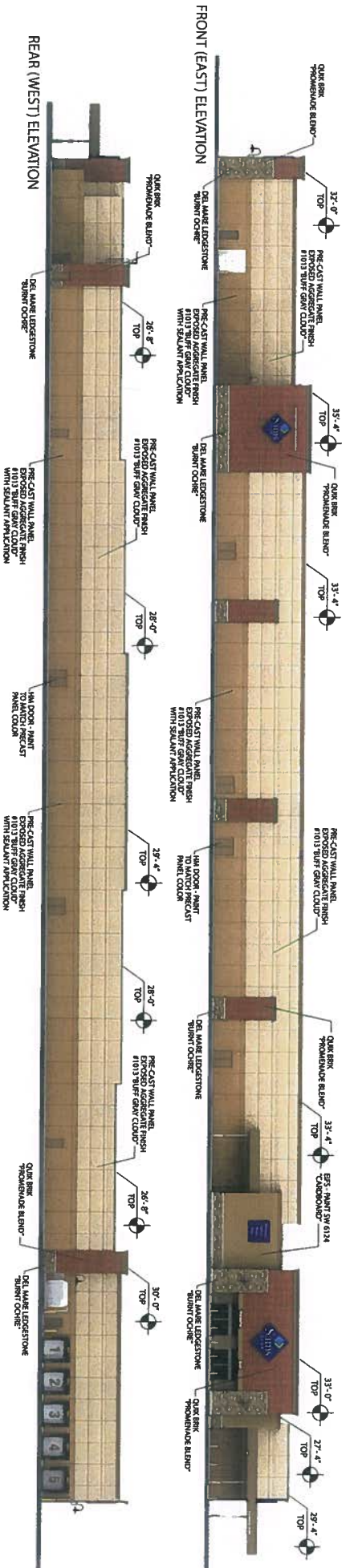
WALWART SUPERCENTERS - CALCULATION SUMMARY					
LABEL	CALC TYPE	UNITS	AVG	MAX	MIN
ENTIRE SITE	ILLUMINANCE	Fc	2.14	7.8	0.0
SPLIT LIGHT	ILLUMINANCE	Fc	1.31	3.3	0.0
				AVG/MIN	MAX/MIN
				N.A.	N.A.

PROPOSED SAM'S CLUB NO. 7666-00
 VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS
 PRELIMINARY LIGHTING PLAN

Manhard CONSULTING LTD
 800 Westville Parkway, Vernon Hills, IL 60061 | 847.434.8800 | 847.434.8239
 Civil Engineers • Surveyors • Water Resources Engineers • Major & Masterpiece Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners



NO.	REVISION	DATE



August 6, 2015

Lombard, IL #7666

Proposed Elevations

1

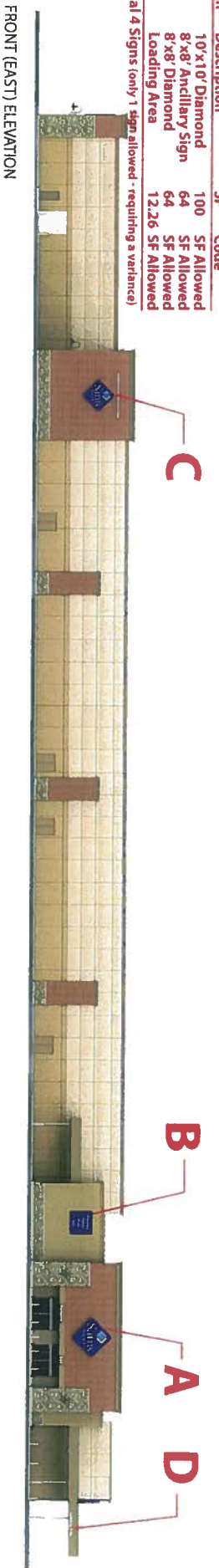
THESE ELEVATIONS ARE PRELIMINARY. THEY ARE FOR CONSULTATION ONLY. BUILDING ANALYSIS SHOWN ARE A REPRESENTATION OF THE CURRENT DESIGN INTENT ONLY. THE BUILDING IMAGES MAY NOT REFLECT VARIATIONS IN COLOR, TONE, LINE, SHAPE, AND/OR LIGHT INTENSITY MATERIALS, TEXTURE, COMBINATION, AND STYLE. CONSTRUCTION VARIATIONS REQUIRED BY BUILDING CODES OR INSPECTORS, MATERIALS OR FINAL DESIGN DEVELOPING.



Summit
Architecture

Front (East) Elevation

Sign	Description	SF	Code
A	10'x10' Diamond	100	SF Allowed
B	8'x8' Ancillary Sign	64	SF Allowed
C	8'x8' Diamond	64	SF Allowed
D	Loading Area	12.26	SF Allowed
Total 4 Signs (only 1 sign allowed - requiring a variance)			



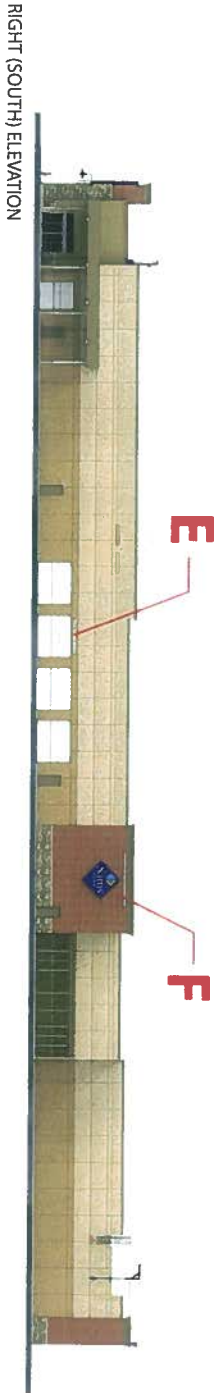
FRONT (EAST) ELEVATION



REAR (WEST) ELEVATION

Right (South) Elevation

Sign	Description	SF	Code
E	8'x8' Diamond	64	SF Allowed
F	Tire Installation	11.33	SF Allowed
Total 2 Signs (only 1 sign allowed - requiring a variance)			



RIGHT (SOUTH) ELEVATION

Left (North) Elevation

Sign	Description	SF	Code
G	8'x8' Diamond	64	SF Allowed
Total 1 Sign (only 1 sign allowed - no variance needed)			



LEFT (NORTH) ELEVATION

Total Front (East) Elevation	240.26 SF
Total Right (South) Elevation	75.33 SF
Total Left (North) Elevation	64.00 SF
Total Building Signage	379.59 SF

Frontage along Butterfield Road (Route 56) is 604 lineal feet.
 (*1 SF of signage per each lineal foot of frontage is allowed)

DESIGN REPRESENTATION ONLY - NOT FOR CONSTRUCTION! The building images shown are a representation of the current design intent only. The building images may not reflect variations in color, tone, hue, tint, shading, ambient light intensity, materials, texture, content, font style, construction variations required by building codes or inspectors, materials or final design detailing.



PRE-CAST WALL PANEL.
EXPOSED AGGREGATE FINISH
#1013 "BUFF GRAY CLOUD"
WITH SEALANT APPLICATION
(TO MATCH BUILDING)

QUICK BRICK
"PROMENADE BLEND"
(TO MATCH BUILDING)

DEL MARE LEDGESTONE
"BURNT OCHRE"
(TO MATCH BUILDING)

August 6, 2015



Lombard, IL #7666

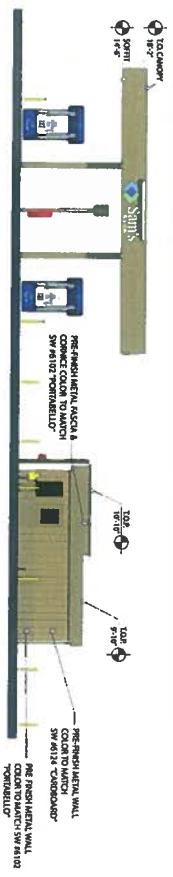
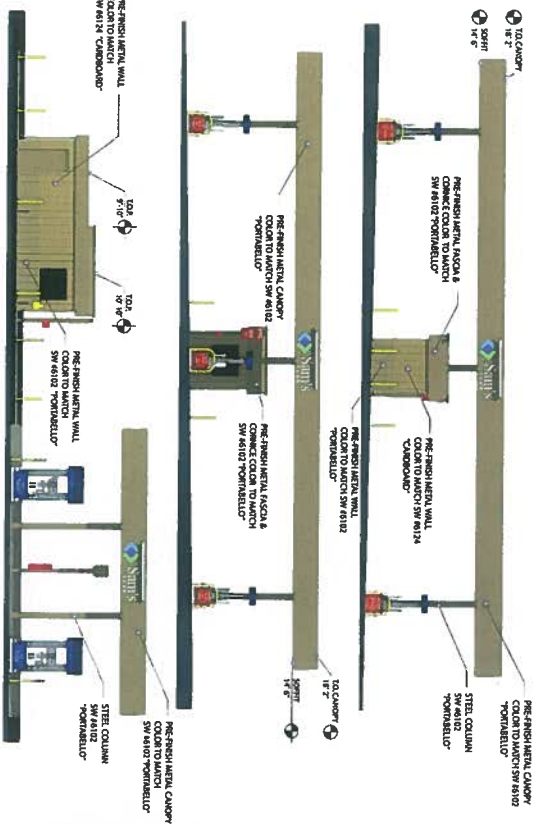
Bale and Pallet/Organics Screen Wall



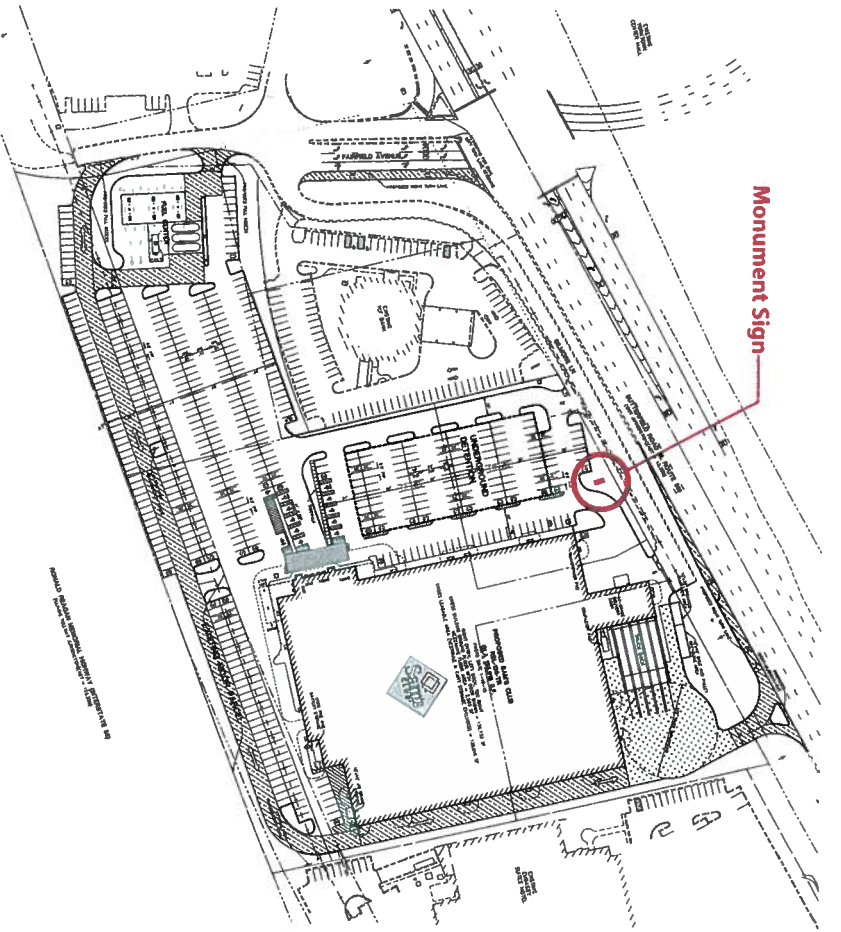
Lombard, IL #7666

Fuel Station

DESIGN REPRESENTATION ONLY. NOT FOR CONSTRUCTION. The building images shown are a representation of the current design intent only. The building images may not reflect conditions in color, tone, hue, tint, shading, ambient light intensity, materials, textures, contrast, line style, construction variations required by building codes or inspections, materials or final design detailing.

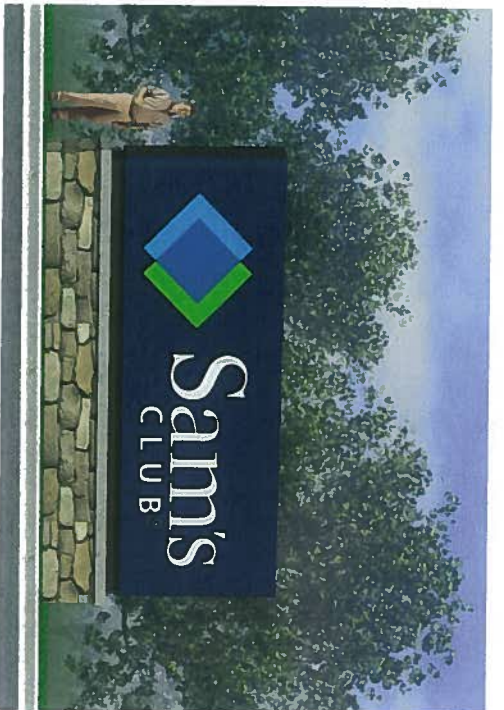


Sign	Qty.	Height	Area (SF)	Total (SF)
Sam's Club	4.00	2'-0"	19.01	76.04
Total Canopy Signage				76.04



Monument Sign

Sign	Qty.	Illumination	Area (SF)	Total (SF)
Monument Sign on Illinois Route 56	1	Internal	99.5	99.5
Total Site Signage			99.5	99.5



Sign SF Code
 Monument 99.5 125 SF Allowed on Rt. 56



Site Signage

5

August 6, 2015



Lombard, IL #7666

DESIGN REPRESENTATION ONLY - NOT FOR CONSTRUCTION. This building renders show site & representation of the current design intent only. The building images may not reflect variations in color, tone, hue, tint, shading, ambient light intensity, material, texture, contrast, form style, construction variations required by building codes or inspections, materials or final design detailing.

EXHIBIT C

Estimated Project Costs

(attached)

CONCEPTUAL ENGINEER'S OPINION OF PROBABLE COST
SITE REDEVELOPMENT COSTS
PROPOSED SAM'S CLUB #7666-00 (Preliminary Engineering)
LOMBARD, ILLINOIS
June 12, 2015

ITEM	DESCRIPTION	QUANTITY	UNIT	COST OF IMPROVEMENTS W/ OH & P
ON-SITE IMPROVEMENTS				
TEMPORARY CONSTRUCTION ITEMS (FENCING & STAGING AREA)				
1	Construction Fencing around site, pond, building etc.	2300	SF	
2	Temporary construction site lighting		1 Lump Sum	
3	Mobilization		1 Lump Sum	
SUBTOTAL - TEMPORARY CONSTRUCTION ITEMS (FENCING & STAGING AREA)				\$28,837
SITE PREPARATION / DEMOLITION				
1	Demo existing building structures other than Wal-Mart Buildings		SF	
2	Asbestos abatement removal		Lump Sum	
3	Demo storm sewer	2,880	LF	
4	Demo existing curb and gutter	3,000	LF	
5	Demo existing pavement - crush and reused on-site as aggregate base course	11,800	CY	
6	Demo existing Watermain	1,600	LF	
7	Demo Existing Sanitary	850	LF	
8	Remove existing parking lot light poles and bases	40	EACH	
9	Remove and relocate existing overhead electric lines and power pole	1	EACH	
10	Demo existing electrical line	2,100	LF	
11	Demo existing gas main	1,900	LF	
12	Demo existing telephone line	2,230	LF	
SUBTOTAL - SITE PREPARATION / DEMOLITION				\$576,473
EARTHWORK				
1	Survey Services-Site Layout, Staking, and as-builts		1 Lump Sum	
2	Stock pile and reuse top soils (excess beyond reuse must be disposed of off-site)	1,500	CY	
3	Proof roll site	53,300	SY	
4	Cut and Fill Rotation with a scraper	56,700	CY	
5	Import granular materials/gravel	1,750	CY	
6	Bldg pad sub grade compaction and grading (excludes bldg pad sub base gravel/rock)	142,000	SF	
7	Hauloff excess topsoil	62	CY	
8	Hauloff excess clay	303	CY	
9	Import granular subbase for 4" pavement subgrade cap	6,100	CY	
SUBTOTAL - EARTHWORK				\$745,866
EROSION AND SEDIMENTATION				
1	Truck exit wash down area as needed and/or required		1 Lump Sum	
2	Erosion control system complete		1 Lump Sum	
3	Erosion and Sediment Control System Maintenance through NOT		1 Lump Sum	
SUBTOTAL - EROSION AND SEDIMENTATION				\$296,269

CONCEPTUAL ENGINEER'S OPINION OF PROBABLE COST
SITE REDEVELOPMENT COSTS
PROPOSED SAM'S CLUB #7666-00 (Preliminary Engineering)
LOMBARD, ILLINOIS
June 12, 2015

ITEM	DESCRIPTION	QUANTITY	UNIT	COST OF IMPROVEMENTS W/ OH & P
STORMWATER IMPROVEMENTS				
1	12 inch dia. __RCP__ Pipe	820	LF	
2	15 inch dia. __RCP__ Pipe	370	LF	
3	18 inch dia. __RCP__ Pipe	380	LF	
4	24 inch dia. __RCP__ Pipe	330	LF	
5	30 inch dia. __RCP__ Pipe	245	LF	
6	36 inch dia. __RCP__ Pipe	140	LF	
7	42 inch dia. __RCP__ Pipe	510	LF	
8	4" dia. PVC Pipe	550	LF	
9	6' Diameter Restrictor manhole	100	EACH	
Pre cast structures (includes excavation, backfill, and compaction)				
1	2' dia. Inlet	5	EACH	
2	4' dia. Manhole	11	EACH	
3	5' dia. Manhole	2	EACH	
4	6' dia. Manhole	1	EACH	
5	7' dia. Manhole	1	EACH	
6	Trench backfill	3,830	CY	
CIP Structures (includes excavation, backfill, and compaction)				
1	Post construction BMPS (water quality manufactured device)	6	EACH	
2	Underground detention	6	Ac. - Ft.	
SUBTOTAL - STORMWATER IMPROVEMENTS				\$2,423,478
LANDSCAPING IMPROVEMENTS				
1	Trees Large	60	EACH	
2	Shrubs/Plants	200	EACH	
3	Irrigation system	1	Lump Sum	
4	Green area seeding, mulching, sod, top soils, etc.	10000	SY	
5	First years maintenance per specifications	1	Lump Sum	
SUBTOTAL - LANDSCAPING IMPROVEMENTS				\$275,201
SITE SECURITY/ SCREENING/ MISCELLANEOUS				
1	Screen Walls		SF Face	
SUBTOTAL - SITE SECURITY/ SCREENING/ MISCELLANEOUS				\$0

CONCEPTUAL ENGINEER'S OPINION OF PROBABLE COST
SITE REDEVELOPMENT COSTS
PROPOSED SAM'S CLUB #7666-00 (Preliminary Engineering)
LOMBARD, ILLINOIS
June 12, 2015

ITEM	DESCRIPTION	QUANTITY	UNIT	COST OF IMPROVEMENTS W/ OH & P
WATER MAIN IMPROVEMENTS				
1	8" C-900 PVC/DI	80	L.F.	
2	3" C-900 PVC/DI	75	L.F.	
3	Fire Hydrant 6" includes fire hydrant, valve, valve box, pipe/fittings and mainline tee	5	EACH	
4	8" Gate Valve with valve vault	1	EACH	
5	3" Gate Valve with valve box	1	EACH	
6	12" PVC/DI	1,740	LF	
7	1" water service	380	LF	
8	12" valve and vault	4	EACH	
9	1" valve and vault box	1	EACH	
10	Trench Backfill (CA-6)	1,260	CY	
11	Dry connection to existing water main	2	EACH	
SUBTOTAL - WATER MAIN IMPROVEMENTS				\$216,079
SANITARY SEWER IMPROVEMENTS				
1	Grease traps	2	EACH	
2	Manhole P.C. with cover	4	EACH	
3	4" dia. PVC-SDR 35	35	LF	
4	6" dia. PVC-SDR 35	1,190	LF	
5	8" dia. PVC-SDR 35	140	LF	
6	Trench Backfill (CA-6)	2,020	CY	
SUBTOTAL - SANITARY SEWER IMPROVEMENTS				\$161,894
GAS & ELECTRIC SERVICE IMPROVEMENTS				
1	Gas utility installation-by contractor, not utility	1	Lump Sum	
2	Electrical service installation-by contractor, not utility	1	Lump Sum	
3	Transformer Pad	1	Lump Sum	
4	Telephone service	1	Lump Sum	
5	Telephone conduit to gas station	1	Lump Sum	
6	Electric conduit to gas station	1	Lump Sum	
SUBTOTAL - GAS & ELECTRIC SERVICE IMPROVEMENTS				\$46,086
PAVING AND PARKING LOT				
1	Regular duty asphalt (incl. base)	20,000	S.Y.	
2	Heavy duty asphalt (incl. base)	6,700	S.Y.	
3	Heavy duty concrete (incl. base) _____"Thick / _____"S.B.	2,260	S.Y.	
4	Curb and gutter (TYPE A)	7,965	L.F.	
SUBTOTAL - PAVING AND PARKING LOT				\$1,512,709

CONCEPTUAL ENGINEER'S OPINION OF PROBABLE COST
SITE REDEVELOPMENT COSTS
PROPOSED SAM'S CLUB #7666-00 (Preliminary Engineering)
LOMBARD, ILLINOIS
June 12, 2015

ITEM	DESCRIPTION	QUANTITY	UNIT	COST OF IMPROVEMENTS W/ OH & P
PARKING LOT DETAILS				
1	Striping	10,840	L.F.	
2	Fire Lane	410	L.F.	
3	Truck Alignment	1,300	L.F.	
4	Accessible Symbols	13	EACH	
5	Directional arrows	60	EACH	
6	Parking lot lighting (bases, painting, ground rod, conduit, wiring and terminations)	20	EACH	
7	Bollards	7	EACH	
8	Accessible Signs	12	EACH	
SUBTOTAL - PARKING LOT DETAILS				\$185,562.99

ON-SITE IMPROVEMENTS TOTAL **\$6,468,455**

ON-SITE SERVICE EXTENSIONS (PAID BY WAL-MART DIRECTLY TO UTILITY OR PAID AS REIMBURSABLE TO CONTRACTOR)

1	Electric Service Primary Raceway system (from utility service to xfmer)	200	L.F.	
2	Electric Service Secondary Raceway system (from xfmer to bldg)	40	L.F.	
3	Gas Service	1	Lump Sum	
4	Electric Transformer	1	Lump Sum	
5	Telephone Service (Sam's Club and Fuel Station)	1	Lump Sum	
6	Electric Service (Sam's Club and Fuel Station)	1	Lump Sum	

SUBTOTAL - ON-SITESERVICE EXTENSIONS **\$146,159.25**

ON-SITE TOTAL W/ SOFT COSTS **\$6,614,615**

CONCEPTUAL ENGINEER'S OPINION OF PROBABLE COST
SITE REDEVELOPMENT COSTS
PROPOSED SAM'S CLUB #7666-00 (Preliminary Engineering)
LOMBARD, ILLINOIS
June 12, 2015

ITEM	DESCRIPTION	QUANTITY	UNIT	COST OF IMPROVEMENTS W/ OH & P
OFF-SITE IMPROVEMENTS				
LANDLORD WORK				
1	Demo existing building structures other than Wal-Mart buildings	36600	SF	
2	Asbestos abatement removal		1 Lump Sum	
SUBTOTAL - LANDLORD WORK				\$273,884
ROADWAY IMPROVEMENTS - BUTTERFIELD RD				
1	Eathwork cut/fill/grading and compacting		1 Lump Sum	
2	Subbase and paving	330	SY	
3	Markings striping and signs		1 Lump Sum	
4	Curbs and Gutters	85	LF	
5	Demo existing curb	350	LF	
6	2" mill and resurface for left turn lane	400	SY	
7	4" termoplastic striping	1,660	LF	
8	"Left/Right turn only" pavement marking		4 EACH	
9	Temporary traffic signals		1 Lump Sum	
10	Modify existing traffic signals for WB dual left turn lanes		1 EACH	
11	Upgrade signal interconnection		1 EACH	
12	B-6.24 curb and gutter	520	LF	
13	Barrier Median for SB dual left turn lanes	735	LF	
14	Export material as special waste	150	CY	
SUBTOTAL-BUTTERFIELD RD IMPROVEMENTS				\$177,314
ROADWAY IMPROVEMENTS - FAIRFIELD AVE				
1	Eathwork cut/fill/grading and compacting		1 Lump Sum	
2	Subbase and paving	150	SY	
3	Markings striping and signs		1 Lump Sum	
4	Curbs and Gutters	290	LF	
5	Demo existing curb	290	LF	
6	4" termoplastic striping	410	LF	
7	"Right turn only" pavement marking		3 EACH	
8	Through lane pavement markings		3 EACH	
9	Striping removal	150	LF	
10	Telephone pole relocation		1 EACH	
11	Modifications to existing triangular curb island (EB to SB) turn lane modifications		1 Lump Sum	
12	Export material as special waste	100	CY	
SUBTOTAL - FAIRFIELD AVE IMPROVEMENTS				\$68,079

OFF-SITE IMPROVEMENTS TOTAL **\$519,277**

CONCEPTUAL ENGINEER'S OPINION OF PROBABLE COST
SITE REDEVELOPMENT COSTS
PROPOSED SAM'S CLUB #7666-00 (Preliminary Engineering)
LOMBARD, ILLINOIS
June 12, 2015

ITEM	DESCRIPTION	QUANTITY	UNIT	COST OF IMPROVEMENTS W/ OH & P
SITE DEVELOPMENT TOTAL				\$6,987,732
IMPACT / PERMIT FEES				
1	Building Permit	1	Lump Sum	
2	IEPA Watermain	1	Lump Sum	
3	IEPA Sanitary	1	Lump Sum	
4	NPDES NOI	1	Lump Sum	
5	Village Site permit review fees	1	Lump Sum	
TOTAL - IMPACT / PERMIT FEES				\$97,670
SITE DEVELOPMENT TOTAL WITH SOFT COSTS				\$7,085,402

Prepared By: Manhard Consulting, Ltd.
900 Woodlands Parkway
Vernon Hills, Illinois 60061

This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees, landscaping, dewatering, maintenance, bonds or the like.

NOTES:

- 1 New 136,733 S.F. Sam's Club for re-development of former multi-office building site and existing TGI Fridays
- 2 Existing site does not have stormwater detention and is 80% impervious; Underground detention required
- 3 Pavement removal to be processed and re-used on-site as sub-base via raising pad elevation for Sam's to avoid haul-off
- 4 Underground utilities to be abandoned in place and filled with low strength concrete in lieu of removal and haul off as special waste
- 5 Off-Site improvements include demolition of existing buildings on-site and asbestos abatement contingency to be done by Landlord
- 6 Off-Site improvements by Sam's include pavement widening for a right turn lane on Butterfield Rd, pavement widening for right turn lane and dual left turn lanes on Fairfield Rd and traffic signal modifications with interconnect upgrade for adding dual left turn lanes
- 7 OPC does NOT include environmental clean-up or remediation, or relocation of electrical lines on south property line
- 8 Existing on-site soils are assumed suitable for construction. OPC does NOT include clay import or unsuitable export.

Development Premiums

- 1 5.51 Ac-Ft Underground detention included for Sam's site due to lack of area for at-grade basin
- 2 Off-Site roadway improvements on Butterfield Road and Fairfield Ave
- 3 Import granular subbase material to provide 4" CA-6 stone cap on areas utilizing crushed and reused pavement

EXHIBIT D

Net Present Value Calculation Details

(attached)

Lombard Sales Tax Sharing Incentive Model for Proposed Sams Club
Hypothetical Example

Year	Sales Tax				NHR Sales Tax		Total ST Revenue (not incl NHR Sales Tax)	First \$136,000 to Village	Next \$400,000 To Sams Club (1)	Next \$264,000 To Village	Anything Remaining to Sam's Club	Total To Sam's Club
	Assumed Sales	60% GM	40% Food	60% GM	60% GM							
1	70,000,000.00	420,000.00	280,000.00	420,000.00	700,000.00	136,000.00	400,000.00	164,000.00	-	400,000.00	-	400,000.00
2	74,900,000.00	449,400.00	299,600.00	449,400.00	749,000.00	136,000.00	400,000.00	213,000.00	-	400,000.00	-	400,000.00
3	80,143,000.00	480,858.00	320,572.00	480,858.00	801,430.00	136,000.00	400,000.00	264,000.00	1,430.00	401,430.00	1,430.00	401,430.00
4	85,753,010.00	514,518.06	343,012.04	514,518.06	857,530.10	136,000.00	400,000.00	264,000.00	57,530.10	457,530.10	57,530.10	457,530.10
5	91,755,720.70	550,534.32	367,022.88	550,534.32	917,557.21	136,000.00	400,000.00	264,000.00	117,557.21	517,557.21	117,557.21	517,557.21
6	93,590,835.11	561,545.01	374,363.34	561,545.01	935,908.35	136,000.00	400,000.00	264,000.00	135,908.35	535,908.35	135,908.35	535,908.35
7	95,462,651.82	572,775.91	381,850.61	572,775.91	954,626.52	136,000.00	400,000.00	264,000.00	154,626.52	554,626.52	154,626.52	554,626.52
8	97,371,904.85	584,231.43	389,487.62	584,231.43	973,719.05	136,000.00	400,000.00	264,000.00	127,323.03	527,323.03	127,323.03	527,323.03
9	99,319,342.95	595,916.06	397,277.37	595,916.06	993,193.43	136,000.00	400,000.00	857,193.43				
10	101,305,729.81	607,834.38	405,222.92	607,834.38	1,013,057.30	136,000.00	3,200,000.00	877,057.30				
Aggregate		5,337,613.17	3,558,408.78	5,337,613.17	8,896,021.95	1,360,000.00	3,200,000.00	3,695,250.73			594,375.20	3,794,375.20
NPV							\$2,173,374.33					\$2,173,374.33
							Total To Village (not incl. NHR Sales Tax)	5,055,250.73				
							Total to Sam's Club	3,794,375.20				
							Total To Village (incl. NHR Sales Tax)	10,392,863.90				
							Total to Sam's Club	3,794,375.20				

Assumptions Yr 1 Sales at \$70M

9.5%ⁱ

7% annual sales increase Yrs 1-5

2% annual sales increase Yrs 6+

60% GM sales & 40% Food Sales

Assumes proto Sams Building

(1) The amount to Sam's Club includes \$200,000 in Year 1 for the building permit fees

First \$136,000 to Village includes \$86,000 in lost taxes from existing business, and \$50,000 for administrative costs

Next \$400,000 to Sam's Club

Next \$264,000 to the Village

Anything Remaining to Sam's Club to pay down NPV early

Hypothetical Example - Formulas

Year	Assumed Sales	Sales Tax			NHR Sales Tax			Total ST Revenue (not incl NHR Sales)	First \$136,000 to Village	Next \$400,000 To Sams Club (1)	Next \$264,000 To Village	Anything Remaining to Sam's Club	Total To Sam's Club
		60% GM	40% Food	60% GM	60% GM								
1	70000000	=B6/100*0.6	=(B6/100)*0.4	=C6	=C6	=C6+D6	=E6	=F((H6-I6)>400000,400000,(H6-I6))	=F((H7-I7)>264000,264000,(H7-I7))	=F((H6-I6)>264000,264000,(H6-I6))	=H6-I6-J6-K6	=L6+L6	
2	=B6*1.07	=B7/100*0.6	=(B7/100)*0.4	=C7	=C7	=C7+D7	=E7	=F((H7-I7)>400000,400000,(H7-I7))	=F((H8-I8)>264000,264000,(H8-I8))	=F((H7-I7)>264000,264000,(H7-I7))	=H7-I7-J7-K7	=L7+L7	
3	=B7*1.07	=B8/100*0.6	=(B8/100)*0.4	=C8	=C8	=C8+D8	=E8	=F((H8-I8)>400000,400000,(H8-I8))	=F((H9-I9)>264000,264000,(H9-I9))	=F((H8-I8)>264000,264000,(H8-I8))	=H8-I8-J8-K8	=L8+L8	
4	=B8*1.07	=B9/100*0.6	=(B9/100)*0.4	=C9	=C9	=C9+D9	=E9	=F((H9-I9)>400000,400000,(H9-I9))	=F((H10-I10)>264000,264000,(H10-I10))	=F((H9-I9)>264000,264000,(H9-I9))	=H9-I9-J9-K9	=L9+L9	
5	=B9*1.07	=B10/100*0.6	=(B10/100)*0.4	=C10	=C10	=C10+D10	=E10	=F((H10-I10)>400000,400000,(H10-I10))	=F((H11-I11)>264000,264000,(H11-I11))	=F((H10-I10)>264000,264000,(H10-I10))	=H10-I10-J10-K10	=L10+L10	
6	=B10*1.02	=B11/100*0.6	=(B11/100)*0.4	=C11	=C11	=C11+D11	=E11	=F((H11-I11)>400000,400000,(H11-I11))	=F((H12-I12)>264000,264000,(H12-I12))	=F((H11-I11)>264000,264000,(H11-I11))	=H11-I11-J11-K11	=L11+L11	
7	=B11*1.02	=B12/100*0.6	=(B12/100)*0.4	=C12	=C12	=C12+D12	=E12	=F((H12-I12)>400000,400000,(H12-I12))	=F((H13-I13)>264000,264000,(H13-I13))	=F((H12-I12)>264000,264000,(H12-I12))	=H12-I12-J12-K12	=L12+L12	
8	=B12*1.02	=B13/100*0.6	=(B13/100)*0.4	=C13	=C13	=C13+D13	=E13	=F((H13-I13)>400000,400000,(H13-I13))	=H14-I14	=F((H13-I13)>264000,264000,(H13-I13))	=H13-I13-J13-K13-46396.02	=L13+L13	
9	=B13*1.02	=B14/100*0.6	=(B14/100)*0.4	=C14	=C14	=C14+D14	=E14						
10	=B14*1.02	=B15/100*0.6	=(B15/100)*0.4	=C15	=C15	=C15+D15	=E15						
Aggregate NPV		=SUM(C6:C16)	=SUM(D6:D16)	=SUM(E6:E16)	=SUM(F6:F16)	=SUM(G6:G16)	=SUM(H6:H16)	=SUM(I6:I16)	=SUM(J6:J16)	=SUM(K6:K16)	=SUM(L6:L16)	=SUM(M6:M16)	

=NPV(9.5%,L6:L15)

=SUM(L6:L16)

=NPV(9.5%,L6:L15)

=SUM(K6:K16)

=NPV(9.5%,J6:J15)

=SUM(I6:I16)

=SUM(H6:H16)

=SUM(G6:G16)

=SUM(F6:F16)

=SUM(E6:E16)

=SUM(D6:D16)

=SUM(C6:C16)

=SUM(B6:B16)

=SUM(A6:A16)

Total To Village (not incl. NHR Sales Tax) =I17+K17

Total To Village (incl. NHR Sales Tax) =K20+F17

Total To Sam's Club =J17+L17

Total To Village (incl. NHR Sales Tax) =K20+F17

Total To Sam's Club =J17+L17

Total To Village (incl. NHR Sales Tax) =K20+F17

Total To Sam's Club =J17+L17

Total To Village (incl. NHR Sales Tax) =K20+F17

Total To Sam's Club =J17+L17