

AGENDA
RULES MEETING OF THE BOARD OF TRUSTEES
VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

Village Hall

7:00 p.m.

April 1, 2013

Roll Call

1. Application for Tax Increment Finance Revenue Sharing at 4 Main Street (Dollar General)
2. Application for Cook County Class 8 Economic Incentive (Dollar General)
3. Approval of a Resolution Regarding the Sale of 4 Main Street, a 1.24 acre vacant land parcel, Park Forest, Illinois a portion of PIN 31-25-403-003-0000 (Dollar General)
4. Consideration of a Resolution to Approve a Final Plat for Millco Investments Resubdivision being a Resubdivision of Part of Lot 3 of Resubdivision of Outlot A in Downtown Park Forest Unit 2 (Dollar General)
5. Resolution to Approve a Benefit-in-Lieu of Property Tax Abatement Agreement for Imageworks Manufacturing, Inc.
6. Resolution to Support an Application for Cook County Community Development Block Grant Funding
7. Consideration of a Resolution Ceding the Aggregate Remaining Unused Allocation of 2013 Private Activity Bond Volume Cap to the Illinois Finance Authority for use by Projects in the Chicago Southland Area
8. Motor Fuel Tax Maintenance Resolution and Municipal Maintenance Cost Estimate for Fiscal Year 2014
9. Purchase of ActiveNet Software for Recreation and Parks Department

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall and on the Village website www.villageofparkforest.com

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the Village Manager's Office at least 48 hours in advance of the scheduled meeting. The Village Manager's Office can be reached via telephone at (708) 283-5605 or (708)748-1129 or via e-mail at sblack@vopf.com. Every effort will be made to allow for meeting participation

MEMORANDUM

DATE: March 28, 2013

TO: Mayor John Ostenburg
Board of Trustees

FROM: Sandra Zoellner, Assistant Director of Economic Development & Planning

RE: Application for Tax Increment Finance Revenue Sharing at 4 Main Street

Applicant: Robert Miller
Milco Acquisition Company, an Illinois Limited Liability Company
19 South LaSalle St, Ste. 1000
Chicago, IL 60603

For: 4 Main Street (a vacant land site)
Park Forest, IL 60466
Permanent Index Number: 31-25-403-003-0000 a 1.24 acre site

BACKGROUND/DISCUSSION:

At the February 19, 2013 Economic Development Advisory Group meeting, Robert Miller requested property tax increment revenue sharing to fill a proven financial gap in the construction pro forma to develop a Dollar General at 4 Main Street.

Using the 2012 County Multiplier and Tax Rate, and the construction pro forma estimate the estimated property taxes on a project with a value of \$1Million at 4 Main Street, Park Forest would be approximately \$185,135 annually. With the Class 8 incentive the taxes would be approximately \$74,013 annually.

Tax Increment Finance Incentive: Tax increment financing (TIF) is a redevelopment tool authorized by State Statute to spur the revitalization of certain areas determined to be in a “blighted” condition. The “tax increment” is the difference in the amount of property taxes collected before and after the designation of a TIF district. It is assumed that there will be a positive tax increment resulting from reinvestment in the property by the municipality and private property owners. In Park Forest, two TIF Districts have been designated, including the DownTown Park Forest TIF District and the Norwood Square Shopping Center TIF District. In both cases, TIF benefits are awarded on a “pay as you go” basis. This means that the private developer must pay for redevelopment costs up-front with the expectation that the tax increment will be sufficient to reimburse them for those redevelopment costs that are TIF eligible. TIF benefits to property owners within the District are not automatic. Each redevelopment project within the TIF District must be approved for benefits based on a detailed analysis of the investment to be made by the developer and the projected impact on tax increment.

The value of the DownTown Tax Increment Finance District was frozen in 1997 to establish the base value of the District. The base taxes, which are non-negotiable, for the development site are

frozen at \$17,549. Using a possible value of \$1Million upon project completion, the increment is determined by estimating the taxes and subtracting the base. A table is attached showing the estimated taxes and increment over a 7 year time period. The development meets the criteria for TIF reimbursement. As noted earlier, this estimate also takes into account a Class 8.

EDAG and Staff support the requested property tax incentive, and request that the Village Board approve a Resolution stating its support for the incentive. The property owner is then responsible for submitting a requisition application to the Village of Park Forest for this incentive.

SCHEDULE FOR CONSIDERATION: This item will be presented to the Board for consideration at the April 1 Rules meeting.

RESOLUTION _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT
INCENTIVE AGREEMENT BETWEEN MILLCO AQUITION COMPANY, LLC
AND THE VILLAGE OF PARK FOREST**

BE IT RESOLVED by the President and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

Section 1. Approval of Economic Development Incentive Agreement. The Economic Development Incentive Agreement between the Millco Acquisition Company, LLC and the Village of Park Forest, attached hereto and incorporated herein by reference, is hereby approved, subject to the review and approval of the Village Attorney.

Section 2. Execution of Economic Development Incentive Agreement. The Village Manager and the Village Clerk are directed to execute the Economic Development Incentive Agreement on behalf of the Village in substantially the form attached and any and all other documents necessary to effectuate the purposes of the Economic Development Incentive Agreement.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this _____ day of _____, 2013.

APPROVED:

John A. Ostenburg
Mayor

ATTEST:

Sheila McGann
Village Clerk

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
BETWEEN MILLCO ACQUISITION COMPANY, LLC AND
THE VILLAGE OF PARK FOREST**

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the “Agreement”) is dated as of the _____ day of _____, 2013, by and between the Village of Park Forest, an Illinois Home Rule Municipal Corporation, with its principal office at 350 Victory Drive, Park Forest, Illinois 60466 (hereinafter referred to as “Village”), and Millco Acquisition Company, LLC, an Illinois Limited Liability Company, with its principal office at 19 South LaSalle Street, Suite 1000, Chicago, Illinois 60603 (hereinafter referred to as “Developer”).

RECITALS

WHEREAS, the Village has the authority, pursuant to its Home Rule Authority and the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes; and

WHEREAS, the Village is authorized under its Home Rule Authority and the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the “Act”) to finance redevelopment in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, the Village prepared a Redevelopment Plan and Project dated November 10, 1997, (the “Park Forest Downtown Redevelopment Plan”), including the land legally described in the Park Forest Downtown Redevelopment Plan (the “Park Forest Downtown Redevelopment Area”); and

WHEREAS, in accordance with the Act, the Village held and conducted public hearings with respect to the Park Forest Downtown Redevelopment Plan, the Park Forest Redevelopment Area and the redevelopment project described in such Park Forest Downtown Redevelopment Plan at meetings of the Village Board of Trustees held on December 16, 1997; and

WHEREAS, the Village Board of Trustees, after giving all notices required by law, and after conducting all public hearings required by law, enacted the following ordinances (collectively the “TIF Ordinances”):

1. Ordinance No. 1633, adopted November 10, 1997, titled “Ordinance Adopting and Approving a Downtown Redevelopment Plan and Redevelopment Project in the Village of Park Forest;”
2. Ordinance No. 1634, adopted November 10, 1997, titled “An Ordinance Designating the Downtown Redevelopment Project Area;” and

3. Ordinance No. 1635, adopted November 10, 1997, titled “An Ordinance Adopting Tax Increment Financing for the Village of Park Forest, Cook and Will Counties, Illinois;” and

WHEREAS, the Developer, desires to purchase, own and develop 1.24 acres of land commonly known as 4 Main Street, Park Forest, Illinois, P.I.N. 31-25-403-003-0000, and legally described in Exhibit A, attached hereto and incorporated herein by reference (“Subject Property”), to construct a proposed Dollar General Store, an approximately 9,100 square feet full-service discount retail store (“Project”) and has entered into a 15-year lease with two (2) five (5) year options with Dollar General at the Subject Property; and

WHEREAS, the Developer has notified the Village that the costs to purchase and subdivide the Subject Property and construct the Project into full Code compliance and install a three-sided brick façade, such sustainable initiatives as can be accommodated, including, but not limited to, light colored roofing and/or green roof design, parking lot design features to reduce heat effects, storm water management system to keep storm water on site, water efficient landscaping, construction waste management, collection and storage of recyclables on site and minimum energy performance standards for the Project as promulgated by the State of Illinois, all which would be cost prohibitive without financial assistance from the Village; and

WHEREAS, the Village desires that the Developer build the Project so that Dollar General operates at the Subject Property; and

WHEREAS, the Village recognizes that the operation of a Dollar General store at the Subject Property prevents a condition of potential blight in a prime commercial location within the Village, and provides both sales and property taxes for the Village as well as employment opportunities for the residents of the Village; and

WHEREAS, the Subject Property is has remained vacant land for more than ten (ten) years; and

WHEREAS, the Project will serve to further the development of adjacent areas;

WHEREAS, without the Agreement, the Project would not be possible; and

WHEREAS, the Developer meets high standards of credit worthiness and financial strength; and

WHEREAS, the Project will strengthen the commercial sector of the Village; and

WHEREAS, the Project will enhance the tax base of the Village; and

WHEREAS, this Agreement is made in the best interests of the Village; and

WHEREAS, the Village is desirous of fostering the development of the Subject Property to increase its property tax base and the real property tax base of taxing districts of our

community and to provide the maximum retailer occupation sales tax from the Subject Property; and

WHEREAS, the Village has taken all necessary corporate action to approve this Agreement; and

WHEREAS, the Developer has taken all necessary action to approve this Agreement.

ARTICLE I RECITALS

1.1. Recitals Incorporated. The representations set forth in the foregoing recitals are a material part of this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I and constitute representations, warranties and agreements of the respective parties hereto.

ARTICLE II UNDERTAKINGS ON THE PART OF THE VILLAGE

2.1. Village's Redevelopment Obligations. The Village shall have the obligations set forth in this section for the furtherance of the Project.

2.2. Tax Increment Financing. Tax increment financing, implemented in accordance with the terms and provisions of the Act and this Redevelopment Agreement, is intended to be one of the sources of funding for the Project. In this regard, the Village agrees to maintain a special tax allocation fund ("Special Tax Allocation Fund") for the deposit of incremental property taxes required by the Act and the Redevelopment Plan approved by the Village.

2.3. Annual Reports. The Village shall maintain eligibility of the Park Forest Downtown Redevelopment Project Area to receive tax increment financing through the preparation and maintenance of annual reports, and other mandates as may be required by the Act.

2.4. Village Deposits. The Village shall deposit one hundred percent (100%) of the incremental property taxes actually received from the Project ("Incremental Property Taxes") in the Special Tax Allocation Fund immediately upon receipt thereof.

2.5. Annual Accounting. The Village shall conduct and prepare an annual accounting of the Incremental Project Property Taxes actually received from the Project and deposited into the Special Tax Allocation Fund. The accounting shall also recite how such funds were disbursed, or are proposed to be disbursed, in accordance with the terms of this Agreement. Such accounting shall be completed, and a copy provided to Developer, no later than December 31st of each year as applicable during the term of this Agreement.

2.6. Allocation of Incremental Project Property Taxes. The amounts of Incremental Property Taxes actually received and deposited into the Special Tax Allocation Fund by the Village shall be allocated as follows with the following priorities as to amounts:

- a) 50% of the Incremental Project Property Taxes shall be retained by the Village; and
- b) 50% of the Incremental Project Property Taxes shall be applied by the Village to the payment of Developer TIF Eligible Project Costs as set forth below, up to the Village maximum distribution amount of one hundred and seventy thousand dollars (\$170,000.00) (“Village Maximum Distribution”).

2.7 TIF Eligible Project Costs. The Village Maximum Distribution shall be the maximum amount of funds that the Village shall distribute for the Project to the Developer based upon the seven-year “TIF Analysis” prepared by the Village, attached hereto and incorporated herein by reference as Exhibit B, which shall be approved in such amounts as are determined by the Village from time to time, in accordance with the requirements and provisions of this Agreement. Notwithstanding any provision hereof to the contrary, the term of this obligation shall continue from the initial reimbursement from any Incremental Project Property Taxes paid by Developer, if any, in the year 2014 (with reimbursement to developer in 2015) through and including any increment property taxes paid by the developer 2020 (with the reimbursement to the Developer in 2021).

2.8 TIF Eligible Project Costs. The Developer shall present to Village on or prior to November 30th of each year a request for payment as set forth in Section 2.9 below for TIF eligible project costs (“TIF Eligible Project Costs”) to be paid pursuant to the terms of this Agreement, showing the total of such costs expended to date. Reimbursement to the Developer shall be subject to the availability of Incremental Property Taxes on deposit in the Special Tax Allocation Fund.

2.9 Developer Submission and Village Review of TIF Eligible Project Cost Requests. The Developer shall submit requests for reimbursement of Developer TIF Eligible Project Costs no later than November 30th of each calendar year. For payments to be made in connection with this Agreement, the Developer shall submit to the Village a written request setting forth the amount for which payment is requested. The request for payment shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence that has not already been delivered by Developer to the Village and as the Village shall reasonably require to evidence appropriate payment of the Developer TIF Eligible Project Costs for which reimbursement is sought. The Village reserves the right to have its engineer or other agents or employees inspect all work regarding a submitted requisition, to examine the Developer’s and other’s records relating to all Developer TIF Eligible Project Costs to be paid, and to obtain from such parties as the Village reasonably determines to be necessary and appropriate such other information as is necessary for the Village to evaluate compliance with the terms hereof. The Village shall have thirty (30) business days after the annual accounting set forth in Section 2.5 hereof to make approved payments. In the event the Village finds an error in the request or the work performed, the Village shall specify such error in reasonable detail within such thirty (30) business days from the date of the request for payment, and the request or the work shall be corrected prior to approval of the portion of the request affected, provided, that all portions not affected by such error shall be remitted as required herein. Notwithstanding the foregoing, the Village shall remit to Developer all permitted reimbursements no later than January 31st.

2.10 Form of Requisition-TIF Eligible Project Costs. Each obligation pursuant to this Agreement shall be effective only upon receipt by the Village of a requisition signed by the Developer certifying:

- (a) The requisition number;
- (b) The name and address of the person, firm or corporation to whom payment is due or has been made, which may include the Village and the Developer;
- (c) The amount to be or which has been paid;
- (d) That each obligation mentioned therein has been properly incurred, is a proper charge against the Developer TIF Eligible Project Costs and has not been the basis for any previous requisition;
- (e) That there has been compliance with this Agreement;
- (f) The purposes for which such payment is to be made and that such payment is only for costs constituting Developer TIF Eligible Project Costs;
- (g) Any contracts, change orders or lien waivers relating to such payment are attached; and
- (h) That the work that is the subject of such requisition has been performed substantially in accordance with the Plans and the payment requested fully covers work performed or materials used at the site of the Project in accordance with the Plans as set forth in Exhibit C attached hereto and incorporated herein by reference.

Upon delivery of the above, the Village will proceed with processing of a requisition, the form of which is attached hereto as Exhibit D.

2.11. No Direct Incentives. The Village shall not negotiate or provide any economic incentive to any tenant located at the Subject Property.

2.12. Reduction of Incentives. In no event shall the total amount paid to the Developer by the Village, whether as a grant or property tax revenue sharing during the term of this Agreement, exceed the amount of certified costs expended by the Developer for TIF eligible capital improvements.

ARTICLE III DEVELOPER'S OBLIGATIONS

3.1. Store Operation. The Developer shall use its best efforts to ensure that throughout the term of this Agreement, the store to be operated by Dollar General, Inc., at the Subject Property pursuant to the Tenant Lease, attached hereto and incorporated herein by reference as Exhibit E, does not close once located within the Village, or relocate outside the corporate boundaries of the Village, unless an equivalent retail store with sales no less than the average sales experienced during the previous three (3) years during which payments were made by the Village is located at and open for business to the general public at the Subject Property within one (1) year of the relocation or closing of the store located at the Subject Property.

3.2. Relocation or Closure of Store. In the event the Dollar General retail store is relocated or closed during the first five (5) years of this Agreement and an equivalent store pursuant to this Section is not located and open for business to the general public at the Subject Property within one (1) year, all obligations of the Village hereunder shall immediately terminate and the Village shall be without further liability to the Developer. In such event, the Developer shall repay to the Village fifty percent (50%) of any and all amounts paid to the Developer pursuant to the Agreement prior to the closure or relocation of the store. Upon the fulfillment of the repayment obligations pursuant to this Section, the Developer shall be relieved from further liability under this Agreement.

3.3. Developer to Remain in Good Standing. The Developer shall maintain itself in good corporate standing throughout the term of this Agreement.

3.4. Confidentiality. The Village shall keep all information provided to it, pursuant to the terms of this Agreement, confidential between it and the Developer and shall not divulge any of said information, without prior written approval of the Developer, but shall use such information only for the purposes of this Agreement, unless otherwise provided by law.

3.5. Costs Certification. On or before November 30, 2013, the Developer shall deliver to the Village certification of all costs expended by it for construction of public works or improvements; financing costs, including interest assistance, studies, surveys and plans; marketing the subject property and project within the TIF, professional services, such as architectural, engineering, legal and financial planning; and, demolition and site preparation to the Subject Property with copies of paid invoices for each item included therein.

3.6. Amounts Due to the Village. The Developer shall promptly pay, as the same become due, any and all amounts due and owing to the Village for any reason and any and all taxes and governmental charges of any kind that may be assessed with regard to its operation, during the term of this Agreement.

3.7. Compliance with Applicable Codes. The Developer shall comply with all applicable zoning ordinances and regulations, building codes, fire codes and all other applicable Village ordinances, resolutions and regulations.

3.8. Compliance with Laws. The Developer shall comply or diligently pursue compliance with all applicable laws, rules and regulations of the State of Illinois, the United States of America, codes, ordinances and regulations of the Village and all agencies having jurisdiction over the Developer.

3.9. Hire Locally. The Developer shall make a "good faith" effort to advertise and hire locally for construction of the Project and require that store operator shall advertise and hire personnel locally within the corporate boundaries of the Village and far south suburbs of Chicago, Illinois.

3.10. Sales Tax Information of Tenant. On or before December 31st of each calendar year during the time period covered by the Agreement, the Developer's tenant shall authorize the Illinois Department of Revenue to release to the Village all sales tax information for the calendar year.

3.11. Legal Expenses. The Developer shall reimburse the Village for all legal expenses related to this Economic Development Incentive Agreement, including drafting of same. The Developer shall reimburse the Village for all legal and professional consulting expenses, pursuant to the Agreement for Reimbursement of Professional Consulting Services, Fees, Fees and Expenses dated February 6, 2013 by and between the Village and Millco Acquisitions Company, LLC.

3.12. Pass Through of Incentive. The Developer may act as a pass through of any incentive provided pursuant to this Agreement to the tenant located at the Subject Property.

3.13. Prevailing Wages. The Developer covenants and agrees to pay, and to contractually obligate and cause any general contractor, contractors and subcontractors to pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department") for the Project and as set forth in the Village's current Prevailing Wage Ordinance. If the Department revises such prevailing wage rates, the revised rates shall apply to all such requests. Upon the Village's request, the Developer shall provide the Village with copies of all such contracts entered into by the Developer or any applicable general contractor to evidence compliance with this Section.

3.14. No Gifts. The Developer covenants that no officer, member, manager, stockholder, employee or agent of Developer, or any other Person connected with the 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.

3.15. Conflicts of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, 65 ILCS 5/11-74.4-4(n), the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the Village, or any consultant hired by the Village or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest in the Property or any other Property in the Redevelopment Project Area, and no such person shall represent any person, as agent or otherwise, who owns or

controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Project Area.

ARTICLE IV TERM AND TERMINATION OF AGREEMENT

4.1. Termination. This Agreement shall terminate upon the last payment by the Village to the Developer pursuant to this Article. For example, if this Agreement commences with the first payment on January 31, 2015, it shall terminate upon the last payment of January 31, 2021, if said payment is made on that date.

4.2. Termination upon Incentive Cap. In the event the Village's Maximum Distribution of one-hundred and seventy thousand dollars (\$170,000.00) is met prior to the expiration of the term of this Agreement pursuant to Section 4.1 above, this Agreement shall automatically terminate upon said Village Maximum Distribution being paid out.

ARTICLE V RESTRICTIONS

5.1. Discrimination Prohibited. The Developer shall strictly adhere to a policy of equal opportunity for employment and will not discriminate against any employee or applicant for employment for the construction of the Project because of race, color, religion, sexual orientation, gender or national origin. The Developer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sexual orientation, gender or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

ARTICLE VI AUTHORIZATION AND ENFORCEABILITY

6.1. Village Authority. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Village's corporate authority, including adoption of an appropriate resolution authorizing execution of this Agreement.

6.2. Developer Authority. The Developer has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings with respect to this Agreement. The Developer hereby represents and warrants: (1) it has full power to execute, deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary proceedings; (2) this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms; and (3) it has requested economic assistance from the Village in order to develop the Project and, but for the economic assistance and the appropriate business conditions, the Project, as contemplated, would not be economically viable nor acceptable to the Developer.

6.3. Developer Existence. The Developer shall 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 Developer maintains an interest in the Subject Property or has any other remaining obligation pursuant to the terms of this Agreement.

6.4. Relationship of the Parties. Nothing in this Agreement shall be deemed or construed by the parties as creating the relationship of principal and agent, or of any partnership or joint venture.

6.6. Non-Conflict or Breach. Neither the execution and delivery of this Agreement by the 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 or any of its partners or ventures is now a party or by which Developer or any of its partners or its ventures 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, any related party or any of its ventures under the terms of any instrument or agreement to which Developer, any related party or any of its partners or ventures is now a party or by which Developer, any related party or any of its ventures is bound.

ARTICLE VII DEFAULTS

7.1. Timely Performance. Failure or delay by any party to timely perform any representation, warranty, covenant, agreement, term or condition of this Agreement after written notice thereof shall constitute an "event of default" under this Agreement. The party who so fails or delays must, upon receipt of written notice of the existence of such event of default, immediately commence to cure, correct or remedy such event of default and thereafter proceed with diligence to cure such event of default. The party claiming such event of default shall give written notice of the claimed event of default to the other party, specifying the event of default. Unless an event of default is cured in full within ten (10) days after service of notice by the party, that party shall be relieved of any and all of its obligations arising pursuant to this Agreement, and such obligations shall be immediately canceled and without any force or effect.

7.2. Cure of Defaults. If such event of default is cured within such ten (10) day period, the event of default shall not be deemed to constitute a default under this Agreement. If the event of default is one which cannot reasonably be cured within a ten (10) day period, upon request and with appropriate showings, the cure period shall be extended for such time as it reasonably necessary for the curing of the same, so long as there is diligent proceeding to cure such event of default. If such event of default is cured within such extended period, the default shall not be deemed to constitute a default under this Agreement. However, an event of default not cured as provided above shall constitute a default under this Agreement. Except as otherwise

expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any event of default or default shall not operate as a waiver of any such event of default or default of any rights or remedies it may have as a result of such event of default or default.

7.3. Enforcement of Default. In the event of a default, the non-defaulting party may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance and observance of any obligation, covenant or agreement. Upon an occurrence of an event of default, the defaulting party shall reimburse the non-defaulting party for all costs incurred in seeking to enforce such obligation, covenant or agreement, including but not limited to costs incurred by use of its employees and attorneys.

ARTICLE VIII RELEASE AND INDEMNIFICATION

8.1. Release and Indemnification. The indemnifications and covenants contained in this Article shall survive termination or expiration of this Agreement.

8.2. Hold Harmless. The Developer shall hold harmless, indemnify and defend the Village and its governing body members, officers, agents, employees and independent contractors from and against all claims, causes of action and suits of every kind and nature, including liabilities, damages costs, expenses and reasonable attorney's fees brought by third parties arising from any and all conduct of the Developer, its independent contractors, tenants, officers, agents, employees, attorneys, representatives or any other person in connection with the rehabilitation and operation of its business at the Subject Property.

8.3. Liability of Village. The Village and its governing body members, officers, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, employees, independent contractors or any other persons who may be about the Subject Property or the construction of the Project.

8.4. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the Village shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

8.5. Covenant Not to Sue. The Developer covenants and agrees that no recourse under or upon any obligation or agreement contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sum agreed by the Village to be paid hereunder, subject to the terms and conditions contained herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village, its officers, agents, attorneys, representatives or employees in excess of such amounts, all and any such rights or claims against the Village, its officers, agents, attorneys, representatives or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

**ARTICLE IX
MUTUAL ASSISTANCE**

9.1. Mutual Assistance. The Village and the Developer agree to take such action, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), supplemental hereto as may reasonably be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent to the extent legally permitted.

**ARTICLE X
MISCELLANEOUS PROVISIONS**

10.1. Entire Agreement. This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the Village and Developer regarding the Subject Property, and may not be modified or amended except by a written instrument executed by both of the parties hereto. Each party acknowledges that no representation or warranties have been made which have not been set forth herein.

10.2. 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 intended to relieve or discharge the obligation or liability of any third person to either the Village or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

10.3. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one (1) Agreement. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

10.4. Special and Limited Obligations. This Agreement shall constitute a special and limited obligation of the Village according to the terms hereof. This Agreement shall never constitute a general obligation of the Village to which its credit, resources or general taxing power are pledged. The Village pledges to the payment of its obligations hereunder solely and only from the Incremental Property Tax revenues set forth herein, if, as and when received and not otherwise.

10.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Developer nor the Village shall be deemed in default with respect to any performance obligations under this Agreement or their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which, if claimed in writing, delivered within thirty (30) days of the event giving rise to constitute an "unavoidable delay"): any strike, lock-out or other labor dispute, civil disorder, inability to procure materials,

failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, acts of nature or third parties, or any other cause beyond the reasonable control of the Developer or the Village or for any other reasons not within the Developer's or the Village's control.

10.6. 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.

10.7. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of such section, subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

10.8. Notices. All notices, demands, requests, consents, approvals or other communications or instruments required or otherwise given under this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally or by telecommunication actually received, or as of the third day from and including date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (unless another address is provided in writing)

To the Developer: Robert Miller
Millco Acquisition Company, LLC
19 South LaSalle St, Ste. 1000
Chicago, Illinois 60603
Fax:

With copies to: Richard M. Dubin
Dubin Singer PC
Three First National Plaza
70 West Madison Street
Suite 4500
Chicago, Illinois 60602
Fax: (312) 345-5701

To the Village: Thomas Mick, Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466
Fax: (708) 503-8560

With copies to: Paul L. Stephanides
Attorney
Robbins Schwartz Nicholas Lifton & Taylor, Ltd.
9550 Bormet Dr., Suite 201
Mokena, Illinois 60448-8360
Fax: (815) 722-0450

10.9. Successor in Interest. The Agreement shall be binding upon and to the benefit of the parties hereto and their respective authorized successors and assigns; provided, however, that Developer may not assign its right under this Agreement without the express written approval of the Village which shall not be unreasonably withheld.

10.10. Caption, Section and Article Headings. The caption, section and article headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.11. Illinois Law. This Agreement shall be construed and interpreted under the internal laws of the State of Illinois. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Illinois for all purposes and intents.

10.12. Effective Date. This Agreement shall be signed last by the Village Manager and the Village Clerk. The Village Clerk shall insert the date upon which this Agreement was so signed and such date shall be the effective date of this Agreement.

10.13. 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 lawfully permitted.

10.14. Conflict of Interest. No member of the Board of Trustees, or any branch of the Village's government who has any power of review or approval of any of the Developer's undertakings shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested.

10.15. Assignment. This Agreement may be assigned after written notice to the Village and approval by the Village of the assignment, and only in the event the assignee continues to operate a discount retail store at the Subject Property and undertakes any and all obligations of the Developer pursuant to this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Village and the Developer have caused this Agreement to be executed in their respective names and the Village has caused its seal to be affixed thereto, and attested as to the date first above written.

VILLAGE OF PARK FOREST

Attest:

By: _____
Name: Thomas K. Mick
Its: Village Manager

By: _____
Name: Sheila McGann
Its: Village Clerk

Date: _____

MILLCO ACQUISITIONS COMPANY, LLC

Attest:

By: _____
Name: Robert Miller
Its:

By: _____
Name:
Its:

Date: _____

EXHIBIT A	Legal Description of Property
EXHIBIT B	Seven Year TIF Analysis
EXHIBIT C	Plan Documents
B-1	Plat of Subdivision
B-2	Site/Landscape Plan
B-3	Building Plans
EXHIBITD	Form of TIF Eligible Project Cost Requisition
EXHIBIT E	Tenant Lease

EXHIBIT A
LEGAL DESCRIPTION

That part of Lot 3 in Resubdivision of Outlot A in Downtown Park Forest Unit 2, being a Resubdivision of Outlot A in Downtown Park Forest Unit 2, being a subdivision of part of the Southeast $\frac{1}{4}$ of Section 25 and the Northeast $\frac{1}{4}$ of Section 36 and also that part of vacated Lakewood Boulevard and vacated Victory Boulevard lying adjacent to Outlot A, all in Township 35 North, Range 13 East of the Third Principal Meridian, according to the Plat of Subdivision thereof recorded September 9, 1999, as Document 99849990, in Cook County, Illinois, described as follows: Commencing at the Northeast Corner of said Lot 3 on the West Line of Western Avenue; thence South 68 Degrees 40 Minutes 50 Seconds West along the North Line of said Lot 3 a distance of 292.90 feet to the point of Main Street; thence South 68 degrees 40 Minutes 50 Seconds West along the North Line of Main Street a distance of 265.50 feet; thence North 21 Degrees 19 Minutes 10 Seconds West a distance of 203.58 feet to the North Line of said Lot 3; thence North 68 Degrees 40 Minutes 50 Seconds East along said North Line a distance of 265.50 feet to the point of beginning in Cook County, Illinois.

Dollar General

TIF ANALYSIS

	Construction										
	Year 2013	(1)	2014	2015	2016	2017	2018	2019	2020	Total	
<u>Taxes Paid</u>			Year 1 (25%)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7		
Estimated Taxes Generated *			18,503	74,012	75,492	77,002	78,542	80,113	81,715	485,379	
Base Year Taxes			<u>(17,549)</u>	(122,843)							
Incremental Taxes			954	56,463	57,943	59,453	60,993	62,564	64,166	362,536	
Developer Increment 50% Adjusted to Maximum **			477	28,232	28,972	29,726	30,496	31,282	<u>32,083</u> <u>(11,268)</u>	20,815	170,000
Village Increment 50% Adjusted to Maximum **			477	28,231	28,972	29,726	30,496	31,282	<u>32,083</u> <u>11,268</u>	43,351	192,535

* Tax assumption based on \$1,000,000 in completed value. Taxes increasing 2% per year starting 2016.

** Village's maximum distribution to developer for developer TIF eligible costs is \$170,000.

(1) Taxes received year. (Incremental taxes payable to developer in the following year.)

EXHIBIT D

FORM OF REQUISITION – TIF ELIGIBLE PROJECT COSTS

Request No: _____

Date: _____

Pursuant to the Economic Development Incentive Agreement (Agreement) between the Village of Park Forest (Village), Cook and Will Counties, Illinois, and _____ (Developer), dated _____, 2013, the Developer hereby requests payment in the amount of _____ dollars (\$ _____) for TIF Eligible Project Costs incurred as follows:

Total payments requested to date:	\$ _____
Less payments disbursed to date:	\$ _____
This request:	\$ _____

Owner/Developer hereby certifies to the Village that as of this date:

1. The total amount of payment requested represents the actual amount incurred, less any amount retained as a hold-back with respect to such work; to the date of this request, by the Developer in undertaking the TIF Eligible Project Costs.
2. All amounts requested herein have been paid or are payable to independent contractors or subcontractors and have been paid or will be paid to the parties entitled to such payments.
3. Owner/Developer has approved all work and materials for which payment has been requested or made.

By: _____
Date: _____

The Village agrees Trustee to disburse funds from the Special Tax Allocation Fund in the amount of \$ _____ in accordance with the Economic Development Incentive Agreement.

THE VILLAGE OF PARK FOREST, ILLINOIS
By: _____
Date: _____

FS NNN

(Revised 04/20/2010)

LEASE

THIS LEASE is entered into as of the Effective Date (as defined herein), by and between Park Forest Main Street, LLC, a limited liability company, as Landlord (the "Landlord"), and DG Retail, LLC, a Tennessee limited liability company, 100 Mission Ridge, Goodlettsville, Tennessee 37072, as Tenant (the "Tenant").

1. BASIC LEASE PROVISIONS.

(a) Effective Date of Lease: September 7, 2012. The "Effective Date" of the Lease shall be the date this Lease has been signed by both Landlord and Tenant and the last party so signing shall fill in such Effective Date; provided further that the last party to sign this Lease shall deliver a fully executed counterpart of this Lease to the other party within five (5) business days after signing.

(b) Name of Landlord and mailing address of Landlord for legal notices:
Park Forest Main Street, LLC
19 South LaSalle Street
Suite 1000
Chicago, IL 60603
Attention: Suzi Drmek and Robert Miller
Landlord's facsimile number is 312-377-7898 and its telephone number is 312-377-7800 Ext 101.

Mailing address for payments of rent:
Park Forest Main Street, LLC
19 South LaSalle Street
Suite 1000
Chicago, IL 60603
Attention: Robert Miller

Landlord's Tax Identification Number:
Landlord's Federal Tax Identification Number is _____.

(c) Name of Tenant and mailing address of Tenant for legal notices:
DG Retail, LLC
100 Mission Ridge
Goodlettsville, TN 37072
Attention: Vice President of Lease Administration

Tenant's facsimile number is (615) 855-4663 and its telephone number is (615) 855-4000.

(d) Name of Guarantor and mailing address of Guarantor:
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Attention: Vice President of Lease Administration

(e) **Demised Premises:** The Demised Premises shall consist of: (i) that certain parcel of land containing approximately 1.22 acres, located at Main Street in the City of Park Forest, County of Cook, State of Illinois 60466, being legally described on **Exhibit A-1** hereof, together with all easements, appurtenances, and improvements thereon (the "Land"), (ii) the 9,100 square foot building to be constructed thereon by Landlord pursuant to the terms of this Lease (the "Building"); and (iii) all landscaping, sidewalks (adjacent to the building and otherwise), entrance ways, curb cuts, parking areas, service drives, driveways, easements storm drainage and utility facilities and all improvements related to the foregoing [said improvements (excluding the Building) being collectively referred to as "Parking Areas"]. Landlord hereby leases unto Tenant, upon the terms and conditions set forth herein, the Demised Premises for the exclusive use of Tenant for the term of this Lease.

Landlord represents and warrants it has entered into a valid contract for the acquisition of the land (and all improvements thereon, if any) comprising the Demised Premises and preliminarily depicted on **Exhibit B-1** attached hereto as the "Preliminary Site Plan". Prior to the date hereof, Landlord has provided to Tenant, for Tenant's approval: (a) a copy of Landlord's title insurance commitment, along with copies of all title exceptions reflected therein, and (b) a copy of Landlord's ALTA survey of the Demised Premises (and all improvements thereon) which survey is attached hereto as **Exhibit A-2** (the "Survey"). Landlord agrees that the layout of all buildings and improvements as shown on the approved Final Site Plan (as hereinafter defined) shall be shown within the survey boundaries on a separate drawing which shall also reflect the existence and location of any utility connections along the boundary line which are required in order to connect to off-site utilities and the location and existence of any curb cuts connecting to off-site access easements required in order to operate the Demised Premises. Said drawing shall be attached hereto as **Exhibit A-3** at the same time as the Final Site Plan is attached as **Exhibit B**.

Landlord shall be provided with a period of time ("Landlord's Due Diligence Period") in which Landlord shall:

- (i) evaluate the feasibility of purchasing, constructing and delivering the Demised Premises;

- (ii) deliver a Final Site Plan (as hereinafter defined) to Tenant;
- (iii) deliver the completed Exhibit D - "Landlord's Work Schedule" attached hereto to Tenant setting forth the remaining dates for performance of Landlord's Work (as hereafter defined) and Landlord's delivery of the Demised Premises no later than sixty (60) days prior to December 1, 2013 (the "Outside Delivery Date"); and
- (iv) perform the environmental and geotechnical surveys pursuant to Section 3 of the Scope of Work attached hereto as Exhibit C, and deliver same to Tenant for Tenant's review and approval.

Landlord's Due Diligence Period shall commence on the date of full execution of this Lease by both parties, and shall expire two hundred ten (210) days from the date hereof. Notwithstanding anything to the contrary contained herein, in no event shall the date on which the Due Diligence Period expires be less than one hundred eighty (180) days prior to the Outside Delivery Date (as hereinafter defined), except that if Landlord commences construction of the Demised Premises prior to the expiration of the Due Diligence Period, the Due Diligence Period shall automatically expire and Landlord shall be deemed to have waived any right to elect not to proceed with the development of the Demised Premises that may be provided in this Section 1(e).

Notwithstanding any other provision hereof to the contrary, the "Delivery Date" (as defined in Section 2) shall not be a date: (a) earlier than the date which will be set forth in clause (xi) of the Landlord's Work Schedule; (b) that falls within a different fiscal year (February 1 through the next following January 31) than the fiscal year in which the Outside Delivery Date falls; or (c) during the "Blackout Period" from the fifteenth (15th) of November to the fifteenth (15th) of December, and Tenant shall not be obligated to take possession of the Premises during any such dates.

During Landlord's Due Diligence Period, Tenant shall have final and unconditional approval of the site plan for the Demised Premises. The site plan approved by Tenant shall be later attached to this Lease as Exhibit B and is referred to herein as the "Final Site Plan". Notwithstanding anything to the contrary herein, Tenant shall have the right to withhold final approval of any proposed final site plan if Tenant is not, in its sole discretion, satisfied that the site plan proposed by Landlord depicts the same location, access, easements and layout of the buildings and parking areas comprising the Demised Premises as approved by Tenant's "Real

Estate Committee” prior to the date of execution of this Lease (the “Preliminary Site Plan”), as depicted on Exhibit B-1.

Landlord expressly acknowledges and agrees that if Landlord fails to satisfy any or all of the conditions set forth in subsections (ii) or (iv) of this Section 1(e), then Tenant shall have the right to terminate this Lease by written notice to Landlord within fifteen (15) days after the end of Landlord’s Due Diligence Period. Furthermore, in the event Landlord (a) provides Tenant with a Landlord’s Work Schedule pursuant to subsection (iii) of this Section 1(e) that does not obligate Landlord to deliver the Demised Premises at least sixty (60) days prior to the Outside Delivery Date, or (b) Landlord fails to deliver Landlord’s Work Schedule to Tenant prior to the expiration of Landlord’s Due Diligence Period, then Tenant shall, at its option, have the right to terminate this Lease by written notice to Landlord within fifteen (15) days after the expiration of the Due Diligence Period, or, if Tenant does not elect to terminate the Lease, the “Delivery Date” (as defined in Section 2) shall be deemed to be that date which is sixty (60) days prior to the Outside Delivery Date.

Landlord expressly agrees that after Landlord has provided Tenant with the Landlord’s Work Schedule setting forth the Delivery Date in clause (xi) thereon, the Delivery Date may only be changed by mutual written agreement between Landlord and Tenant and only in the form of a fully executed amendment to this Lease or a letter agreement signed by an officer of Tenant and acknowledged by Landlord. Landlord may not rely on any communications purporting to change the Delivery Date other than as set forth above.

In the event Landlord determines that the development of the Demised Premises is not feasible, in Landlord’s sole discretion, Landlord shall have the right to terminate this Lease by written notice delivered to Tenant prior to the expiration of Landlord’s Due Diligence Period. Upon the expiration of Landlord’s Due Diligence Period, such right to terminate this Lease by Landlord shall likewise terminate.

(f) Permitted Use; Representations and Warranties of Landlord Regarding Demised Premises: The Demised Premises may be used for any lawful retail purpose (the “Permitted Use”). Landlord agrees to assist Tenant in obtaining any permits, licenses and/or approvals necessary for Tenant’s Permitted Use and/or business operations from the Premises. Landlord represents and warrants to Tenant that, as of the Delivery Date, there shall be no

restrictions (public or private, including any zoning restrictions or any matters of record) which will prevent Tenant from the full and unrestricted use and enjoyment of the Demised Premises for the Permitted Use or otherwise in accordance with the terms of this Lease. Landlord expressly represents and warrants to Tenant that, as of the Delivery Date, there shall be no restrictions upon the time of day within which deliveries may be made to the Demised Premises except as follows: "None".

Landlord hereby represents to Tenant that, to the best of Landlord's knowledge, the Demised Premises will not, on the Delivery Date, contain any hazardous substances. Landlord has received no written notice alleging that the Demised Premises is in violation of any environmental laws, regulations, ordinances or rules. Landlord covenants, at its cost and expense, to protect, indemnify, defend and save Tenant harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs or expenses of any kind or nature (including, without limitation, attorney's fees and expert's fees) which may at any time be imposed upon, incurred by, asserted or awarded against Tenant as a result of the presence of hazardous substances on, or discharged from, the Demised Premises (unless due to the act or omission of Tenant or its agents, employees or contractors). If the Demised Premises are now or hereafter contaminated (or determined to be contaminated) in any manner with hazardous substances (including in any improvements or equipment, if any, that Tenant or Landlord is required to remove pursuant to the Scope of Work) either (i) as of the Delivery Date, (ii) during the period of performance of Landlord's or Tenant's construction work prior to the Delivery Date, or (iii) following the Delivery Date and at any time throughout the term of this Lease, Landlord shall, at Landlord's sole cost and expense, clean-up, remove and/or remediate such contamination in accordance with all laws, codes and regulations of applicable governmental authorities unless said contamination is due to the act or omission of Tenant or its agents, employees, invitees or contractors.

Tenant covenants to protect, indemnify, defend and save Landlord harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs or expenses of any kind or nature (including, without limitation, attorneys' fees and expert's fees) which may at any time be imposed upon, incurred by, asserted or awarded against Landlord as a result of the presence of hazardous

substances on, or discharged from, the Demised Premises due to the act or omission of Tenant or its agents, employees, invitees or contractors.

(g) Tenant's Exclusive Use Rights: Landlord covenants and agrees not to develop or construct, or allow to be developed or constructed, any property now or hereafter owned by Landlord or an affiliate of Landlord, or developed or constructed by Landlord or an affiliate of Landlord for a third party, within a one (1) mile radius of the boundaries of the Demised Premises for the purpose of conducting business as, or for use as, a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Ninety-Nine Cents Only, Deals, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept (collectively, the "Exclusive Use Rights"). This covenant shall run with the land and shall be binding upon Landlord and its affiliates and their respective successors, assigns and successors in title to the Demised Premises.

Landlord acknowledges that in the event of any breach by Landlord of the Exclusive Use Rights, Tenant's remedies at law would be inadequate. Therefore, in the event of a breach of the Exclusive Use Rights, Tenant shall be entitled to (i) terminate this Lease upon ninety (90) days notice to Landlord at any time from and after the date such breach occurs, and (ii) pursue any and all remedies available at law or in equity including, without limitation, relief by injunction (or otherwise) as Tenant may elect in its sole discretion. In the event Tenant has not elected to terminate this Lease, during the period any such violation shall continue Tenant shall pay, in lieu of Tenant's fixed monthly rental hereunder and all other charges under this Lease, an amount equal to fifty percent (50%) of Tenant's monthly base rent and other charges under this Lease ("Alternative Rent"). At any time thereafter for as long as the violation continues, Tenant may elect to terminate this Lease on ninety (90) days notice to Landlord. Tenant's remedies, in all events, shall be cumulative rather than exclusive.

(h) Commencement Date: The initial term of this Lease shall commence (and payment of rent shall commence) on the earlier of (i) the date which is sixty (60) days after the Delivery Date (as defined in Section 2); or (ii) the date on which Tenant shall open the Demised Premises for business to the public (such date being hereinafter referred to as the "Commencement Date").

(i) Term: The initial term of this Lease shall end on the last day of the fifteenth (15th) consecutive full Lease Year, unless sooner terminated as provided or permitted herein. Landlord and Tenant shall enter into a Lease Commencement Date Agreement in the form of

Exhibit E hereof to establish the Commencement Date and expiration date of this Lease within thirty (30) days after the Commencement Date. It is expressly agreed that the execution of the Lease Commencement Date Agreement by Tenant shall not constitute acceptance of the Demised Premises as being completed and delivered by Landlord as required herein.

The term "Lease Year" as used herein shall mean each twelve (12) full calendar months during the term hereof. The first Lease Year shall begin on the Commencement Date if the Commencement Date shall occur on the first (1st) day of the month; otherwise, the first Lease Year shall commence on the first day of the first full month next following the period prior to the Commencement Date in the preceding partial month shall be included in the first Lease Year.

(j) Extension Rights: Provided Tenant shall not then be in default hereunder beyond any applicable notice and cure periods, Tenant shall be entitled to extend the term of this Lease for five (5) successive periods of five (5) years each, upon the terms and conditions as herein set forth. Tenant may extend this Lease by giving Landlord written notice as provided herein not less than one hundred eighty (180) days prior to the expiration of the original term or of any renewal thereof. Should Tenant fail to exercise an option to extend this Lease on or prior to the applicable date, Tenant's right to exercise its option to extend shall not expire until thirty (30) days after receipt of written notice by Landlord to Tenant of Tenant's failure to exercise its option. In the event Tenant does not respond by giving notice of the exercise of its option to extend this Lease within such thirty (30) day period, then all succeeding renewals shall terminate.

(k) Rent: The rental during years one (1) through ten (10) of the initial term shall be nine thousand three hundred fifty six and 25/100 (\$9,356.25) dollars per calendar month payable in advance on or before the first day of each month without offset or demand, except as otherwise provided herein.

The rental during years eleven (11) through fifteen (15) of the initial term shall be nine thousand six hundred thirty six and 92/100 (\$9,636.92) dollars per calendar month payable in advance on or before the first day of each month without offset or demand, except as otherwise provided herein.

The rental during the first option period shall be ten thousand six hundred 58/100 (\$10,600.58) dollars per calendar month payable in advance on or before the first day of each month without offset or demand, except as otherwise provided herein.

The rental during the second option period shall be eleven thousand six hundred sixty and 67/100 (\$11,660.67) dollars per calendar month payable in advance on or before the first day of each month without offset or demand, except as otherwise provided herein.

The rental during the third option period shall be twelve thousand eight hundred twenty six and 75/100 (\$12,826.75) dollars per calendar month payable in advance on or before the first day of each month without offset or demand, except as otherwise provided herein.

The rental during the fourth option period shall be fourteen thousand one hundred nine and 42/100 (\$14,109.42) dollars per calendar month payable in advance on or before the first day of each month without offset or demand, except as otherwise provided herein.

The rental during the fifth option period shall be fifteenth thousand five hundred twenty and 33/100 (\$15,520.33) dollars per calendar month payable in advance on or before the first day of each month without offset or demand, except as otherwise provided herein.

(1) **Tenant's Tax Payment:** Landlord will cause the Demised Premises to be taxed as a separate tax parcel within the City or County/Parish in which it is located, as applicable. Tenant shall reimburse Landlord for the ad valorem taxes payable with respect to the Demised Premises within forty-five (45) days after receipt of Landlord's paid receipt for such taxes (excluding any late payment charges or penalties imposed on Landlord). In the event Landlord fails to submit a bill to Tenant within twelve (12) months after the date Landlord pays such taxes, Tenant shall not be obligated to reimburse Landlord. Taxes will be prorated for any partial Lease Year. Landlord is responsible for payment of all impact fees, special assessments and any other taxes or assessments levied or assessed in connection with or as a result of the development of the Demised Premises. Landlord is responsible for payment of all inheritance, estate, successor, transfer, gift, income or sales taxes imposed on Landlord or otherwise relating to the Demised Premises. Tenant shall also pay any taxes imposed upon the personal property of Tenant. In addition, Tenant agrees to pay any sales tax on rents paid by Tenant hereunder or other so-called "rent tax" (such as, by way of example, the Florida sales tax on rent). Landlord agrees to permit Tenant to contest the validity or amount of any taxes by appropriate proceedings. In the event Landlord receives any refund of such taxes, Landlord shall credit such refund to Tenant against the next succeeding payments of taxes due from Tenant. If such refund occurs after the last year of the term, Landlord will refund such amount to Tenant within forty-five (45) days after Landlord's receipt thereof.

2. LANDLORD'S WORK.

Landlord, at its sole cost and expense, shall construct the Demised Premises (consisting of the Building and Parking Areas shown on the Final Site Plan) using new, commercial grade materials, and in accordance with: (i) the Scope of Work, and (ii) the Approved Plans (as hereinafter defined), in a good, workmanlike and lien-free manner, and in accordance with all applicable local, state, and federal health and building codes, regulations, laws and permits (collectively, the "Landlord's Work"). The dates for performance of Landlord's Work shall be set forth on Landlord's Work Schedule as provided in Section 1(e) hereof.

Prior to applying for or obtaining any required permits relative to Landlord's Work, Landlord shall submit the proposed plans and specifications to Tenant for the Demised Premises for Tenant's approval, which plans and specifications shall be prepared by an architect or civil engineer duly licensed in the State in which the Demised Premises are located and shall be based upon and shall incorporate: (i) "Tenant's Prototype Design Package" (as defined in Section 1 of the Scope of Work), and (ii) any "Extraordinary Items" included on the Scope of Work, (collectively, "Tenant's Criteria"), on or before the date set forth in clause (ii) of Landlord's Work Schedule. Landlord shall request Tenant's Criteria from Tenant prior to preparing the Plans. In the event of a discrepancy between the Approved Plans and Tenant's Criteria, Tenant's Criteria shall control. Landlord acknowledges and agrees that any material deviation from Tenant's Criteria, including, without limitation, the site plan, elevations, floor plan, Parking Areas, access, receiving areas, HVAC, electrical and plumbing, must be approved by Tenant in writing in advance of Landlord's delivery of the plans and specifications and such deviations must be clearly delineated on any plans and specifications submitted to Tenant for Tenant's approval. Landlord shall deliver with the plans and specifications a certificate from Landlord's architect certifying that such plans and specifications are prepared in compliance with Tenant's Criteria. Landlord shall not commence any construction or Landlord's Work on the Demised Premises prior to receiving Tenant's final, written approval of a set of final, stamped and permitted plans (i.e., the final construction set of plans including all final building plan details and building dimensions from which the construction or Landlord's Work will not deviate) which have been forwarded to Tenant in PDF format to blsplans@dollargeneral.com. The proposed plans and specifications shall thereafter be referred to as the "Approved Plans" upon receipt of Tenant's final written approval of same.

Landlord will submit all applications, plans and documents required for all necessary and appropriate permits and approvals (including, but not limited to, governmental and satellite communications systems permits and approvals) for Landlord's Work on or before the date set forth in clause (ii) of Landlord's Work Schedule and shall diligently pursue receipt of all necessary and appropriate governmental permits and approvals including any permits, approvals, and variances (if required) for Tenant's Equipment and all permits required for Tenant to occupy and use the Demised Premises for Tenant's intended purpose.

Landlord will commence construction of the Demised Premises on or before the date set forth in clause (vi) of Landlord's Work Schedule and shall be responsible for providing weekly schedule updates and photographs evidencing completion as required in Landlord's Work Schedule to Tenant. Landlord agrees to deliver weekly photographs evidencing progress of Landlord's Work according to the established timeline in Landlord's Work Schedule. The foregoing shall be sent to the Construction Department at (615) 855 4705 (facsimile), or to ConstructionReps@dollargeneral.com (email), or to the web address specified by Tenant.

Landlord will construct the Demised Premises in accordance with the Approved Plans and all applicable local, state, and federal health and building codes, regulations, laws and permits and use its best efforts to meet all milestone dates set forth on Landlord's Work Schedule and will in all events complete the Demised Premises and deliver the Evidence of Completion (as defined below) on or before the date set forth in clause (xi) of Landlord's Work Schedule. In the event the Demised Premises are not complete or if Tenant has not received the Evidence of Completion (as defined below) on or before such date, Landlord will pay Tenant the sum of \$10,000.00 as liquidated damages to compensate Tenant for the costs and losses resulting from delaying the opening of Tenant's store. Such amount shall be paid by Landlord to Tenant not later than fifteen (15) days after such date. Landlord agrees that \$10,000.00 is reasonable compensation to Tenant for costs and losses resulting from delaying the opening of Tenant's store and that it is not possible to calculate Tenant's exact losses and costs and that such amount is not intended to be and shall not be construed as a penalty to Landlord. Tenant shall have the right to offset the sum of \$10,000.00 against rent if Landlord has not paid this sum by the Commencement Date of this Lease.

In the event the Delivery Date does not occur by the Outside Delivery Date set forth in Section 1(e)(iii), and Landlord has not substantially commenced construction of the Demised

Premises, Tenant may terminate this Lease by written notice given to Landlord within ten (10) days after the Outside Delivery Date. For the purposes of this Lease, Landlord shall only be deemed to have “substantially commenced” construction if Landlord has acquired the land comprising the Demised Premises, has obtained all permits required in order to construct the improvements as required by this Lease, and has completed the site work and the pouring of the slab as set forth in the Landlord’s Work Schedule and is diligently and continuously prosecuting the completion of Landlord’s Work. In the event Tenant elects to terminate this Lease, Landlord will pay an additional sum of \$10,000.00 as liquidated damages to Tenant, which shall be immediately due and payable by Landlord. In the event Landlord has substantially commenced construction, Tenant shall not be entitled at such time to terminate this Lease; however, in addition to the liquidated damages sum of \$10,000.00 owed to Tenant for the initial delay as provided above, Tenant shall accrue three (3) days of free fixed monthly rental for each additional day of delay past the Outside Delivery Date until Landlord’s Work is completed. However, and notwithstanding the foregoing, in the event that Landlord has substantially commenced construction and the actual Delivery Date has still not occurred within sixty (60) days after the Outside Delivery Date, Tenant shall have the right to terminate this Lease upon written notice given to Landlord within ten (10) days after such sixtieth (60th) day has elapsed, and Landlord shall remain obligated to pay Tenant \$20,000 in liquidated damages, as previously set forth herein.

Landlord shall give Tenant at least fifteen (15) days’ prior, written notice of the date on which Landlord will complete Landlord’s Work. Landlord and Tenant will schedule an inspection of the Demised Premises within five (5) business days after such notice and Tenant shall prepare a list of open items of Landlord’s Work for Landlord to complete prior to the Delivery Date (the “Punchlist”). Landlord’s completion of the Punchlist items shall not interfere with Tenant’s ability to fixture and stock the Demised Premises and operate for business in the Demised Premises. Landlord shall complete the Punchlist items prior to the actual Delivery Date and, if Landlord shall fail to complete Punchlist items (as reasonably determined by Tenant) within twenty (20) business days after preparation of the Punchlist, Tenant may complete the Punchlist on behalf of Landlord and offset the costs of the same, together with interest thereon at the rate of 18% per annum from the date of any expenditure, against rent payable hereunder.

The delivery of the Demised Premises and the establishment of the "Delivery Date" herein shall occur when the following "Evidence of Completion" is delivered to Tenant:

- (a) exclusive possession of the Demised Premises is tendered to Tenant with keys to the Demised Premises,
- (b) a written certification is provided to Tenant from a licensed architect or civil engineer confirming that Landlord's Work and the Demised Premises has been completed in substantial conformance with the Approved Plans and all applicable local, state, and federal building codes, regulations, ordinances, permits and laws including subdivision and zoning requirements, fire and safety laws and the Americans with Disabilities Act;
- (c) written certification from Landlord to Tenant that the Punchlist has been completed (and Tenant has verified the same in writing; Tenant agrees to respond to Landlord's certification within 5 business days);
- (d) a final and unconditional certificate of occupancy has been issued for the Demised Premises and a copy thereof has been delivered to Tenant;
- (e) Landlord has delivered to Tenant the warranties listed on Exhibit J hereof;
- (f) Landlord has satisfactorily completed all testing and delivered all certifications in accordance with the Scope of Work;

In addition to the above requirements, Landlord must deliver a full and complete set of the "as-built" drawings of the Demised Premises to Tenant within thirty (30) days after the Delivery Date.

In the event the local jurisdiction issues only a temporary certificate of occupancy and such temporary certificate of occupancy is not subject to conditions requiring Landlord to complete further work or obtain further permits or approvals, Tenant agrees that the delivery by Landlord of a temporary certificate of occupancy shall satisfy Landlord's obligation in clause (c) above; provided Landlord uses its best efforts to promptly obtain the final certificate of occupancy and in all events delivers the same to Tenant within thirty (30) days. Landlord hereby indemnifies and agrees to hold Tenant harmless from and against any and all losses, costs and expenses incurred or suffered by Tenant arising out of or resulting from any inability of Tenant to open for business due to Landlord's failure to obtain a final certificate of occupancy for the Demised Premises (unless due to a failure of Tenant to complete Tenant's Work).

Notwithstanding any other provision hereof to the contrary, Landlord expressly acknowledges that Tenant is not required to accept delivery of the Demised Premises and the establishment of the Delivery Date prior to the date set forth in clause (xi) of Landlord's Work Schedule.

Tenant shall have the right, prior to the Delivery Date and during the progress of Landlord's Work, to enter upon the Demised Premises in order to inspect Landlord's Work provided that such entry shall not interfere with Landlord's Work. Landlord agrees at a reasonable point in the construction process, and where allowed by governing authorities, to allow Tenant access to the Demised Premises to begin Tenant's Work (provided that Tenant shall not cause any delay in Landlord's Work). Acknowledging that Landlord and Tenant will be working in the Demised Premises simultaneously, both parties shall coordinate schedules and work crews to achieve a cooperative work environment. Landlord acknowledges that granting Tenant access to the Demised Premises does not constitute Landlord's delivery of the Demised Premises nor does it constitute Tenant's acceptance of the Demised Premises.

Landlord further acknowledges and agrees that the Tenant's Criteria requires that Landlord utilize certain vendors set forth therein. Landlord hereby expressly acknowledges and agrees that the vendors set forth in the Tenant's Criteria are hereby approved by Landlord and that Tenant shall have no liability for the quality of services or materials provided by such vendors nor shall the use of such vendors relieve Landlord of any liability or responsibility for Landlord's obligations hereunder. Landlord warrants all of Landlord's Work against patent defects for one (1) year after the Commencement Date and against latent defects for three (3) years after the Commencement Date, notwithstanding any maintenance obligations of Tenant in Section 8 hereof. For purposes of this Lease, "patent" defects shall be those defects that are easily and readily discoverable during a reasonable inspection; "latent" defects shall be those defects that are unknown or hidden and not readily discoverable by reasonable inspection, and which appear after the Delivery Date. Landlord shall and hereby does assign to Tenant, on a non-exclusive basis during Landlord's warranty period, all of the warranties and guarantees issued with respect to the construction of the improvements on the Demised Premises. Landlord will, upon delivery of the Demised Premises, execute and deliver assignments in the form required by each warrantor or guarantor and shall obtain all required consents and pay all fees, if any, required to transfer such assignments to Tenant at Landlord's expense. Landlord agrees, and by

execution hereof hereby directs each warrantor and guarantor, that the provisions of this paragraph shall, without further documentation, effect such assignment to Tenant and the terms hereof may be relied upon by any such warrantor to guarantor as evidence of such assignment to Tenant.

Tenant does not assume any liability, and shall not be responsible, for any acts or omissions of Landlord's contractor, sub-contractor(s) and associated contractor personnel (collectively, "Landlord's GC"). Landlord hereby releases Tenant and agrees to, at its expense, defend, indemnify and hold Tenant harmless from and against any and all claims, suits, actions, causes of action, proceedings, demands, damages, losses, liabilities settlements, judgments, costs and expenses (including reasonable attorneys' fees) of any kind or nature whatsoever, arising out of or resulting from, or alleged to have arisen out of or resulted from, any latent defects or work performed hereunder by or the acts or omissions of Landlord's GC. In the event of any claim, action, suit or proceeding against Tenant, Tenant may participate in the defense thereof at Landlord's expense. This indemnification shall be one of first defense and payment and not of surety or reimbursement, and shall survive the expiration or termination of this Agreement. Furthermore, Landlord assumes all liability and responsibility for all expenses, claims, actions, proceedings, demands, liabilities, judgments and costs of local, state and federal violations, orders and requirements that may result from Landlord's untimely completed, improperly permitted, omitted, and/or substandard work or from any allegations of same.

3. **MAINTENANCE.** Subject to Landlord's warranties for Landlord's Work [and subject to Landlord's indemnity obligations contained in subparagraph 1(e)], Tenant shall, at all times during the term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept or maintained in good repair and condition all buildings and improvements at any time erected thereon. Unless expressly provided herein, Landlord shall not be required to furnish any maintenance, services or facilities or to make any improvements, repairs or alterations in or to the Demised Premises during the term of this Lease.

Landlord has the right to enter the Demised Premises periodically, at any reasonable time during business hours and upon reasonable advance notice to Tenant, to inspect the condition of the Demised Premises.

4. **INSURANCE.** At all times that Tenant occupies the Demised Premises, Tenant shall, at its sole cost, carry and maintain commercial general liability insurance, including contractual

liability, on the Demised Premises with a combined single limit in an amount sufficient to protect Landlord and Tenant, but in no event will such insurance be in an amount less than \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate (“Liability Insurance”). Tenant further agrees to maintain a "special cause of loss" policy (formerly an "all risk" policy) insuring all improvements on the Demised Premises (the "Property Insurance"). The Property Insurance policy may not have a coinsurance penalty and shall be written on a replacement cost valuation. The proceeds of the Property Insurance policy shall be used solely by Tenant for the repair or reconstruction of the Demised Premises following a casualty pursuant to Section 15 of this Lease. Landlord shall be the named insured, and Tenant and Landlord's designated mortgagee, if any, shall be named as an additional insureds under the Liability Insurance. Tenant shall be named as the loss payee, and Landlord and Landlord's designated mortgagee shall be named as additional loss payees, under the Property Insurance policy. Both policies shall contain a clause stating that there shall be no reduction, cancellation, or non-renewal of coverage without giving Landlord thirty (30) days prior written notice. Tenant shall be responsible for the payment of any deductibles under the policies carried by Tenant pursuant to this Section 4.

All proceeds of insurance received by Tenant under such Property Insurance shall be payable to Tenant. Any proceeds paid to Tenant shall be held by Tenant for the purpose of paying the expenses of complying with its restoration obligations hereunder. Landlord shall, at Tenant's cost and expense, cooperate in good faith with Tenant in order to obtain the largest possible recovery and execute any and all consents and other instruments and take all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as provided herein. Landlord shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Tenant hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under Tenant's insurance.

If the Demised Premises is located in zones "A", "B" or "Shaded-X" on the National Flood Insurance Program's Flood Insurance Rate Map, Tenant shall be required to obtain flood insurance covering the Demised Premises from a reputable insurance company licensed to do business in the state in which the Demised Premises are located or, as applicable, from a federal insurance agency.

Landlord agrees that Tenant may provide the insurance herein required in any blanket policy or policies which Tenant carries. As of the Delivery Date, upon renewal dates for the policy period, and upon fifteen (15) days prior written request from Landlord, Tenant shall provide Landlord with certificates of insurance as evidence of such coverage.

5. Intentionally Omitted.

6. TENANT'S FIXTURES AND EQUIPMENT. Tenant shall at all times have the right to remove any fixtures or items of equipment or personal property installed by Tenant in the Demised Premises. Landlord hereby waives any and all lien or right to a lien, statutory or otherwise, on or against Tenant's personal property, fixtures or inventory.

7. ENTRANCES; PARKING AREAS; EASEMENTS. On the Delivery Date, Tenant shall have unrestricted use and access to all entrances, access ways, and delivery lanes to the Demised Premises and all easements appurtenant thereto, free from (i) interference by any adjoining property owner or occupants, and (ii) restriction upon deliveries to the Demised Premises (the "Access Requirements"). If depicted on the Final Site Plan or otherwise required by Tenant, prior to the Delivery Date Landlord shall enter into an easement or any other agreement necessary to fulfill the Access Requirements or provide any other necessary services including utilities, stormwater drainage, or similar services (the form of which must in all cases first be approved by Tenant in writing). Thereafter, and notwithstanding any other provision of this Lease to the contrary, in no event shall Landlord make any changes to the layout of the Parking Areas from that shown on the Approved Plans, nor shall Landlord make any changes or enter into any reciprocal easement or similar agreement, in any way burdening or benefiting the Demised Premises, without first obtaining Tenant's prior written consent and without first entering into an easement agreement with covenants and restrictions or a similar agreement (the form of which must in all cases first be approved in writing by Tenant) with the owner or occupant of the adjacent property. Landlord further agrees to promptly record any such easement agreement in the appropriate recording office within thirty (30) days of execution of same and promptly return a recorded copy of same to Tenant. Tenant is a third party beneficiary of all of the terms and provisions of any such easement agreement.

8. UTILITIES. Landlord shall connect all utilities (except for phone service, which shall be made available to the Demised Premises) to the Demised Premises prior to the Delivery Date in accordance with the Approved Plans. Landlord shall provide Tenant with the account and

meter information in the form of Exhibit G, Utility Information Sheet, and Tenant will transfer utilities into Tenant's name and will be responsible for the payment of the same from and after the Delivery Date. Tenant shall have the right to select and change its utility service providers at any time and shall pay for all utilities used by it in the Demised Premises during the term of this Lease and any renewal periods thereof. In the event a utility provider will not place the utility in the name of Tenant, Landlord will cause the bill to be delivered to Landlord c/o Tenant's address and Tenant will pay the bill directly to the utility provider.

9. ASSIGNMENT AND SUBLETTING. Tenant may assign, sublet and mortgage its interest in the Demised Premises at any time without the consent of Landlord; provided, however, Tenant shall give written notice to Landlord within ten (10) business days after any assignment or subletting and in all events Tenant shall remain liable hereunder notwithstanding such assignment or subletting. Landlord shall have no right to assign any or all of Landlord's obligations or interest in this Lease prior to the Delivery Date to any entity not controlled by Landlord.

Landlord agrees that, in the event of a foreclosure of Tenant's leasehold interest herein, the transferee as a result of such foreclosure shall be liable for the obligations of Tenant hereunder only if and for as long as such transferee is the "Tenant" hereunder. Such transferee will be relieved of any liability hereunder from and after the assignment of this Lease by the transferee. Landlord agrees that the holder of any mortgage or other security interest in Tenant's leasehold estate may, but is not obligated to, cure any default on Tenant's behalf and shall, in all events, be entitled to (i) receipt of notice of any defaults by Tenant hereunder, and (ii) an additional thirty (30) days to cure any default by Tenant.

10. SIGNS. Landlord agrees that it will construct and install all utility connections required for Tenant's standard building and pylon signage in accordance with Tenant's Criteria and the Approved Plans. After the Delivery Date or, at Tenant's option and provided that Tenant does not delay Landlord in completing Landlord's Work, prior to the Delivery Date, Tenant may install Tenant's standard freestanding pylon sign in accordance with Exhibit K attached hereto, and Tenant's standard building signage at its expense in accordance with Tenant's Prototype Sign Plan attached hereto as Exhibit L. Tenant shall be responsible for obtaining all permits required for such signage. Landlord will cooperate with Tenant in all reasonable respects in obtaining such permits. Tenant may replace such signs from time to time with its then current standard

sign type. Tenant agrees that any exterior signs it installs pursuant to this provision shall be in compliance with applicable governmental regulations and Tenant may pursue a variance or waiver if required in order to install Tenant's prototype signs.

11. SATELLITE COMMUNICATIONS SYSTEM. Landlord agrees that at any time during the term of this Lease, Tenant shall have the right to install at or on the Demised Premises a satellite communications antenna and related equipment (the "Equipment"). If Tenant shall install such Equipment, Tenant shall do so at its own cost and expense and in accordance with all applicable laws, rules and regulations. Additionally, Tenant shall defend, indemnify, and hold Landlord harmless from and against any claims, costs, or expenses incurred by Landlord as a result of such installation by Tenant. If Tenant shall install the Equipment, Tenant shall be responsible for the maintenance and repair thereof at Tenant's sole cost. At the expiration or other termination of this Lease, the Equipment shall remain the property of Tenant and may be removed by Tenant, provided that Tenant shall repair any damage caused by such removal.

Landlord acknowledges that the satellite communications system is an important and integral part of Tenant's business, and is required to be operational when Tenant is open for business. Landlord agrees to take all reasonable steps necessary for the timely approval of Tenant's specific satellite antenna installation plan if such approval is required by any governmental authority or agency.

12. ALTERATIONS. All alterations or additions to the Demised Premises shall be performed by Tenant in accordance with all permits issued in connection with such work and all laws applicable to the performance of such work. Tenant shall not make any structural alterations or additions to the Demised Premises which would reduce the value of the improvements thereon as the date of such alteration or addition. Subject to all applicable laws, Landlord expressly agrees that Tenant may make any alterations or additions required to cause the improvements on the Demised Premises (including signs) to conform to the prototype building and signage of any national or regional retailer then being operated on the Demised Premises pursuant to the sublease and/or assignment provisions set forth in Section 9.

13. MECHANICS' LIENS. Tenant shall not allow and Landlord shall not be responsible for any mechanics' liens filed against the Demised Premises arising from work performed or materials supplied to the Demised Premises by Tenant or Tenant's agents, employees, contractors, subcontractors or materialmen. Tenant agrees to fully indemnify and hold harmless

Landlord from and against any such claims and liens, and Tenant shall bond off or pay the same within the applicable statutory period. Landlord shall not allow and Tenant shall not be responsible for any mechanics' liens filed against the Demised Premises arising from work performed or materials supplied to the Demised Premises by Landlord or Landlord's agents, employees, contractors, subcontractors or materialmen. Landlord agrees to fully indemnify and hold harmless Tenant from and against any such claims and liens, and Landlord shall bond off or pay the same within the applicable statutory period.

14. COMPLIANCE WITH LAWS. Subject to Landlord's indemnity obligations in subparagraph 1(e) hereof, Tenant shall, at Tenant's sole cost and expense, comply with all codes and requirements of all county, municipal, state and federal laws and regulations, now in force or which may hereafter be in force, which pertain to the Demised Premises and are required for Tenant's particular use. Nothing contained herein shall relieve Landlord from its obligations to construct the Demised Premises in accordance with the Approved Plans and all applicable local, state and federal health and building codes, regulations, laws and permits as required by the terms of this Lease.

15. DAMAGE TO DEMISED PREMISES. If, at any time during the term of this Lease, the Demised Premises is destroyed or damaged in whole or in part by fire or other cause within the extended coverage of the casualty insurance policies required to be carried by Tenant in accordance with this Lease, Tenant shall cause the same to be repaired, replaced or rebuilt within twelve (12) months after receipt by Tenant of insurance proceeds payable under such casualty insurance policies. Tenant's rebuilding obligations shall not be reduced by any shortfall in receipt of insurance proceeds or any failure to receive insurance proceeds as a result of said casualty. Tenant shall bear the risk of uninsured casualties and of under-insurance. Tenant shall not be entitled to any reduction or abatement of rent as a result of any casualty. Notwithstanding the foregoing, if the Demised Premises are destroyed or damaged at any time during the last three (3) years of the term of this Lease (including the last three [3] years of any exercised Option Period) to the extent that, in Tenant's reasonable discretion, the Demised Premises are not usable in their damaged condition for the normal conduct of Tenant's business, then Tenant may, upon written notice to Landlord, elect to terminate this Lease. In such event, Tenant shall bear the risk of uninsured casualties and of under-insurance, and shall place the Demised Premises in a safe condition and pay to Landlord all insurance proceeds received by Tenant plus the amount of any

deductible carried by Tenant and any other amount necessary to equal the entire sum necessary to rebuild the Demised Premises (but excluding any ancillary insurance proceeds unrelated to the costs of rebuilding the Demised Premises). Such termination shall be effective on the date stated in Tenant's notice to Landlord and neither Landlord nor Tenant shall have any further obligations hereunder after such date, and Tenant's obligation to pay rent shall likewise cease.

16. CONDEMNATION.

(A) TAKING.

(i) As used herein, the term "Taking" shall mean the event of vesting of title in a competent authority with the power of eminent domain pursuant to any action or proceeding brought by such authority in exercise of such power including a voluntary sale to such authority. In the event of a Taking of all or any material portion of the Demised Premises such that, in Tenant's reasonable business judgment, the conduct of Tenant's business is materially impaired, Tenant may terminate the Lease (without further liability on the part of Tenant) by written notice given within sixty (60) days after Tenant's receipt of notice of the Taking. In the event of such termination by Tenant, Tenant shall be relieved of its obligations to pay rent and to perform its other covenants hereunder from and after the date of such Taking and Tenant shall surrender the remaining portion of the Demised Premises, if any, to Landlord as of such date; provided that such release and surrender shall in no way prejudice or interfere with Tenant's right to an award for its loss as hereinafter provided. The rent for the last month of Tenant's possession of the Demised Premises shall be prorated and any rent paid in advance shall be refunded to Tenant.

(ii) If a Taking does not result in the termination of this Lease by Tenant pursuant to this Section 16, then the term of this Lease shall not be reduced or affected in any way, but the basic rent payable hereunder shall be reduced by an amount which bears the same ratio as the fair market value of the Demised Premises after the Taking bears to the fair market value of the Demised Premises immediately prior to the Taking (such fair market value to be determined pursuant to Section 16(B) hereof). The award for any partial Taking shall be allocated between Landlord and Tenant as set forth below in clause (iii); provided, however, if Tenant elects to restore, replace or reconstruct any improvements which are the subject of any Taking, then Landlord shall deliver to Tenant Landlord's share of the award attributable to such improvements to the extent Tenant's share of the award attributable to such improvements is not sufficient to pay for the cost of restoration, replacement and reconstruction.

(iii) In the event of any Taking of all or any portion of the Demised Premises, Landlord shall be entitled to an award based on the Taking of or injury to the fee simple estate in the Demised Premises (as encumbered by this Lease). Tenant shall be entitled to an award based on any loss or reduction of its leasehold and easement estates, loss of any building or other improvement constructed or placed on the Land by Tenant, loss or interruption of business and the cost of any alterations or restoration to the buildings, signs, improvements, landscaping and signage necessitated by any such Taking. Any single award or settlement shall be allocated between the parties in accordance with the foregoing.

If a court fails or refuses to grant separate awards to Landlord and Tenant upon a Taking, and if Landlord and Tenant cannot agree on the allocation of the award, Landlord and Tenant agree that the determination of such allocation shall be submitted to arbitration and each agree to share the costs of arbitration and to be bound thereby.

(B) DETERMINATION OF FAIR MARKET VALUE FOR TAKING

(i) The determination of the fair market value of the Demised Premises as of the date of any Taking as provided in Section 16(A) hereof shall be made by Landlord and Tenant no later than one (1) month after such Taking. If Landlord and Tenant are unable to agree on the fair market value of the Demised Premises, such determination (for purposes of Section 16 only) shall be made by appraisal using a so-called "baseball" appraisal process (i.e., each party selects an appraiser that arrives at a reasoned, written conclusion of value; the two appraisers shall then mutually agree on the appointment of a third, neutral appraiser that shall make a binding selection as to which of the two valuations most closely approximates the true value). The fees and expenses of the appraiser appointed by Tenant shall be paid by Tenant, the fees and expenses of the appraiser appointed by Landlord shall be paid by Landlord and the fees and expenses of the third appraiser shall be divided equally between Tenant and Landlord.

17. TENANT'S DEFAULT.

(A) TENANT'S DEFAULT. The following events shall constitute a default by Tenant hereunder:

(i) If Tenant shall fail to pay any sum to Landlord when due and such failure continues for fifteen (15) days after receipt of notice of the monetary default; or

(ii) If Tenant shall fail to perform any obligation hereunder and such failure continues for thirty (30) days after receipt of notice of the non-monetary default [however, if the

non-monetary default is of a nature that it cannot reasonably be cured within a period of thirty (30) days, and provided that Tenant commences and proceeds with reasonable diligence and in good faith to cure the default, then Tenant shall have such additional time as is reasonably necessary to cure the non-monetary default]; or

(iii) If pursuant to an order, judgment or decree entered by any court of competent jurisdiction (a) a receiver, trustee or liquidator of Tenant, or of all or substantially all of the assets of Tenant, shall be appointed, or (b) Tenant shall be adjudicated bankrupt or insolvent, or (c) a petition seeking reorganization of Tenant or an arrangement with creditors or to take advantage of any insolvency law shall be approved, and as a result of the happening of any contingencies, the obligation of Tenant to pay any rent shall be modified or abrogated and any of such actions in (a), (b) or (c) shall not be dismissed within ninety (90) days after the filing thereof.

(B) LANDLORD'S REMEDIES. Landlord shall give written notice to Tenant of any default hereunder specifying the nature of the default. In the event of a default by Tenant which is not cured within the time periods provided herein, Landlord shall have the following remedies:

(i) For as long as such default shall continue, Landlord may elect to terminate this Lease by written notice to Tenant. The termination shall be effective sixty (60) days after Tenant's receipt of such notice [unless Tenant shall cure such default within such sixty (60) day period]. Upon any such termination, Tenant shall surrender the Demised Premises to Landlord and Tenant shall be liable for all rent and other sums due hereunder through the date of termination, the reasonable attorneys' fees incurred by Landlord, and the reasonable costs of any repairs made to the Demised Premises due to Tenant's failure to perform Tenant's maintenance and repair obligations hereunder.

(ii) If this Lease is terminated by Landlord and Tenant fails to surrender the Demised Premises, Landlord may dispossess or remove Tenant and any other occupant of the Demised Premises by any lawful proceedings and remove its effects.

(iii) In the event Landlord does not elect to terminate this Lease, Landlord may elect, upon sixty (60) days written notice to Tenant, to terminate Tenant's possession of the Demised Premises. If Tenant does not deliver possession to Landlord, Landlord may dispossess Tenant by any lawful proceedings and remove its effects. Upon such termination of Tenant's possession, Landlord shall use commercially reasonable efforts to relet the Demised Premises. In

the event of such reletting, Tenant shall pay to Landlord, as liquidated damages for such default, any deficiency between the fixed monthly rent and other charges due hereunder and the amount, if any, of the rents and other amounts collected on account of the new lease or leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease (excluding any extension periods which have not commenced prior to the dispossession or removal of Tenant). The deficiency shall be paid by Tenant in monthly installments on the dates specified in this Lease for payment of fixed monthly rent. Any suit brought to collect the amount of the deficiency for any month or months shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month or months by a similar proceeding. Landlord shall not be liable for failure to relet or for failure to collect the rent under the new lease(s) unless Landlord shall not have used reasonable efforts to promptly relet the Demised Premises for the reasonable rental value thereof and to collect the rent under the new lease(s).

18. LANDLORD'S DEFAULT. If Landlord shall be in default hereunder, in addition to all other rights and remedies available to Tenant at law or in equity, if Landlord shall fail to cure the default within thirty (30) days after notice to Landlord of the default (or without notice if in Tenant's reasonable judgment an emergency shall exist), Tenant shall have the right, but not the obligation, to cure the default on Landlord's behalf and Tenant may deduct the cost of curing such default from any payments of rent or additional rent due from Tenant hereunder. Except when in Tenant's reasonable judgment an emergency shall exist, Tenant shall not commence to cure any default of a nature that could not reasonably be cured within a period of thirty (30) days provided Landlord shall have commenced to cure the default within such thirty (30) day period and provided that Landlord proceeds with reasonable diligence and in good faith to cure the default. Should a default of Landlord be of such a nature that Tenant is unable to reasonably operate its business in the Demised Premises, and continues beyond any applicable cure period, Tenant may, at its option, serve notice of termination upon Landlord stating the date of termination, and upon the date specified in the notice this Lease and the term hereof shall cease and expire, and Tenant shall then quit and surrender the Demised Premises and shall have no further liability hereunder.

Furthermore, if pursuant to an order, judgment or decree entered by any court of competent jurisdiction (i) a receiver, trustee or liquidator of Landlord, or of all or substantially all

of the assets of Landlord, shall be appointed, or (ii) Landlord shall be adjudicated a bankrupt or insolvent, or (iii) a petition seeking reorganization of Landlord, or an arrangement with creditors or a petition to take advantage of any insolvency law shall be approved, and upon the happening of any of these contingencies, the trustee of Landlord shall fail to assume affirmatively this Lease or any covenant therein within the statutory period allotted therefor, or if this Lease be deemed rejected after an order is entered directing that a trustee be not appointed, and as a result of the happening of any of these contingencies, the fixed monthly rent or other charges herein reserved, or Tenant's rights or obligations hereunder, or Landlord's obligations hereunder shall be modified or abrogated, then Tenant shall have the right, at its option, to terminate this Lease, by the service upon Landlord and the Trustee (if appointed) of a notice of termination of this Lease, stating the date of termination, which date shall be at least thirty (30) days after the date on which the notice is served, and upon the date specified in the notice this Lease and the term hereof shall automatically cease and expire, and Tenant shall then quit and surrender the Demised Premises. Tenant shall be entitled to a refund of any fixed monthly rent or other charges paid in advance for any period beyond the date of termination and to assert any claim it may have for the loss of its leasehold.

19. HOLDING OVER. Any holding over by Tenant beyond the original term of this Lease or any renewal period thereof shall be on the same terms and conditions as contained herein, except that the rent payments shall be equal to one hundred twenty-five percent (125%) of the last rent payments scheduled under the prior Term or extension period, and shall be a periodic tenancy terminable by either party upon ninety (90) days prior written notice to the other party.

20. RELEASE. Except as otherwise expressly provided herein, Tenant hereby releases Landlord from all liability for any claim or loss covered by the insurance policies required to be maintained by Tenant under this Lease even if the loss or claim was caused by the negligent act or omission of Landlord, its agents, or employees. All insurance policies shall include a clause waiving rights of subrogation against Landlord.

21. QUIET POSSESSION; STATUS OF LANDLORD'S TITLE.

(a) Landlord covenants that, as of the Delivery Date, it will put Tenant into complete and exclusive possession of the Demised Premises free and clear of any liens, encumbrances and restrictions except only those matters expressly set forth herein, and Tenant shall, during the term of this Lease, freely, peaceably and quietly occupy and enjoy the full possession of the Demised

Premises, and all appurtenances thereto belonging, and the rights and privileges granted hereunder without hindrance. In addition, Landlord agrees to indemnify, defend and hold Tenant harmless from any and all claims seeking to prevent Tenant from quiet and complete possession of the Demised Premises. If at any time during the term of this Lease the title of Landlord shall fail, Tenant shall, in addition to all remedies available at law or in equity, have the right at Landlord's expense to correct any such default or terminate this Lease.

(b) Landlord represents and warrants that there are no easements, declarations, agreements or other documents creating any maintenance or monetary obligations for the Demised Premises, except as reviewed and approved in writing by Tenant pursuant to Section 7 of this Lease. In the event there are easements, declarations, agreements or other documents creating obligations for the Demised Premises not reviewed and approved in writing by Tenant (the "Landlord Agreements"), Landlord shall be responsible, at Landlord's sole cost and expense, for compliance with the Landlord Agreements and Tenant shall have no obligation for reimbursing Landlord for same. Notwithstanding anything contained herein to the contrary, in the event Landlord fails to comply with the terms of the Landlord Agreements, Tenant may elect to perform such obligations or pay such sums on Landlord's behalf and offset any such costs from the Rent due hereunder until reimbursed in full.

22. TENANT'S BUSINESS OPERATIONS. Landlord and Tenant agree that nothing in this Lease shall be construed to imply that Tenant is required to conduct its business in any particular manner or as creating an implied or express obligation upon Tenant to continuously occupy or operate a business in the Demised Premises.

23. INDEMNITY; HOLD HARMLESS. Tenant agrees to indemnify, defend and hold Landlord harmless from any and all claims, causes of action or judgments arising from injury to person or property sustained by anyone in, on or about the Demised Premises when such claims, causes of action or judgments arise out of or are caused in whole or in part by the negligence of Tenant or its employees, invitees, contractors or agents. Tenant's indemnification of Landlord is one of first defense and payment, not of reimbursement or surety. Tenant's indemnification of Landlord includes any expenses and attorneys' fees which Landlord may incur in defending any such claims. Tenant's indemnification of Landlord shall in no way be limited by or to Tenant's insurance. Tenant's indemnification of Landlord shall survive the expiration or termination of this Lease.

24. NOTICES. All notices required under this Lease shall be given and deemed to have been properly served if delivered in writing (i) by certified mail, (ii) by a nationally recognized overnight courier providing signed proof of delivery or refusal thereof, or (iii) by facsimile, provided that a second copy of such notice is given by another method provided for herein on the date of the facsimile notice. Notices shall be given to Landlord at the address provided in Section 1(b) hereof and to Tenant at the address provided in Section 1(c) hereof, or such other place or places as either of them may designate in writing to the other from time to time. Date of service of a notice served by mail shall be the date which is three (3) days after the date on which such notice is deposited in a post office of the United States Post Office Department, certified mail, return receipt requested. Date of service by any other method shall be the date of receipt. Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective. Final execution and delivery of this Lease is in the State of Tennessee and shall be construed in accordance with the laws of the state where the Demised Premises are located, notwithstanding its conflict of laws provisions.

25. ESTOPPEL CERTIFICATES. Upon the reasonable request of either party, Landlord and Tenant agree to execute and deliver to the other, within twenty (20) days after receipt of the request, a written instrument in the form of Exhibit H.

26. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT. If the Demised Premises is subject to existing financing, Tenant agrees that this Lease shall be subject and subordinate to any *existing* first mortgage or deed of trust which affects the Demised Premises if and only upon the condition that Landlord and the mortgagee or holder of a deed of trust provide Tenant with a subordination, non-disturbance and attornment agreement substantially in the form attached hereto as Exhibit I prior to or simultaneous with the execution of this Lease (the "SNDA"), which provides that in the event of any foreclosure, sale under power of sale, or transfer in lieu of any of the foregoing pursuant to any such lease or security instrument Tenant's use, possession and enjoyment of the Demised Premises shall not be disturbed and this Lease shall continue in full force and effect so long as Tenant is not in default hereunder beyond any applicable cure periods. Landlord further agrees to promptly record the fully executed SNDA at Landlord's sole cost and expense in the appropriate recording office and to promptly deliver the original recorded SNDA to Tenant. Tenant agrees that this Lease shall be subject and subordinate to any first mortgage or deed of trust *hereafter placed upon* the Demised Premises if

and only upon the condition that Landlord and the mortgagee or holder of a deed of trust provide Tenant with an executed SNDA substantially in the form of Exhibit I. Once the SNDA has been executed by the lender and Tenant, Landlord agrees to record the fully executed SNDA at Landlord's sole cost and expense in the appropriate recording office within thirty (30) business days after receipt thereof from Tenant and to promptly deliver the original recorded SNDA to Tenant.

27. INVALIDITY OF CERTAIN PROVISIONS. If any provisions of this Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected and every other provision of this Lease shall be enforceable to the fullest extent permitted by law.

28. NO WAIVER. The failure of Landlord or Tenant to insist upon the strict performance of any provisions of this Lease, or the failure of Landlord or Tenant to exercise any right, option or remedy contained in this Lease, shall not be construed as a waiver for the future of any such provision, right, option, or remedy or as a waiver of any subsequent breach. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

29. FORCE MAJEURE. If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Lease by an event beyond its reasonable control, such as a strike, lockout, labor dispute, Act of God (excluding normal weather conditions), newly enacted governmental restriction, regulation or control, enemy or hostile governmental action, civil commotion, insurrection, sabotage, fire or other casualty, or any other condition beyond the reasonable control of the responsible party, then the time to perform the obligation or satisfy the condition shall be extended for a reasonable period of time following the event of force majeure. Notwithstanding the foregoing, this Section 29 shall not extend the dates for performance of Landlord's Work as set forth on Landlord's Work Schedule unless Landlord shall deliver written notice of an event of force majeure to Tenant within five (5) business days after the end of the claimed force majeure event, which notice shall be accompanied by reasonable evidence of the occurrence giving rise to the delay. Any such events of force majeure shall not exceed thirty (30) days, and the time to perform the obligation or to satisfy the condition shall not be extended beyond thirty (30) days from the last day of the event of force majeure.

30. **CAPTIONS.** All captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

31. **ENTIRE AGREEMENT; AMENDMENTS.** This instrument and its attachments, if any, contain the entire agreement between the parties and there are no covenants, express or implied, except as contained herein. No statement, promise or inducement made by either party or agent of either party that is not contained in this written agreement shall be valid or binding. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of the Lease. No amendment to this Lease shall be effective unless in writing and signed by both Landlord and Tenant.

32. **BINDING EFFECT.** This Lease shall bind and inure to the benefit of the parties hereto, their heirs, successors, executors, administrators, and assigns.

33. **TIME OF THE ESSENCE.** Time is of the essence of this Lease.

34. **BROKERS.** Landlord and Tenant represent and warrant that no broker, commission agent, real estate agent or salesperson has participated in the negotiation of this Lease, its procurement or in the procurement of Landlord or Tenant. Landlord shall and does hereby indemnify and agree to hold Tenant harmless from and against any claims, demands, actions and judgments of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of Landlord's dealings, negotiations or communications in connection with this Lease.

Likewise, Tenant shall and does hereby indemnify and agree to hold Landlord harmless from and against any claims, demands, actions and judgments of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of Tenant's dealings, negotiations or communications in connection with this Lease. The terms of this Section 34 shall survive any termination of this Lease.

35. **SHORT FORM LEASE.** This Lease shall not be recorded. However, Landlord agrees to execute a short form lease in recordable form upon request of Tenant and to record same at Landlord's sole cost and expense in the appropriate recording office within thirty (30) business days after it receives the executed short form lease from Tenant, which shall be substantially in the form of **Exhibit M** attached hereto. Landlord agrees to promptly deliver the original recorded short form lease to Tenant after recordation thereof. Tenant shall prepare the short form lease at its sole cost and expense. The short form lease may contain any provision of this Lease, including, without

limitation, any or all of Tenant's Exclusive Use Rights granted Tenant in Section 1(g) hereof (however, it shall not contain all or any part of Section 1(k)-(l) of this Lease).

36. LIMITATION OF LANDLORD'S LIABILITY. Landlord shall have no personal liability with respect to any of the provisions of this Lease. If Landlord is in default with respect to its obligations under this Lease, Tenant shall look solely to the equity of Landlord in and to the Demised Premises for satisfaction of Tenant's remedies, if any. In no event shall any partner of Landlord nor any joint venturer in Landlord, nor any officer, director or shareholder of Landlord or any such partner or joint venturer of Landlord, be personally liable with respect to any of the provisions of this Lease.

37. GUARANTY OF LEASE. Dollar General Corporation has, simultaneous with the execution of this Lease by Tenant, executed a Guaranty of Lease in the form attached hereto as Exhibit F. The original Guaranty of Lease shall be delivered by Tenant to Landlord with a fully executed counterpart of this Lease.

38. REMEDIES CUMULATIVE. All remedies of Landlord and Tenant herein created or remedies otherwise existing at law or equity are cumulative (except that no acceleration of any rent or other charges shall ever be permitted hereunder) and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord and Tenant shall deem necessary.

39. SCHEDULE OF EXHIBITS. All Exhibits referred to herein and attached to this Lease are incorporated herein by reference.

-	<u>Exhibit A-1</u>	-	Legal Description
-	<u>Exhibit A-2</u>	-	Survey
-	<u>Exhibit A-3</u>	-	Survey Incorporating Final Site Plan
-	<u>Exhibit B</u>	-	Final Site Plan
-	<u>Exhibit B-1</u>	-	Preliminary Site Plan
-	<u>Exhibit C</u>	-	Scope of Work
-	<u>Exhibit D</u>	-	Landlord's Work Schedule
-	<u>Exhibit E</u>	-	Lease Commencement Date Agreement
-	<u>Exhibit F</u>	-	Guaranty
-	<u>Exhibit G</u>	-	Utility Information Sheet
-	<u>Exhibit H</u>	-	Estoppel Certificate
-	<u>Exhibit I</u>	-	SNDA
-	<u>Exhibit J</u>	-	Required Warranties
-	<u>Exhibit K</u>	-	Pylon Signage
-	<u>Exhibit L</u>	-	Exterior Signage
-	<u>Exhibit M</u>	-	Memorandum of Lease

[Signatures begin on next page]

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate the day and year first above written.

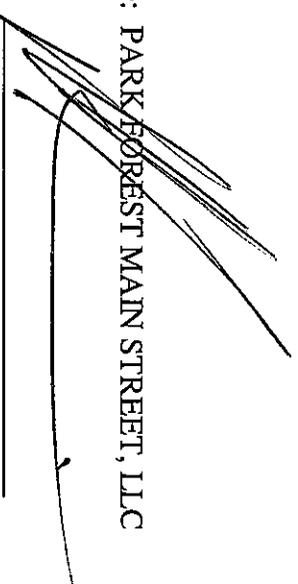
Signed and acknowledged in the presence of:

Witnesses for Landlord:

LANDLORD: PARK FOREST MAIN STREET, LLC



Print: Amanda Bolman

By: 

Name: Robert Miller

Title: Manager



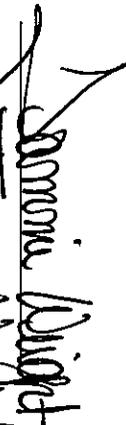
Print: Suzanne Drnek

(Signatures Continue on Following Page)

Witnesses for Tenant:

TENANT:

DG RETAIL, LLC


Print: Tammi Wright

By: 
Print: Authorized Signature
Rexford B. Martin


Print: Donna Hiles

(Signatures Continue on Following Page)

TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the 7th day of September, 2012, before me, the undersigned officer,
personally appeared Rexford B. Martin, ~~Vice President~~ Sr. Director of Real Estate of DG
Retail, LLC, and that he as such officer, being authorized so to do, executed the foregoing
instrument for the purposes therein contained, by signing the name of the corporation by himself
as ~~Vice President~~ Sr. Director of Real Estate.

IN WITNESS WHEREOF, I herunto set my hand and official seal.

Marilyn A. Horton
My Commission Expires: 11/5/14

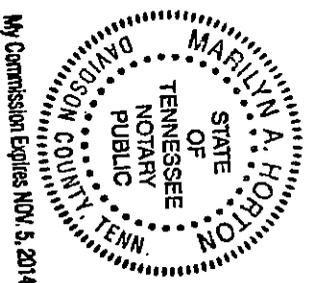


EXHIBIT A-1

LEGAL DESCRIPTION

EXHIBIT A-2

SURVEY

EXHIBIT A-3

SURVEY INCORPORATING SITE PLAN

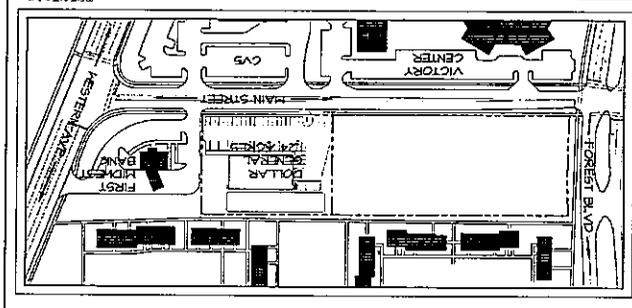
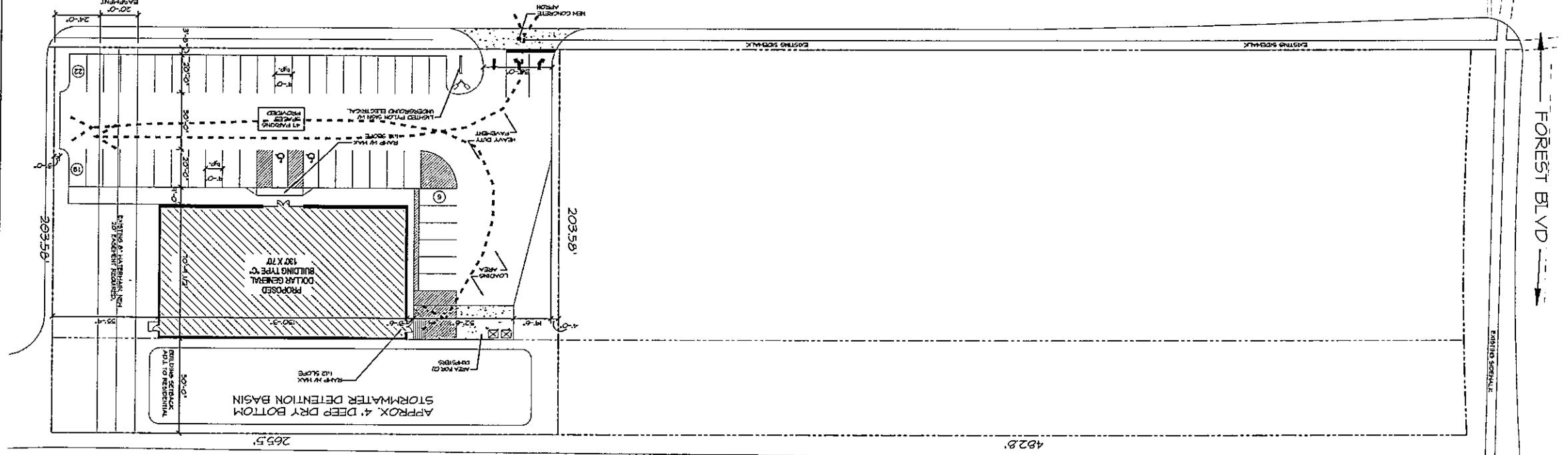
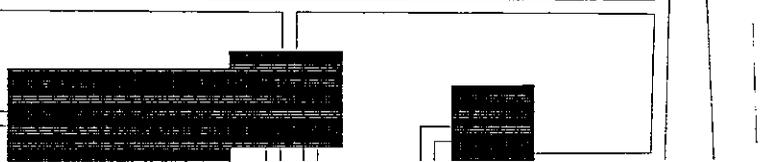
EXHIBIT B

FINAL SITE PLAN

DOLLAR GENERAL STORE & O'REILLY AUTO PARTS 100N Street & Forest Blvd Pomk Forest, FL	
PROTOTYPE	"C"
DEVELOPER	Normord Commercial Contractors
DESIGNER	Norman Johnson Architects, Inc
DATE:	05/22/12
BLDG/SALESPERSON:	4/00/1310
ACREAGE:	1.24 AC
NAME:	Doug Hudson
PHONE #:	(630) 545-6200
	(D47) 354-9616
PARKING SPACES:	47

REVIEWED
By David Flowers at 1:19 pm, May 30, 2012

Site depth prevents
Prototype A or B



KEY PLAN
NOT TO SCALE

SITE PLAN
SCALE 1"=50'



Exhibit B-1

Dollar General Corporation

"NNN" TRIPLE NET-BUILD TO SUIT

SCOPE OF WORK EXHIBIT "C"

6/11/2012

10 Main Street

Park Forest, IL 60466

DESCRIPTION

SUMMARY

Section	Item	DESCRIPTION
1	0	Prototype Design Package shall further be defined as Tenant's Prototype Design Package, Prototype C, released 1/30/2012. A copy of these plans may be requested through btsplans@dollargeneral.com or by calling 615-855-4753.
1	2	Responsible party shall complete, at its own expense, all items listed in this Exhibit as its responsibility. All work must meet or exceed specifications included in the Tenant's most recent Prototype Criteria Set Plans (current release date 1-30-2012) or any applicable tech bulletins or addenda which are considered a part of this Scope of Work. (A copy of these plans must be obtained through btsplans@dollargeneral.com or by calling 615-855-4753), and requirements of all applicable local, state, federal codes, ordinances, regulations, and laws, to include, but not limited to building, ADA, health, environmental, etc.
1	3	A stamped set of architectural and engineered plans are required. Landlord shall be responsible for such plans at its own cost and expense. In areas with no governing body to regulate and enforce codes related to the construction of the Demised Premises, the engineer and/or architect of record shall follow generally accepted federal, state, and local regulations and requirements including, but not limited to, IBC, NFPA, and all associated building, energy, mechanical, electrical, plumbing, etc. codes. Landlord must submit for Tenant's Architecture and Engineering Department approval both the pre-permit construction drawings and the final stamped and fully permitted set of construction drawings as set forth in the lease.
1	4	Develop site and construct a building in accordance with site adapted version of Tenant's most recent Prototype Criteria Set Plans. Demised Premises to be completed in compliance with all governing code authorities and ready for Tenant's immediate occupancy. All systems, equipment, etc. provided by the Landlord must be totally functional, in good working order and in compliance with all applicable local, state, and federal codes, ordinances, regulations, and laws. Landlord must meet all conditions herein prior to the Demised Premises being considered as delivered to Tenant for its possession.
1	5	In addition to any and all requirements and warranties set forth in the Lease and Tenant's Prototype Criteria Set Plans, the following services, systems and all associated equipment are to be complete to the Demised Premises and operational with a warranty period being the greater of one year or the manufacturer's warranty commencing upon the date of Tenant's possession: <ul style="list-style-type: none"> • Water, gas, electric and sewer services - permanent account established ready to transfer to Lessee; provide meter numbers to Lessee within five (5) days prior to CO issuance. • Restrooms and plumbing • HVAC system and equipment. Refer to Prototype Criteria Set for National Account information • Automatic doors. Refer to Prototype Criteria Set for National Account information. • Site development including all landscaping
1	6	Landlord shall provide to Tenant within one week prior to start of work, a timeline or construction schedule outlining start and end dates of construction phases and/or functions. In addition, over the duration of construction the Landlord shall submit a weekly schedule update with photographs using the Dollar General schedule template as required in the lease. Landlord shall also provide Tenant with Contractor contact name, phone and fax number, and email address.
1	7	A copy of the Certificate of Occupancy (or like document as required by governing authority substantiating final approval of Demised Premises by said authority) to be provided by Landlord to Tenant's Construction Department (constructionreps@dollargeneral.com), unless governing authority requires said document be obtained by Tenant.
1	8	Provide Architect's, General Contractor's or Engineer's certification of substantial completion prior to delivery of the building, certifying that the building is complete in accordance with site adapted version of Tenant's Prototype Criteria Set Plans, site plan, and accompanying criteria and/or specifications, to include any of Tenant's authorized changes.
2	0	PRE-CONSTRUCTION TESTING; CERTIFICATION Approved Consultant is Tenant's national account vendor for engineering, testing, certification and recommendations for Sections 3.1 - 3.3 and 4.1 - 4.9 of this Scope of Work. Approved Consultant's contact information is: P.S.I. Teri Hebner, P.E. National Client Manager 95 Chastain Road Suite 301 Kennesaw, GA 30144 770-424-6200 ext.3030 Fax-770-424-0199 teresa.hebner@psiusa.com
3	0	DUE DILIGENCE PERIOD Landlord shall enter into a contract with Approved Consultant for the performance of the services required of Approved Consultant herein. Any vendor other than P.S.I. must be approved in advance in writing by Tenant. Tenant may withhold such approval in its sole discretion.
3	1	Phase I Environmental Assessment is to be completed by Approved Consultant in accordance with ASTM D1527. Landlord is required to upload the final report to Tenant's specified web-site. Phase 1 issues are to be reported by Approved Consultant to Tenant's Construction Department via constructionreps@dollargeneral.com.
3	2	Phase II Environmental Assessment (as recommended in Phase 1) and any remediation plan must be completed by Approved Consultant. Assessment findings and remediation plan are to be reported by Approved Consultant to Tenant's Construction Department via constructionreps@dollargeneral.com. Final report, along with either a closure letter or letter certifying that no further action is required from the proper governmental bodies, must be uploaded into Tenant's specified web-site.
3	3	A geotechnical analysis and report is to be completed by Approved Consultant. Scope of work requires a minimum of one boring in each corner of the building footprint and one boring in the center of the building to twenty feet depth, and four to five borings throughout the proposed parking area to ten feet depth. Report to include soil and foundation evaluation, foundation recommendation, site prep specifications, and pavement section recommendations. It is the Landlord's responsibility to ensure that any of Approved Consultant's recommendations relative to the geotechnical report are incorporated into the stamped architectural and engineered plans. Landlord is required to upload the final report to Tenant's specified web-site.
4	0	CONSTRUCTION PHASE All testing set forth in Section 4.1-4.9 must be conducted by Approved Consultant

DESCRIPTION			
	Section	Item	DESCRIPTION
Landlord	4	1	Soils sample of proposed structural fill is required. The types of tests needed per sample are: Standard Proctor (ASTM D698-maximum dry density) or Modified Proctor (ASTM D1557), Atterburg Limits (soil classification) and a Moisture Content (in situ condition), the material must meet the requirements for structural fill as specified in the geotechnical report.
Landlord	4	2	Proof roll sub-grade with a loaded tandem axel truck; undercut and replace unsuitable material as required by Approved Consultant.
Landlord	4	3	On site monitoring of fill material. Approved Consultant must be on site during all fill operations.
Landlord	4	4	Nuclear Density Testing of each lift of compacted fill, 6" maximum compacted lifts, 1 test per 5000 SF in building, 1 test per 10,000 SF in paved areas, or a minimum of five tests per lift throughout site. Determines percent compaction as compared to maximum dry density determined per soil sample required in Section 4.1.
Landlord	4	5	Pre-concrete placement footing inspection. Required inspections are: reinforcing steel inspection (inspect for clean, dry footing bottom; size and spacing of reinforcing steel; size and depth of footing; clearances from sides and bottom of footing), and Dynamic Cone Penetrometer testing of foundation sub-grade. Test results should comply with recommendation of Geotech Report.
Landlord	4	6	Compressive strength testing of concrete as required by Approved Consultant, who must be on site during all such concrete testing. Number and frequency of tests are as follows: 1 set of 4 concrete cylinders per 50 placed yards; compression testing at 7 and (2) 28 days of curing; one hold; approximately 3 sets per project (footings, slab, dumpster pad, and receiving pad).
Landlord	4	7	Structural steel inspection-inspect all welds and bolted connections for compliance with AISC, AWS and/or metal building project specifications.
Landlord	4	8	Floor Flatness Test required. Testing for floor flatness and floor level should reflect the following values: FF -- 35+/-.5, FL -- 30+/-.5.
Landlord	4	9	Pavement Thickness Testing: Option 1: Coring of asphalt parking lot for thickness testing. A minimum of three cores will be required, spaced evenly throughout parking area. Cores are measured for compliance with project paving profiles recommended in geotechnical report, and bulk specific gravity tests conducted for density (% compaction based on design unit weight). Option 2: Pavement thickness and density can be field verified provided that Approved Consultant is present during the entire duration of asphalt placement. Density can be tested via nuclear density method at the time of placement. Any density testing failure must be verified by core sampling testing.
	5	0	EXTRAORDINARY/NON-STANDARD ITEMS
Landlord	5	1	Provide and install Fire a/c Security Protection System(s), including but not limited to those listed below, to be complete and operational, only if required by governing code authorities. • Sprinkler system • Fire alarm system a/c monitoring • Security system
Landlord	5	2	Provide and install full height masonry block on front elevation of building. See Tenant's most recent Prototype Criteria Set Plans for Tenant's masonry requirements. All masonry to be installed in compliance with all applicable codes. Deviations from standard masonry requirements as outlined in Tenant's Prototype Criteria Set Plans require prior approval from Tenant's Architecture and Engineering Department.
Landlord	5	3	During or prior to demolition, remediation of any hazardous material(s) discovered must be completed by the developer. Certification in writing by a state licensed remediation contractor stating that all governing authorities' requirements regarding hazardous materials have been met shall be forwarded to Dollar General Corp Construction Department prior to turnover.
	6	0	EVIDENCE OF COMPLETION
Landlord	6	1	Satisfy the "Evidence of Completion" requirements as detailed in the Lease.
Tenant	7	0	Tenant-Furnished Items
Tenant	7	1	Provide and install exterior signage (building and pylon) in accordance with the Lease.
Tenant	7	2	Provide and install a satellite communications antenna and related equipment in accordance with the Lease.
Tenant	7	3	Provide and install display fixtures.
			END

EXHIBIT D

LANDLORD'S WORK SCHEDULE – BUILD TO SUIT

The following dates shall govern the obligations of Landlord to perform Landlord's

Work pursuant to Section 2 of this Lease:

- (i) _____, 20__ : Completion of Phase I, Phase II (if applicable) and Geotechnical Report pursuant to Scope of Work;
- (ii) _____, 20__ : Approved Plans delivered to Tenant accompanied by Landlord's architect's certification that the Plans are in accordance with Tenant's Criteria [2(i)];
- (iii) _____, 20__ : Permit applications submitted to authorities required to construct the Demised Premises, (including, but not limited to, signage, health, and satellite communications systems permits) [2(ii)];
- (iv) _____, 20__ : Permits received required to commence construction of the Demised Premises [2(ii)];
- (v) _____, 20__ : Purchase by Landlord of the land comprising the Demised Premises complete;
- (vi) _____, 20__ : Commencement of construction; and photographs delivered to Tenant evidencing grading and site work [2(iii)];
- (vii) _____, 20__ : Slab complete and photographs delivered to Tenant evidencing same;
- (viii) _____, 20__ : Erection of steel complete and photographs delivered to Tenant evidencing same;
- (ix) _____, 20__ : Building enclosure complete and photographs delivered to Tenant evidencing same;
- (x) _____, 20__ : Parking Area complete and photographs delivered to Tenant evidencing same;
- (xi) _____, 20__ : Landlord to (i) complete construction of the Demised Premises, (ii) provide Tenant with the Evidence of Completion [as defined in Section 2(vii) of the Lease], and (iii) deliver the Demised Premises to Tenant and cause the DELIVERY DATE to occur on the date set forth in this subsection (xi) [2(iv)]; and
- (xii) THE OUTSIDE DELIVERY DATE SHALL BE THE DATE SET FORTH IN SECTION 1(e) OF THE LEASE.

**City: PARK FOREST
ST: ILLINOIS**

Signed and acknowledged in
the presence of:

Date: _____

Witness for Landlord

LANDLORD: PARK FOREST MAIN STREET, LLC

By: _____
Name: _____
Title: _____

EXHIBIT E

SAMPLE

LEASE COMMENCEMENT DATE AGREEMENT

LEASE MODIFICATION AGREEMENT # _____

Re: Dollar General Store # _____

THIS LEASE COMMENCEMENT DATE AGREEMENT, entered into this _____ day of _____ 200____, by and between _____, a _____ (“Landlord”), and _____, a _____ (“Tenant”), with its principal office and place of business in Goodlettsville, Tennessee

RECITALS:

WHEREAS, the undersigned parties now being Landlord and Tenant respectively, under the terms of a Lease dated _____, and primarily covering a storeroom located at _____, City of _____ County, State of _____, do now desire to modify and amend such lease (as amended from time to time, the “Lease”).

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and of the promises and undertakings hereinafter set forth, the parties agree that such Lease shall be and is hereby amended and modified as follows:

1. The Commencement Date as referred to in the Lease is established as _____, and the expiration date of the initial Lease term is established as _____.
2. The first Lease Year as referred to in the Lease in Section I is established as _____, ending _____.

All other terms and conditions of the Lease and of any previous modifications thereof shall remain unchanged.

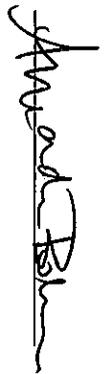
The provisions of this Lease Commencement Agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this _____ day of _____ 20____ (as to Landlord); and this _____ day of _____ 20____ (as to Tenant).

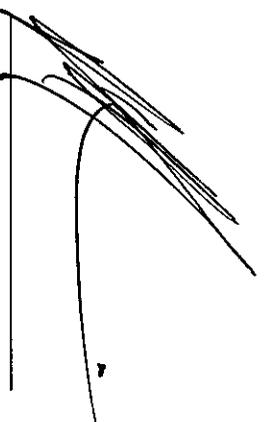
(Signatures Continue on Following Page)

Signed and acknowledged in duplicate in the presence of:

Witness for Landlord:



LANDLORD:



By: Perry Forest Main Street LLC

Name: Robert Miller

Title: Manager

Landlord's Federal Tax Identification Number:

Witness for Tenant:

TENANT:

By:

Maurice A. Laliberte
Vice President,
Lease Administration

LANDLORD AS INDIVIDUAL

STATE OF _____)
) SS
COUNTY OF _____)

On this the ____ day of _____, 20__, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

LANDLORD AS PARTNERSHIP

STATE OF _____)
) SS
COUNTY OF _____)

On this the ____ day of _____, 20__, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledges himself/herself/themselves to be the partner(s) of _____, a partnership, and that he/she/they, as such partner(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

LANDLORD AS CORPORATION

STATE OF _____)
) SS
COUNTY OF _____)

On this the ____ day of _____, 20____, before me, the undersigned, personally appeared _____, who acknowledged himself/herself/themselves to be the _____ of _____, a corporation, and that he/she/they, as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself/themselves as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

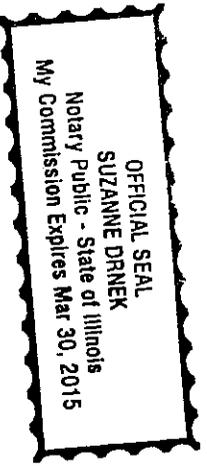
LANDLORD AS LIMITED LIABILITY COMPANY

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this the 28th day of June, 2011, before me, the undersigned, personally appeared Robert Miller, who acknowledged himself/herself/themselves to be the Manager of Park Forest Main Street LLC, a limited liability company, and that he/she/they, as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself/themselves as Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 3.30.2015



TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the ____ day of _____, 20__, before me, the undersigned officer, personally appeared Maurice A. Lalberte, Vice President Lease Administration of _____, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President Lease Administration.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

EXHIBIT F

GUARANTY

SAMPLE

IN CONSIDERATION of the leasing of certain premises located at _____, in the City of _____, _____ County, State of _____, under a Lease dated _____, with _____, as Landlord and _____, as Tenant, Dollar General Corporation does hereby agree that if _____, defaults in the payment of rent or other monies due under the Lease, then, upon notice in writing of such fact, it will within ten (10) days of the receipt of notice pay all rents and other sums which may then be due and owing and will thereafter, as rental becomes due, pay or cause to be paid all further rental under the Lease; provided, however, that in such event and if Dollar General Corporation shall so direct, Landlord shall hereafter recognize Dollar General Corporation as Tenant so long as Dollar General Corporation agrees in writing with Landlord to be bound by and to perform all of the terms, covenants, conditions and provisions of this Lease on Tenant's part to be performed hereunder.

IN WITNESS WHEREOF, Dollar General Corporation has caused this Guaranty to be executed for the benefit of Landlord, its heirs, successors, executors, administrators and assigns this _____ day of _____ 20__.

BY: DOLLAR GENERAL CORPORATION

Authorized Signature

EXHIBIT G

UTILITY INFORMATION SHEET



UTILITY INFORMATION SHEET

Dollar General Corporation

Per your Lease, this Exhibit G is to be completed and submitted before execution of the Lease or the Tenant Possession Date (new construction). We will contact the utility companies and request the accounts/meters to be transferred into Tenant's name once Tenant accepts possession of the Demised Premise AND receives this completed Exhibit G. Please list below which utility companies, account numbers and meter numbers service the address of the new or existing store.

Utilities will not be transferred without the submission and completion of this Exhibit G.

If Landlord is not providing a demised meter, please indicate. Tenant will only transfer demised meters into Tenant's name.

Date: _____ Store # _____

Landlord Contact Name: _____ LL Phone #: _____

LL FAX#: _____ Whose name is currently on this account? _____

If different, what is the name of the previous tenant at this location? _____

Address of Store (as complete as possible – 911 verified if possible): _____

City: _____ State: _____ Zip: _____

	Meter # DG should get placed in our name	Account # that should be placed in DG's name	Name of utility company that services this location	Utility's Phone #
Electric:				() - _____
Gas: (when app – if <u>not</u> serviced by gas, please indicate.):				() - _____
Water/Sewer:				() - _____

- Explain why utility meter/account number is blank – (example – not installed yet)

If Demised Premises is an existing building, this exhibit must be completed and attached to the Lease prior to execution. If the utility meters will be changing, please list that on the form (example – no gas but it will be added before possession date).

If Demised Premises is new construction, this exhibit must be completed prior to the Tenant Possession Date and faxed to 615/855-4635.

Completion of this form helps ensure that utilities are properly placed in Dollar General's name and out of the landlord's name (except billed by center) or the previous tenant's name.

EXHIBIT H

TENANT ESTOPPEL CERTIFICATE

SAMPLE



DOLLAR
GENERAL
CORPORATION

100 Mission Ridge / Goodlettsville, TN 37072 / Phone 615-855-4000
Company Growth Administration Department / Fax 615-855-4663

ESTOPPEL CERTIFICATE

[Insert Lender's name and address]

Demised Premises: DOLLAR GENERAL STORE # _____
ADDRESS: _____
CITY / STATE / ZIP: _____

THIS IS TO CERTIFY THAT THE FOLLOWING IS TRUE AND CORRECT:

1. That the undersigned is the tenant under that certain Lease dated _____ (the "Lease") conveying a leasehold interest in the property described therein.
2. That the Lease is in full force and effect and has not been modified (except as set forth following this sentence). _____
3. That the monthly base rent due under the Lease has not been paid more than thirty (30) days in advance.
4. That, to Tenant's knowledge as of the date hereof, Landlord is not in default under the Lease (except as set forth following this sentence). _____

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of Tenant.

TENANT: _____

By: _____

Name: Maurice A. Laliberte

Its: Vice President
Lease Administration

Date: _____

EXHIBIT I

SNDA

After recording, please return to:

Vena Bridgeman
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

SAMPLE

SUBORDINATION, ATTORNEYMENT AND
NON-DISTURBANCE AGREEMENT.

This Subordination, Attorneyment and Non-Disturbance Agreement ("Agreement") made to be effective this ____ day of _____, 200____, by and between _____, a _____, "Tenant", and _____, "Mortgagee").

STATEMENT OF PURPOSE

1. Mortgagee is the holder of a deed of trust, dated _____, _____ ("Mortgage") on the real estate described on Exhibit A attached hereto and incorporated herein by reference, which Mortgage is recorded in the Office of the _____ of _____ County, _____.
2. Tenant and _____ ("Landlord") have entered into that certain lease dated _____ (the "Lease").
3. Tenant and Mortgagee desire to confirm their understanding with respect to the lease and the Mortgage.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and agreements, together with \$1.00 and other valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged by the parties, Mortgagee and Tenant hereby agree and covenant as follows:

1. The Lease shall be subject and subordinate to the Mortgage and to all renewals, modifications or extensions thereof.
2. Provided Tenant is not in material default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of its terms, covenants or conditions of the Lease to be performed by Tenant, (i) Tenant's rights and privileges

shall be the date of receipt. Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective. Final execution and delivery of this Agreement is in the State of Tennessee and shall be construed in accordance with the laws of the state where the Demised Premises are located, notwithstanding its conflict of laws provisions.

6. The Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect, to the Mortgage and to any and all renewals, modifications and extensions, but any and all such renewals, modifications and extensions shall nevertheless be subject to and entitled to the benefits of the terms of this Agreement.

7. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by both parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

8. Capitalized terms not defined herein shall have the definitions given them in the Lease.

9. Tenant hereby executes and agrees to the provisions of this Subordination, Attornment and Non-Disturbance Agreement as of the date hereof, which approval shall be null and void if a fully executed and recorded original of this agreement shall not be received by Tenant no later than thirty (30) days from the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Agreement to be duly executed on the dates shown hereinafter below.

DATE: _____ TENANT:

BY:

WITNESS: _____ NAME: MAURICE A. LALIBERTE

ITS: VICE PRESIDENT, LEASE
ADMINISTRATION

DATE: _____ MORTGAGEE:

BY:

WITNESS: _____ NAME:

ITS:

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Maurice A. Laliberte, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be the Vice President Lease Administration of _____, a _____, and that he as Vice President Lease Administration, being authorized to do so, executed the Subordination, Attornment and Non-Disturbance Agreement for the purpose therein contained, by signing the name of the corporation by himself as such Vice President Lease Administration as his own free act and deed.

Witness my hand, at office this ____ day of _____, 20____.

Notary Public

My commission: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of _____, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and seal this ____ day of _____, 20 ____.

Notary Public

My commission expires: _____

EXHIBIT J

REQUIRED WARRANTIES

1 Landlord to Warrant Site and Building

Landlord will warrant all material and workmanship performed during construction of the Demised Premises for a minimum of one (1) year, unless additional warranty requirements are expressed below,, including, but not limited to:

- Building Envelope
- Water, Gas, Electric and Sewer services
- Pavement and Parking areas
- All landscaping, including plants and vegetation
- Fire Alarm Systems; Fire Alarm Control Panel; and Sprinkler Systems (if a sprinkler system is required by any governing authority with jurisdiction over the Demised Premises)
- Automatic Doors
- HVAC Units

All HVAC units are to include a one (1) year complete parts warranty; a five (5) year compressor and electrical heat elements warranty; and a ten (10) year gas-fired heat exchanger warranty.

Roof

All roof panels shall be warranted for a period of one (1) year for defects in material & workmanship; and shall be warranted for a period of fifteen (15) years against blistering, peeling, and perforation.

EXHIBIT L

LOCATION: _____

DOLLAR GENERAL 2009 Logo - 4'-6" X 33'-3" Single Face Wall Mounted Sign

The drawing shows a rectangular sign with a height of 4'-6" and a width of 33'-3". The front view shows the 'DOLLAR GENERAL' logo in black on a white background. The side view shows a depth of 9" and a 1/2" embossed copy of the logo. Dimensions for the cabinet and pan are also indicated: 16'-0" for the cabinet width, 17'-0" for the pan width, and 1 1/2" yellow shape and 1" gray pan for the pan details.

Cabinet Size: 4'-6" X 33'-3" (minimum cabinet depth of 8" required)
Mldg: 1 5/8" G (EX-249), hinged for servicing.
V.O.: 4'-2 3/4" X 32'-11 3/4"

Two piece pan formed and embossed **SPARTECH** UV polycarbonate face (no exceptions).
 Cabinet finish: Spraylat FM 171 brushed aluminum. **NOTE:** All single face signs must have white interior backs.
 Black logotype embossed 1/2" on special yellow embossed shape (Spraylat C8-2633 yellow, no exceptions) on Gray (PMS Cool Gray 5) background and returns.
 Decorative process: Production quantities are to have screen printed graphics (yellow, black, gray & white), no mask and spray.
 Labeling: Requires UL Label and Union Label.

NOTE: All signs come complete with ON/OFF switch and electric eye (when requested).

 Dualite Sales & Service, Inc. <small>WILLIAMSBURG, OHIO 43081-1000, TEXAS</small>	Dualite Sales & Service, Inc. One Dualite Lane Williamsburg, Ohio 45176	Scale: 1/4" = 1'-0" # 09-4-32 DOLLO1 GSS Date: 4-13-09
--	--	--

This instrument prepared by
and after recording return to:
Clay D. Stephens, Esq.
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Dollar General Store No.

STATE OF
COUNTY OF

MEMORANDUM OF LEASE

20 **THIS MEMORANDUM OF LEASE** is made and entered into this _____ day of _____,
by and between _____, an _____ (the "Landlord") and _____ an _____ (the "Tenant").

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the parties hereto agree as follows:

1. Landlord has leased to Tenant under a Lease dated as of _____ (the "Lease") certain premises together with easements, all privileges, rights, benefits, and rights-of-way now or hereafter appurtenant or belonging thereto (the "Demised Premises") to be located in _____ County, _____, _____, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.
2. The Lease contains provisions concerning the construction of the Demised Premises.
3. The Demised Premises may be used for any lawful purpose.
4. The term of the Lease shall be for a period of _____ (_____) years beginning on the Commencement Date as that term is defined in the Lease.
5. Tenant shall be entitled to extend the term of the Lease for _____ (_____) successive periods of _____ (_____) years each, upon the terms and conditions therein set forth.
6. Landlord covenants and agrees not to develop or construct, or allow to be developed or constructed, any property now or hereafter owned by Landlord or an affiliate of Landlord, or developed or constructed by Landlord or an affiliate of Landlord for a third party, within a one (1) mile radius of the boundaries of the Demised Premises for the purpose of conducting business as, or for use as, a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Ninety-Nine Cents Only, Deals, Big Lots, Walgreens, CVS, Rite Aid, or Wal-Mart Supercenter. This covenant shall run with the land and shall be binding upon Landlord and its affiliates and their respective successors, assigns and successors in title to the Demised Premises.

7. In no event shall Landlord make any changes to the layout of the parking areas from that shown on the Approved Plans or the Final Site Plan (both as defined in the Lease), nor shall Landlord make any changes or enter into any reciprocal easement or similar agreement, or grant access to any off-site entrances, accessways or delivery lanes benefiting the Premises,

without first obtaining Tenant's prior written consent and without first entering into an easement agreement with covenants and restrictions or a similar agreement (the form of which must first be approved by Tenant), for ingress, egress, parking or restrictive covenants benefiting the Premises with the owner or occupant of the adjacent property. Landlord further agrees to promptly record any such easement agreement in the appropriate recording office within thirty (30) days of execution of same and promptly return a recorded copy of same to Tenant. Tenant is a third party beneficiary of all of the terms and provisions of any such easement agreement.

8. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Lease to be executed by their proper officers or representatives and their proper seals to be hereunto affixed, the day and year first above written.

LANDLORD:

an

By: _____

Witness

Its:

Witness

TENANT:

a

By: _____

Maurice A. Laliberte

Its: Vice President of Lease Administration

Witness

Witness

LANDLORD AS INDIVIDUAL

STATE OF _____)
) SS
COUNTY OF _____)

On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

LANDLORD AS PARTNERSHIP

STATE OF _____)
) SS
COUNTY OF _____)

On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledges himself/herself/themselves to be the partner(s) of _____, a partnership, and that he/she/they, as such partner(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the _____ day of _____, 20__, before me, the undersigned officer, personally appeared Maurice A. Lalberte, Vice President of Lease Administration of _____, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President of Lease Administration.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

MEMORANDUM

DATE: March 28, 2013

TO: Mayor John Ostenburg
Board of Trustees

FROM: Sandra Zoellner, Assistant Director of Economic Development & Planning

RE: Application for Cook County Class 8 Economic Incentive

Applicant: Robert Miller
Milco Acquisition Company, an Illinois Limited Liability Company
19 South LaSalle St, Ste. 1000
Chicago, IL 60603

For: 4 Main Street (a vacant land site)
Park Forest, IL 60466
Permanent Index Number: 31-25-403-003-0000 a 1.24 acre site

BACKGROUND/DISCUSSION:

At the February 19, 2013 Economic Development Advisory Group meeting, Robert Miller requested a Cook County Class 8 for the property at 4 Main Street.

Using the 2012 County Multiplier and Tax Rate, and the construction pro forma estimate the estimated property taxes on a project with a value of \$1Million at 4 Main Street, Park Forest would be approximately \$185,135 annually. With the Class 8 incentive the taxes would be approximately \$74,013 annually.

Cook County Class 8 Property Tax Incentive: Cook County has created several property tax incentives designed to encourage property owners to undertake new construction, or substantial rehabilitation or reutilization of abandoned buildings for commercial and industrial purposes. The Class 8 incentive is the most versatile of these options because it can be used for either commercial or industrial projects. This incentive assesses qualifying real estate at a reduced assessment level for a period of 12 years from the date that new construction or substantial rehabilitation is completed and initially reassessed or, in the case of abandoned property, from the date of substantial reoccupation. The assessment is reduced from 25 percent (for industrial and commercial property) to 10 percent of market value for the first 10 years, to 15 percent in year 11 and 20 percent in year 12. Cook County regulations allow this incentive to be renewed.

Because Park Forest is located in Rich and Bloom Townships, the only qualifier for the Cook County Class 8 incentive is the support of the municipality. This special allowance is made for the five townships targeted by the Cook County Tax Reactivation Program (also includes Bremen, Calumet, and Thornton Townships). EDAG and Staff support the requested property tax incentive, and request that the Village Board approve a Resolution stating its support for the

County incentive. The property owner is then responsible for submitting a formal application to Cook County for this incentive.

SCHEDULE FOR CONSIDERATION: This item will be presented to the Board for consideration at the April 1 Rules meeting.

RESOLUTION NO. _____

A RESOLUTION OF THE VILLAGE OF PARK FOREST APPROVING CLASS 8 ASSESSMENT STATUS FOR THE REAL ESTATE LOCATED AT 4 MAIN STREET IN THE VILLAGE OF PARK FOREST, COOK COUNTY, ILLINOIS, P.I.N. 31-25-403-003-0000

WHEREAS, the Village of Park Forest (“Village”) desires to promote the retention and expansion of business and industry in the Village of Park Forest; and

WHEREAS, the Cook County Board of Commissioners has adopted the Cook County Real Property Classification Ordinance which provides for a Class 8 Incentive Classification designed to encourage commercial and industrial development throughout Cook County by offering a real estate tax incentive for the development of new facilities, the rehabilitation of existing structures, and the re-utilization of abandoned buildings; and

WHEREAS, the Village has determined that the new Millco Investments Resubdivision, being a Resubdivision of part of Lot 3 of Resubdivision of Outlot A in Downtown Park Forest Unit 2, a portion of P.I.N. 31-25-403-003-0000, located at 4 Main Street, Park Forest, Illinois, (“Property”), which is a vacant land parcel with an inaccessible parking lot that remains from a former Sears retail establishment, has been substantially vacant land and/or underutilized for a period of at least 10 years; and

WHEREAS, the Village has determined that the Property has been in a state of neglect, disrepair, substantially vacant and abandoned for a period of more than ten years and Millco Acquisition Company, LLC proposes to purchase the land and construct a 9,200 square foot single tenant retail store for Dollar General; and

WHEREAS, Millco Acquisition Company, LLC has proven to the Village that such real estate is appropriate for the Class 8 Incentive and that the incentive provided by such classification is necessary to induce the construction of a new commercial building and parking lot.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

Section 1. Recitals Incorporated. The Mayor and Trustees hereby find that all of the recitals contained in the preamble to this Resolution are full, true and correct and do incorporate them into this Resolution by this reference.

Section 2. Eligibility for Class 8 Assessment Classification. The Property is hereby declared eligible for Class 8 assessment classification status by Cook County in that the property has been substantially vacant and in disrepair for a period of more than ten years and the applicant proposes to construct a new 9,200 square foot single tenant retail building.

Section 3. Support for Application. The Village supports and consents to the Class 8 application by Millco Acquisition Company, LLC to the Cook County Assessor, and further finds that the incentive provided by Class 8 classification is necessary for new development and redevelopment to occur on the property.

Section 4. Execution of Documents and Submittal of Resolution. The Mayor and Village Clerk are hereby authorized to sign any necessary documents to implement this Resolution. The Village Clerk is authorized and directed to issue a certified copy of this Resolution to the Applicant for the purpose of submitting it to the Cook County Assessor as part of its Class 8 application.

Section 5. Severability and Repeal of Inconsistent Ordinances, Resolutions and Motions. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All resolutions, ordinances and motions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this day of _____, 2013.

APPROVED:

John A. Ostenburg
Mayor

ATTEST:

Sheila McGann
Village Clerk

CERTIFICATION

State of Illinois)
) ss.
County of Cook)

I, SHEILA McGANN, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Park Forest, Cook and Will Counties, Illinois, and as such official I am the keeper of the records and files of the Village of Park Forest.

I further certify that the foregoing or attached is a complete, true and correct copy of Resolution No. ____, entitled, "A RESOLUTION OF THE VILLAGE OF PARK FOREST APPROVING CLASS 8 ASSESSMENT STATUS FOR THE REAL ESTATE LOCATED AT 4 MAIN STREET IN THE VILLAGE OF PARK FOREST, COOK COUNTY, ILLINOIS, P.I.N. 31-25-403-003-0000, ," which was adopted by the Mayor and Board of Trustees on April __, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand in the County of Cook and State of Illinois, on April __, 2013.

Sheila McGann, Village Clerk

(CORPORATE SEAL)

AGENDA BRIEFING

DATE: March 28, 2013

TO: President Ostenburg
Board of Trustees

FROM: Sandra Zoellner
Assistant Director of Economic Development and Planning

RE: Approval of a Resolution Regarding the Sale of 4 Main Street, a 1.24 acre vacant land parcel, Park Forest, Illinois a portion of PIN 31-25-403-003-0000

BACKGROUND/DISCUSSION:

Consistent with the Board's goals in FY 2007/2008, the Economic Development and Planning Department established the goal of selling at least one downtown property owned by the Village. The goal was carried forward to FY2012/2013.

Over the course of the past thirty months, at and following various International Conference of Shopping Centers meetings in Las Vegas and Chicago, Staff worked with a broker affiliated with Dollar General, who identified a preferred Dollar General developer, who worked with Dollar General to approve 4 Main Street for a Dollar General. Following several site visits, a prove-up of the vehicle traffic on Western Avenue and Main Street, Robert Miller submitted an option to purchase the property.

Village Owned Properties: The Village of Park Forest owns a number of properties throughout the community. These properties have the potential for residential, commercial, or industrial development, depending on location. The Village's goal in acquiring these properties was to ensure that they are put back into productive, tax generating use. The manner in which Village-owned properties are sold will vary based on potential use, location, and other incentives available. The Village will work closely with qualified developers to bring all required entitlements to the process in order to achieve our goals of enhancing the tax base and quality of life in the community.

The request by Millco Acquisition to reduce the price of the property meets the intent of the Village's policy to vary the sales price of properties that the Village owns. The abated sales price will also assist the applicant with their future tax appeals.

Benefits of entering into this agreement and sale:

1. The Buyer is well informed and well-versed in the Cook County property tax code. He has developed a relationship with a reputable tax attorney in Illinois.
2. The Buyer is a preferred Developer for Dollar General and can meet their time schedule.
3. The property has stood vacant for more than ten years and this new development may stimulate more interest in the adjoining property for future development.
4. There is sales leakage in general and discount retail for Park Foresters, along with groceries, and this Dollar General can help to reduce the leakage.

5. The Dollar General is expected to garner \$1.4 million in annual sales, which could result in \$14,000 in new sales tax revenue for the Village.

The Economic Development Advisory Group and Staff recommend proceeding with this Purchase and Sales Agreement and requests that the Board approve the Resolution authorizing the Manager to sign the Agreement.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Rules Meeting April 1, 2013 for consideration.

RESOLUTION _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A REAL ESTATE
PURCHASE AND SALES AGREEMENT BETWEEN THE VILLAGE OF PARK
FOREST AND MILLCO ACQUISITION COMPANY, LLC
FOR THE PROPERTY COMMONLY KNOWN AS
4 MAIN STREET, PARK FOREST, ILLINOIS**

**BE IT RESOLVED BY THE MAYOR AND THE BOARD OF TRUSTEES OF
THE VILLAGE OF PARK FOREST in the exercise of their home rule powers as follows:**

Section 1. Real Estate Purchase and Sales Agreement Approved. The Real Estate Purchase and Sales Agreement between the Village of Park Forest and Millco Acquisition Company, LLC, attached hereto and incorporated herein by reference, regarding the sale of the property owned by the Village of Park Forest located at 4 Main Street, Park Forest, Illinois, is hereby approved, subject to the review and approval of the Village Attorney.

Section 2. Execution of Real Estate Sales Agreement. The Village Manager and the Village Clerk are directed to execute the Real Estate Sales Agreement on behalf of the Village in substantially the form attached and any and all other documents necessary to effectuate the purposes of the Real Estate Purchase and Sales Agreement.

Section 3. Effective Date. This Resolution shall take effect from and after its adoption and approval as provided by law.

PASSED this _____ day of _____, 2013.

APPROVED:

John A. Ostenburg
Mayor

ATTEST:

Sheila McGann
Village Clerk

REAL ESTATE PURCHASE AND SALES AGREEMENT

THIS REAL ESTATE PURCHASE AND SALES AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2013 (the "Effective Date"), by and between the Village of Park Forest, an Illinois Home Rule Municipal Corporation, with its principal office at 350 Victory Drive, Park Forest, Illinois 60466 (hereinafter referred to as the "Village") and Millco Acquisition Company, LLC, an Illinois Limited Liability Company, with its principal office located at 19 South LaSalle Street, Suite 1000, Chicago, Illinois 60603 (hereinafter referred to as "Buyer").

RECITALS

WHEREAS, the Village owns fee simple title to the real property legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Buyer has determined to purchase from the Village the real property described in Exhibit A, and the Village desires to sell said property to Buyer, all in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals, the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that:

1. RECITALS INCORPORATED BY REFERENCE

1.1. The recitals set forth above are incorporated herein by reference.

2. SALE AND PURCHASE

2.1. **Sale of the Subject Property.** Subject to the terms and conditions of this Agreement, Buyer shall purchase from the Village, and the Village shall sell to Buyer, 1.24 acres of the land legally described in Exhibit A attached hereto, which property is commonly known as 4 Main Street, Illinois, P.I.N. 31-25-403-003-0000 (hereinafter referred to as the "Subject Property"), together with all rights and appurtenances pertaining to such land.

2.2. **Purchase Price.** The purchase price ("Purchase Price") to be paid by Buyer to the Village for the Subject Property shall be Two-Hundred and Sixty Thousand and 00/100 Dollars (\$260,000.00). The Purchase Price for the Subject Property, plus or minus the prorations and credits hereinafter provided for, shall be paid by Buyer in full at the Closing in cash, certified or cashier's check, or by federal wire transfer funds, together with such additional funds for Buyer's share of Closing costs as may be required pursuant to this Agreement.

2.3. **Legal and Other Professional Expenses.** In lieu of an earnest money deposit for the purchase of the Subject Property, Buyer shall reimburse the Village for all of the Village's legal and professional consulting expenses as more fully set forth in the Agreement for

Reimbursement of Professional Consulting Services, Fees, and Expenses dated February 6, 2013 by and between the Village and Millco Acquisitions Company, LLC.

2.4 **Conditions Precedent to Price Adjustment.** In order to incentivize Buyer to meet the Village's requirements for brick fascia on three sides as part of the construction of a retail establishment at the Subject Property as more fully set forth in the "Economic Incentive Agreement" between the parties, which shall include a minimum fifteen (15) year lease for the retail establishment, an opening date no later than December 31, 2013 for the establishment, diverse and local hiring practices and living wages, and Buyer's construction of such sustainable initiatives as can be accommodated, including, but not limited to, light colored roofing and/or green roof design, parking lot design features to reduce heat effects, storm water management system to keep storm water on site, water efficient landscaping, construction waste management, collection and storage of recyclables on site and minimum energy performance standards for the Project as promulgated by the State of Illinois, the Village and Buyer agree to the following:

2.4.1. The Purchase Price shall be segregated into a Separate Village Account after Closing (the "Separate Village Account").

2.4.2. A one-time reimbursement of the full Purchase Price shall be made to Buyer from the Separate Village Account by the Village. The reimbursement shall be a maximum of \$260,000.00, paid only after documentation of an approved, completed and occupied retail establishment at the Subject Property as set forth in Section 2.4. above.

2.4.3. The Village's payment of the Purchase Price shall be made within 30 days of issuance of Certificate of Occupancy and verification of Buyer's compliance with the conditions set forth in Section 2.4 above.

2.5. **Economic Development Incentives.** The Village shall also adopt a Resolution in support of Cook County Class 8 Assessment Status for the Subject Property and shall agree to share incremental property tax revenues as more fully set forth in the "Economic Development Incentive Agreement," attached hereto and incorporated herein by reference as Exhibit B.

2.6. **Subdivision of the Subject Property.** The Village agrees to use commercially reasonable efforts to cooperate with Buyer's request to legally subdivide the Subject Property and have the applicable subdivided parcels treated as separate parcels after Buyer takes ownership of the Subject Property pursuant to this Agreement.

3. CLOSING DATE AND POSSESSION

3.1. **Closing Date.** The Closing of the transaction contemplated by this Agreement (herein referred to as the "**Closing**") shall be held at a mutually acceptable office of Chicago Title Insurance Company ("**Title Company**"), unless agreed to otherwise by the Village's and Buyer's attorneys, on a date which is no later than twenty-one (21) days after the effective date this Agreement, or as otherwise mutually agreed in writing by the parties hereto (the "**Closing Date**").

3.2. **Survival of Covenants, Warranties and Indemnifications.** Notwithstanding anything to the contrary contained in this Agreement, after the Closing Date or in the event this Agreement is terminated for any reason, the covenants, warranties and all indemnifications of all parties shall survive such termination or Closing.

4. **DELIVERIES AT CLOSING**

4.1. **Village Deliveries.** At Closing, the Village shall deliver to the Title Company the following documents for the Subject Property:

4.1.1. A Warranty Deed executed by the Village conveying the Subject Property to Buyer, subject to the Permitted Exceptions (as hereinafter defined) (the "Deed");

4.1.2. A Certificate of Non-Foreign Status of the Village as required by Section 1445 of the Internal Revenue Code;

4.1.3. Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy (as hereinafter defined);

4.1.4. A Closing Statement prepared by the Village in a manner which reflects the terms and conditions, as applicable, of this Agreement and otherwise in a form reasonably acceptable to Buyer (hereinafter referred to as the "Closing Statement") and the Title Company shall prepare a HUD-1 Statement based upon said Closing Statement.

4.1.5. Such proof of the Village's authority and authorization to enter into this transaction, and the Village's authority to execute the Deed, as may be required by the Title Company;

4.1.6. An Owner's Affidavit, ALTA Statement, and/or Personal (GAP) undertaking as required by the Title Company;

4.1.7. An Affidavit of Title, in customary form, executed by the Village;

4.1.8. State, county and municipal transfer tax declarations for the Subject Property; and

4.1.9. The Village's share of Closing costs.

4.2. **Buyer Deliveries.** At Closing, Buyer shall deliver to the Title Company or the Village directly, as the Village or the Title Company may direct, the following:

4.2.1. To the extent required by the Title Company, A Certificate of Non-Foreign Status of Buyer as required by Section 1445 of the Internal Revenue Code;

4.2.2. Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy;

4.2.3. Such proof of Buyer's authority and authorization to enter into this transaction as may be required by the Title Company; and

4.2.4. The balance of the Purchase Price in accordance with Section 2 above, plus Buyer's share of Closing costs.

5. ALLOCATION OF CLOSING COSTS AND EXPENSES

5.1. **Allocation of Costs.** The Village shall bear the cost of the Title Policy, including extended coverage (excluding endorsements), the cost to record any instruments necessary to clear the Village's title (including, without limitation, any and all delinquent, unpaid, or otherwise outstanding real estate taxes and assessments affecting the Subject Property), one-half (½) the cost of the Closing costs for the Subject Property, and its own fees, costs, and attorneys' fees. Village represents and warrants that the Subject Property is currently exempt from state and county transfer taxes and from any municipal transfer taxes imposed by the Village, and Buyer shall have no responsibility or liability for any of the same. The terms of this Paragraph shall survive closing.

6. PRORATIONS

6.1. The following prorations, except as specifically provided herein to the contrary, shall be made as of the Closing Date and shall be applied to reduce or increase the balance of the Purchase Price, as applicable:

6.1.1. **Taxes.** The Village represents to Buyer that real estate taxes relating to the Subject Property are currently exempt from payment, and that there are currently no special assessments applicable to the Subject Property. The Village represents that real estate taxes relating to the Subject Property are currently under review by the Cook County Assessor. The Village shall pay a pro-rated share of real estate taxes through the date of closing for the 2013 property tax year if the Cook County Assessor or any other applicable body or court of competent jurisdiction determines that the Subject Property is subject to real estate taxes for the 2013 property tax year for the time period that the Village was in ownership of the Subject Property. Buyer shall submit any such property tax bill to the Village for payment within ten (10) days of Buyer's receipt of a property tax bill. Buyer shall be responsible for all real estate taxes and special assessments which first accrue and become due and payable with respect to the Subject Property from and after the Closing Date.

6.1.2. **Other Prorations.** If there are any other items, the credit or proration of which are necessary to fairly allocate the benefits and burdens of ownership of the Subject Property, such items shall be prorated at the Closing as agreed by the Village's and Buyer's attorneys.

7. TITLE INSURANCE

7.1. **Title Policy.** As of the Closing Date, the Village shall cause the Title Company to issue to Buyer its Owner's Policy of Title Insurance (hereinafter referred to as the "Title Policy") covering the Subject Property with extended coverage over the standard general exceptions in the amount of the Purchase Price, subject only to the Permitted Exceptions. Any endorsement requirements requested by Buyer shall be paid for solely by Buyer, although the Village shall reasonably cooperate in connection with such requirements at no cost or expense to the Village.

8. PLAT OF SURVEY

8.1. **Survey.** The Village provided to the Buyer a current survey of the Subject Property, which survey shall be prepared by an Illinois licensed surveyor, shall meet minimum 2005 ALTA/ACSM standards, and shall be certified to Buyer, the Village, the Title Company and any mortgage lender of whom Buyer provides notice to the Village (the "Survey"). The Village paid for the cost for the survey.

9. REPRESENTATIONS

9.1. **Representations of the Village.** In order to induce Buyer to enter into this Agreement, the Village represents to Buyer as follows:

9.1.1. The Village has received no notices of any violations of any laws, ordinances or regulations applicable to the Subject Property which have not been cured.

9.1.2. This Agreement has been, and all the documents to be delivered by the Village to Buyer at Closing will be, duly authorized, executed and delivered by the Village, as applicable, and are or will be a legal, valid and binding obligation of the Village, as applicable.

9.1.3. There are no actions, suits, or proceedings pending or, to the Village's knowledge, threatened against or relating to the Village or the Subject Property in any court or before any administrative agency.

9.1.4. The Village makes no representations as to any adverse environmental conditions affecting the Subject Property.

9.1.5. The Village has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by the Village hereunder.

9.1.6. The individuals executing this Agreement on behalf of the Village have the legal power, right, and actual authority to bind the Village to the terms and conditions of this Agreement.

9.1.7. The Village represents and warrants to Buyer that it is unaware of any proposed or contemplated changes in the Village Requirements that will have any impact on the value, functionality or operation of the Subject Property. If the Village becomes aware of any proposed or contemplated changes in the Village Requirements that will have any impact on the value, functionality or operation of the Subject Property, the Village shall promptly send written notice of such non-compliance to Buyer.

9.1.8. Except as otherwise provided in this Agreement, the Village represents and warrants that the Subject Property complies with all federal and state laws and Village ordinances. The Village has received no notices of any violation of any laws, ordinances or regulations applicable to the Subject Property which have not been cured.

9.1.9. The Village represents and warrants that there are no structural or other defects with the building located on the Subject Property.

9.1.10. The Village represents and warrants that the Subject Property is properly zoned.

9.2. **Representations of Buyer.** In order to induce the Village to enter into this Agreement, Buyer represents to the Village as follows:

9.2.1. Buyer has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by Buyer hereunder.

9.2.2. The individuals executing this Agreement on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

9.3. **As Is Condition.** Except as otherwise set forth in this Agreement, the Subject Property is being sold in an "**AS IS, WHERE IS**" CONDITION AND "**WITH ALL FAULTS**" as of the Effective Date and as of the Closing Date. Except as expressly set forth in this Agreement, no representations have been made or are made, and no responsibility has been or is assumed by the Village or Buyer, as the case may be, or by any officer, director, board member, employees, agents or volunteers, attorney, or representative acting or purporting to act on behalf of the parties as to the condition or repair of the Subject Property or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the Subject Property or the condition, repair, value, expense of operation or income potential of the Subject Property or any portion thereof. The parties acknowledge and agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged into this Agreement and the Exhibits hereto annexed, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other. The Village does not make any representations or warranties as to whether the Subject Property contains asbestos or any hazardous materials or harmful or toxic substances, or pertaining to the extent, location or nature of same, if any. Further, to the extent that the Village has provided information to the

other party hereto from any inspection, engineering or environmental reports concerning asbestos or any hazardous materials or harmful or toxic substances, the Village does not make any representations or warranties with respect to the accuracy or completeness, methodology of preparation, or otherwise concerning the contents of such reports. Buyer acknowledges that the Village has requested that Buyer inspect the Subject Property fully and carefully and investigate all matters relevant thereto, and that Buyer relies solely upon the results of Buyer's own inspections or other information obtained or otherwise available to Buyer, rather than any information that may have been provided by the Village to Buyer.

9.4. **Waiver and Release for Certain Conditions.** Buyer waives and releases the Village from any present or future claims arising from or relating to the presence or alleged presence of asbestos or any hazardous materials or harmful or toxic substances in, on, under or about the Subject Property, as the case may be, including without limitation any claims under or on account of: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar state statutes, and any regulations promulgated thereunder; (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental matters of any kind; (iii) this Agreement (except for those items which survive the Closing hereunder to the extent expressly set forth herein); or (iv) the common law. The terms and provisions of this Section 9.4 shall survive Closing hereunder or termination of this Agreement.

10. **STATUTORY COMPLIANCE**

10.1. **Reporting of Information.** Buyer and the Village shall provide, and consent to, the reporting of all information regarding the sale contemplated hereunder as may be required by any act, regulation or statute, including all amendments thereto, of the United States of America, or the State of Illinois, or any agency or subdivision thereof.

10.2. **Compliance with Applicable Laws.** Buyer and the Village shall at all times comply with all of the requirements of all county, municipal, state, federal and other applicable governmental statutes or regulations, now in force, or which may hereafter be in force pertaining to the performance of this Agreement.

11. **UNIFORM VENDOR AND BUYER RISK ACT**

11.1. **Uniform Vendor and Buyer Risk Act.** The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall apply to this transaction. The Village and Buyer shall reasonably cooperate in providing any information requested by each other in either party's possession with regard to the Subject Property.

12. **CONDEMNATION PRIOR TO CLOSING**

12.1. **Taking of Proerty.** If, prior to the Closing Date, all or any significant portion (as defined in this Section 12.1) of the Subject Property is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), the party whose parcels are affected

by such taking shall notify the other party hereto of such fact promptly after obtaining knowledge thereof, and Buyer shall thereafter have the right to terminate this Agreement by giving written notice to the Village not later than ten (10) days after the giving of such initial notice. For the purposes hereof, a "significant portion" of the Subject Property shall mean fifteen percent (15%) or more of the total square footage of the Subject Property. If Buyer elects not to terminate this Agreement as aforesaid, or if less than a significant portion of the Subject Property is taken by eminent domain (or becomes the subject of a pending taking), there will be no abatement of the Purchase Price and the Village shall assign to Buyer (without recourse) at the Closing the rights of that party to the awards, if any, for the taking, and the other party shall be entitled to receive and keep all awards for the taking of the Subject Property or such portion thereof.

13. BROKERS

13.1. **No Broker.** The Village hereby represents and warrants to Buyer that the Village has not dealt with any broker or finder in respect of the transaction contemplated.

13.2. **Indemnification for Broker Commission.** The Village shall indemnify Buyer for any claim for a brokerage commission or finder's fee asserted by any other person, firm or corporation claiming to have been engaged by the Village.

14. PERFORMANCE AND DEFAULT

14.1. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

14.2. **Village Compliance.** In the event the Village shall fail to comply with any of its obligations to be performed by the Village hereunder on or prior to the Closing Date, then Buyer shall be entitled, by written notice to the Village and the Village's failure to cure such non-compliance within five (5) business days thereafter, to pursue all remedies available to Buyer, at law or in equity, including the refund of Buyer's Earnest Money deposit. In no event shall the Village be liable to Buyer for any loss or damage suffered by Buyer in connection with any agreement or understanding with any third party with respect to the use, lease or purchase of the Subject Property.

14.3. **Buyer Compliance.** In the event Buyer shall fail to comply with any of its obligations to be performed by Buyer hereunder on or prior to the Closing Date, then the Village shall be entitled, by written notice to Buyer and Buyer's failure to cure such non-compliance within five (5) business days thereafter, to the Earnest Money as liquidated damages, and not as a penalty, as its sole remedy for Buyer's default.

15. NOTICES AND COMMUNICATIONS

15.1. **Notices and Communications.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by facsimile telecommunications (followed by next day overnight delivery service), by overnight air express

service, or by U.S. registered or certified mail, postage prepaid and return receipt requested, in each case addressed to the parties hereto at their respective addresses set forth below:

To the Village: Thomas Mick, Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466
Fax: (708) 503-8560

With copies to: Paul L. Stephanides
Attorney
Robbins Schwartz Nicholas Lifton & Taylor, Ltd.
9550 Bormet Dr., Suite 201
Mokena, Illinois 60448-8360
Fax: (815) 722-0450

To Buyer: Robert Miller
Millco Acquisition Company
19 South LaSalle St, Ste. 1000
Chicago, Illinois 60603
Fax:

With copies to: Richard M. Dubin
Dubin Singer PC
Three First National Plaza
70 West Madison Street
Suite 4500
Chicago, Illinois 60602
Fax: (312) 345-5701

15.2. **Time of Service.** Except as otherwise provided herein, notice served by certified mail or regular mail shall be effective on the third (3rd) business day following the date of mailing.

15.3. **Facsimile Service.** Notice by facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

16. **ENTIRE AGREEMENT**

16.1. **Entire Agreement.** This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements among the parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party.

16.2. **Merger.** All negotiations between the parties are merged in this Agreement, and there are no understandings or agreements, verbal or written, other than those incorporated in this Agreement.

17. BUSINESS DAYS

17.1. **Business Days.** Business days as used in this Agreement are defined as Monday through Friday, excluding federal holidays.

17.2. **Weekends and Holidays.** If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or federal holiday, then the final day of the period or the date of such performance shall be extended to the next business day.

18. HEADINGS AND TITLES

18.1. **Headings and Titles.** The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

19. COUNTERPARTS

19.1. **Counterparts.** This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

20. SEVERABILITY

20.1. **Severability.** If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

21. WAIVER OF TRIAL BY JURY

21.1. **Waiver of Trial by Jury.** The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

22. VENUE

22.1. **Venue for Actions.** Venue for any action taken by Buyer or the Village, whether in law or in equity, to enforce the terms of this Agreement shall be in the Circuit Court of Cook County, Illinois.

23. EFFECTIVE DATE

23.1. **Effective Date.** This Agreement shall be signed last by the Village Manager and the Village Clerk. The Village Clerk shall insert the date upon which this Agreement was so signed by the Village Manager and such date shall be the effective date of this Agreement.

24. NON-WAIVER

24.1. **Non-Waiver.** Except as herein expressly provided, no waiver by a party of any breach of this Agreement by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows of such breach at the time it accepts such payment or performance.

24.2. **Failure to Exercise Right.** No failure or delay by a party to exercise any right it may have by reason of the default of any other party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

25. GOVERNING LAW

25.1. **Laws of the State of Illinois.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

26. AMENDMENTS AND MODIFICATIONS

26.1. **Amendments and Modifications.** No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

27. APPROVALS AND CONSENTS

27.1. **Approvals and Consents.** Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder may not be unreasonably withheld, conditioned, or delayed.

27.2. **Cooperation of the Parties.** The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be reasonably necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

28. COSTS AND FEES

28.1. **Costs and Fees.** In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party rising out of this Agreement, then in that event the prevailing party as determined by a court of competent jurisdiction shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom.

29. THIRD PARTIES

29.1. **Rights of 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 Buyer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or Buyer, nor shall any provision give any third parties any rights or subrogation or action over or against either the Village or Buyer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

30. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED

30.1. **No Joint Venture, Agency or Partnership.** Nothing in this Agreement, or any actions of the parties to this Agreement, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

31. NO PERSONAL LIABILITY OF VILLAGE OFFICIALS

31.1. **No Personal Liability of Village Officials.** No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, officer, partner, member, director, agent, employee, consultant or attorney of the Village in his or her individual capacity, and no official, officer, partner, member, director, agent, employee or attorney of the Village 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 connection therewith.

32. REPEALER

32.1. **Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the Village Code, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling to the extent lawfully permitted.

33. PRESUMPTIONS AND INTERPRETATION

33.1. **Presumptions and Interpretation.** This Agreement shall be deemed to have been negotiated by and between the parties such that no presumption of draftsmanship shall inure

to the detriment or benefit to either party. Moreover, this Agreement is to be liberally construed in order to give force and effect of the interest of parties to effectuate the orderly and efficient construction, completion and maintenance of the development contemplated herein.

34. AUTHORITY TO EXECUTE.

34.1. **Authority of Parties to Execute Agreement.** The Parties hereby acknowledge and agree that all required notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right. The Village is a home-rule community under the Law of the State of Illinois and enters into this Agreement pursuant to such authority and by exercise of its home-rule powers. The Village hereby warrants and represents to Buyer that the person executing this Agreement on its behalf has been properly authorized to do so by the Mayor and Board of Trustees of the Village. Buyer further represents that, (1) Buyer has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the Subject Property as set forth herein, (2) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (3) neither the execution of this Agreement nor the performance of the obligations assumed by, as applicable, Buyer hereunder will (i) result in a breach or default under any agreement to which Buyer is a party or to which the Buyer or the Subject Property is bound, or (ii) violate any statute, law, restriction, court order, or agreement to which Buyer, or the Subject Property is subject.

35. ASSIGNMENT.

35.1. **Assignment of Agreement by Buyer.** Buyer may assign its rights pursuant to this Agreement to an affiliated entity without obtaining Village approval. Buyer may assign its rights pursuant to this Agreement to an unaffiliated entity, subject to the express written approval of the Village which shall not be unreasonably withheld. The Village shall provide said approval or disapproval within seven (7) business days. If the Village has not provided its approval or disapproval within said time, it shall be deemed an approval of the assignment. Upon assignment, Buyer shall automatically be released from all obligations and liabilities arising out of, or connected with, this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

VILLAGE OF PARK FOREST

Attest:

By: _____
Name: Thomas K. Mick
Its: Village Manager

By: _____
Name: Sheila McGann
Its: Village Clerk

Date: _____

MILLCO ACQUISITIONS COMPANY, LLC

Attest:

By: _____
Name: Robert Miller
Its:

By: _____
Name:
Its:

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

EXHIBIT A
LEGAL DESCRIPTION

That part of Lot 3 in Resubdivision of Outlot A in Downtown Park Forest Unit 2, being a Resubdivision of Outlot A in Downtown Park Forest Unit 2, being a subdivision of part of the Southeast $\frac{1}{4}$ of Section 25 and the Northeast $\frac{1}{4}$ of Section 36 and also that part of vacated Lakewood Boulevard and vacated Victory Boulevard lying adjacent to Outlot A, all in Township 35 North, Range 13 East of the Third Principal Meridian, according to the Plat of Subdivision thereof recorded September 9, 1999, as Document 99849990, in Cook County, Illinois, described as follows: Commencing at the Northeast Corner of said Lot 3 on the West Line of Western Avenue; thence South 68 Degrees 40 Minutes 50 Seconds West along the North Line of said Lot 3 a distance of 292.90 feet to the point of Main Street; thence South 68 degrees 40 Minutes 50 Seconds West along the North Line of Main Street a distance of 265.50 feet; thence North 21 Degrees 19 Minutes 10 Seconds West a distance of 203.58 feet to the North Line of said Lot 3; thence North 68 Degrees 40 Minutes 50 Seconds East along said North Line a distance of 265.50 feet to the point of beginning in Cook County, Illinois.

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
BETWEEN MILLCO ACQUISITION COMPANY, LLC AND
THE VILLAGE OF PARK FOREST**

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the “Agreement”) is dated as of the _____ day of _____, 2013, by and between the Village of Park Forest, an Illinois Home Rule Municipal Corporation, with its principal office at 350 Victory Drive, Park Forest, Illinois 60466 (hereinafter referred to as “Village”), and Millco Acquisition Company, LLC, an Illinois Limited Liability Company, with its principal office at 19 South LaSalle Street, Suite 1000, Chicago, Illinois 60603 (hereinafter referred to as “Developer”).

RECITALS

WHEREAS, the Village has the authority, pursuant to its Home Rule Authority and the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes; and

WHEREAS, the Village is authorized under its Home Rule Authority and the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the “Act”) to finance redevelopment in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, the Village prepared a Redevelopment Plan and Project dated November 10, 1997, (the “Park Forest Downtown Redevelopment Plan”), including the land legally described in the Park Forest Downtown Redevelopment Plan (the “Park Forest Downtown Redevelopment Area”); and

WHEREAS, in accordance with the Act, the Village held and conducted public hearings with respect to the Park Forest Downtown Redevelopment Plan, the Park Forest Redevelopment Area and the redevelopment project described in such Park Forest Downtown Redevelopment Plan at meetings of the Village Board of Trustees held on December 16, 1997; and

WHEREAS, the Village Board of Trustees, after giving all notices required by law, and after conducting all public hearings required by law, enacted the following ordinances (collectively the “TIF Ordinances”):

1. Ordinance No. 1633, adopted November 10, 1997, titled “Ordinance Adopting and Approving a Downtown Redevelopment Plan and Redevelopment Project in the Village of Park Forest;”
2. Ordinance No. 1634, adopted November 10, 1997, titled “An Ordinance Designating the Downtown Redevelopment Project Area;” and

3. Ordinance No. 1635, adopted November 10, 1997, titled “An Ordinance Adopting Tax Increment Financing for the Village of Park Forest, Cook and Will Counties, Illinois;” and

WHEREAS, the Developer, desires to purchase, own and develop 1.24 acres of land commonly known as 4 Main Street, Park Forest, Illinois, P.I.N. 31-25-403-003-0000, and legally described in Exhibit A, attached hereto and incorporated herein by reference (“Subject Property”), to construct a proposed Dollar General Store, an approximately 9,100 square feet full-service discount retail store (“Project”) and has entered into a 15-year lease with two (2) five (5) year options with Dollar General at the Subject Property; and

WHEREAS, the Developer has notified the Village that the costs to purchase and subdivide the Subject Property and construct the Project into full Code compliance and install a three-sided brick façade, such sustainable initiatives as can be accommodated, including, but not limited to, light colored roofing and/or green roof design, parking lot design features to reduce heat effects, storm water management system to keep storm water on site, water efficient landscaping, construction waste management, collection and storage of recyclables on site and minimum energy performance standards for the Project as promulgated by the State of Illinois, all which would be cost prohibitive without financial assistance from the Village; and

WHEREAS, the Village desires that the Developer build the Project so that Dollar General operates at the Subject Property; and

WHEREAS, the Village recognizes that the operation of a Dollar General store at the Subject Property prevents a condition of potential blight in a prime commercial location within the Village, and provides both sales and property taxes for the Village as well as employment opportunities for the residents of the Village; and

WHEREAS, the Subject Property is has remained vacant land for more than ten (ten) years; and

WHEREAS, the Project will serve to further the development of adjacent areas;

WHEREAS, without the Agreement, the Project would not be possible; and

WHEREAS, the Developer meets high standards of credit worthiness and financial strength; and

WHEREAS, the Project will strengthen the commercial sector of the Village; and

WHEREAS, the Project will enhance the tax base of the Village; and

WHEREAS, this Agreement is made in the best interests of the Village; and

WHEREAS, the Village is desirous of fostering the development of the Subject Property to increase its property tax base and the real property tax base of taxing districts of our

community and to provide the maximum retailer occupation sales tax from the Subject Property; and

WHEREAS, the Village has taken all necessary corporate action to approve this Agreement; and

WHEREAS, the Developer has taken all necessary action to approve this Agreement.

ARTICLE I RECITALS

1.1. Recitals Incorporated. The representations set forth in the foregoing recitals are a material part of this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I and constitute representations, warranties and agreements of the respective parties hereto.

ARTICLE II UNDERTAKINGS ON THE PART OF THE VILLAGE

2.1. Village's Redevelopment Obligations. The Village shall have the obligations set forth in this section for the furtherance of the Project.

2.2. Tax Increment Financing. Tax increment financing, implemented in accordance with the terms and provisions of the Act and this Redevelopment Agreement, is intended to be one of the sources of funding for the Project. In this regard, the Village agrees to maintain a special tax allocation fund ("Special Tax Allocation Fund") for the deposit of incremental property taxes required by the Act and the Redevelopment Plan approved by the Village.

2.3. Annual Reports. The Village shall maintain eligibility of the Park Forest Downtown Redevelopment Project Area to receive tax increment financing through the preparation and maintenance of annual reports, and other mandates as may be required by the Act.

2.4. Village Deposits. The Village shall deposit one hundred percent (100%) of the incremental property taxes actually received from the Project ("Incremental Property Taxes") in the Special Tax Allocation Fund immediately upon receipt thereof.

2.5. Annual Accounting. The Village shall conduct and prepare an annual accounting of the Incremental Project Property Taxes actually received from the Project and deposited into the Special Tax Allocation Fund. The accounting shall also recite how such funds were disbursed, or are proposed to be disbursed, in accordance with the terms of this Agreement. Such accounting shall be completed, and a copy provided to Developer, no later than December 31st of each year as applicable during the term of this Agreement.

2.6. Allocation of Incremental Project Property Taxes. The amounts of Incremental Property Taxes actually received and deposited into the Special Tax Allocation Fund by the Village shall be allocated as follows with the following priorities as to amounts:

- a) 50% of the Incremental Project Property Taxes shall be retained by the Village; and
- b) 50% of the Incremental Project Property Taxes shall be applied by the Village to the payment of Developer TIF Eligible Project Costs as set forth below, up to the Village maximum distribution amount of one hundred and seventy thousand dollars (\$170,000.00) (“Village Maximum Distribution”).

2.7 TIF Eligible Project Costs. The Village Maximum Distribution shall be the maximum amount of funds that the Village shall distribute for the Project to the Developer based upon the seven-year “TIF Analysis” prepared by the Village, attached hereto and incorporated herein by reference as Exhibit B, which shall be approved in such amounts as are determined by the Village from time to time, in accordance with the requirements and provisions of this Agreement. Notwithstanding any provision hereof to the contrary, the term of this obligation shall continue from the initial reimbursement from any Incremental Project Property Taxes paid by Developer, if any, in the year 2014 (with reimbursement to developer in 2015) through and including any increment property taxes paid by the developer 2020 (with the reimbursement to the Developer in 2021).

2.8 TIF Eligible Project Costs. The Developer shall present to Village on or prior to November 30th of each year a request for payment as set forth in Section 2.9 below for TIF eligible project costs (“TIF Eligible Project Costs”) to be paid pursuant to the terms of this Agreement, showing the total of such costs expended to date. Reimbursement to the Developer shall be subject to the availability of Incremental Property Taxes on deposit in the Special Tax Allocation Fund.

2.9 Developer Submission and Village Review of TIF Eligible Project Cost Requests. The Developer shall submit requests for reimbursement of Developer TIF Eligible Project Costs no later than November 30th of each calendar year. For payments to be made in connection with this Agreement, the Developer shall submit to the Village a written request setting forth the amount for which payment is requested. The request for payment shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence that has not already been delivered by Developer to the Village and as the Village shall reasonably require to evidence appropriate payment of the Developer TIF Eligible Project Costs for which reimbursement is sought. The Village reserves the right to have its engineer or other agents or employees inspect all work regarding a submitted requisition, to examine the Developer’s and other’s records relating to all Developer TIF Eligible Project Costs to be paid, and to obtain from such parties as the Village reasonably determines to be necessary and appropriate such other information as is necessary for the Village to evaluate compliance with the terms hereof. The Village shall have thirty (30) business days after the annual accounting set forth in Section 2.5 hereof to make approved payments. In the event the Village finds an error in the request or the work performed, the Village shall specify such error in reasonable detail within such thirty (30) business days from the date of the request for payment, and the request or the work shall be corrected prior to approval of the portion of the request affected, provided, that all portions not affected by such error shall be remitted as required herein. Notwithstanding the foregoing, the Village shall remit to Developer all permitted reimbursements no later than January 31st.

2.10 Form of Requisition-TIF Eligible Project Costs. Each obligation pursuant to this Agreement shall be effective only upon receipt by the Village of a requisition signed by the Developer certifying:

- (a) The requisition number;
- (b) The name and address of the person, firm or corporation to whom payment is due or has been made, which may include the Village and the Developer;
- (c) The amount to be or which has been paid;
- (d) That each obligation mentioned therein has been properly incurred, is a proper charge against the Developer TIF Eligible Project Costs and has not been the basis for any previous requisition;
- (e) That there has been compliance with this Agreement;
- (f) The purposes for which such payment is to be made and that such payment is only for costs constituting Developer TIF Eligible Project Costs;
- (g) Any contracts, change orders or lien waivers relating to such payment are attached; and
- (h) That the work that is the subject of such requisition has been performed substantially in accordance with the Plans and the payment requested fully covers work performed or materials used at the site of the Project in accordance with the Plans as set forth in Exhibit C attached hereto and incorporated herein by reference.

Upon delivery of the above, the Village will proceed with processing of a requisition, the form of which is attached hereto as Exhibit D.

2.11. No Direct Incentives. The Village shall not negotiate or provide any economic incentive to any tenant located at the Subject Property.

2.12. Reduction of Incentives. In no event shall the total amount paid to the Developer by the Village, whether as a grant or property tax revenue sharing during the term of this Agreement, exceed the amount of certified costs expended by the Developer for TIF eligible capital improvements.

ARTICLE III DEVELOPER'S OBLIGATIONS

3.1. Store Operation. The Developer shall use its best efforts to ensure that throughout the term of this Agreement, the store to be operated by Dollar General, Inc., at the Subject Property pursuant to the Tenant Lease, attached hereto and incorporated herein by reference as Exhibit E, does not close once located within the Village, or relocate outside the corporate boundaries of the Village, unless an equivalent retail store with sales no less than the average sales experienced during the previous three (3) years during which payments were made by the Village is located at and open for business to the general public at the Subject Property within one (1) year of the relocation or closing of the store located at the Subject Property.

3.2. Relocation or Closure of Store. In the event the Dollar General retail store is relocated or closed during the first five (5) years of this Agreement and an equivalent store pursuant to this Section is not located and open for business to the general public at the Subject Property within one (1) year, all obligations of the Village hereunder shall immediately terminate and the Village shall be without further liability to the Developer. In such event, the Developer shall repay to the Village fifty percent (50%) of any and all amounts paid to the Developer pursuant to the Agreement prior to the closure or relocation of the store. Upon the fulfillment of the repayment obligations pursuant to this Section, the Developer shall be relieved from further liability under this Agreement.

3.3. Developer to Remain in Good Standing. The Developer shall maintain itself in good corporate standing throughout the term of this Agreement.

3.4. Confidentiality. The Village shall keep all information provided to it, pursuant to the terms of this Agreement, confidential between it and the Developer and shall not divulge any of said information, without prior written approval of the Developer, but shall use such information only for the purposes of this Agreement, unless otherwise provided by law.

3.5. Costs Certification. On or before November 30, 2013, the Developer shall deliver to the Village certification of all costs expended by it for construction of public works or improvements; financing costs, including interest assistance, studies, surveys and plans; marketing the subject property and project within the TIF, professional services, such as architectural, engineering, legal and financial planning; and, demolition and site preparation to the Subject Property with copies of paid invoices for each item included therein.

3.6. Amounts Due to the Village. The Developer shall promptly pay, as the same become due, any and all amounts due and owing to the Village for any reason and any and all taxes and governmental charges of any kind that may be assessed with regard to its operation, during the term of this Agreement.

3.7. Compliance with Applicable Codes. The Developer shall comply with all applicable zoning ordinances and regulations, building codes, fire codes and all other applicable Village ordinances, resolutions and regulations.

3.8. Compliance with Laws. The Developer shall comply or diligently pursue compliance with all applicable laws, rules and regulations of the State of Illinois, the United States of America, codes, ordinances and regulations of the Village and all agencies having jurisdiction over the Developer.

3.9. Hire Locally. The Developer shall make a "good faith" effort to advertise and hire locally for construction of the Project and require that store operator shall advertise and hire personnel locally within the corporate boundaries of the Village and far south suburbs of Chicago, Illinois.

3.10. Sales Tax Information of Tenant. On or before December 31st of each calendar year during the time period covered by the Agreement, the Developer's tenant shall authorize the Illinois Department of Revenue to release to the Village all sales tax information for the calendar year.

3.11. Legal Expenses. The Developer shall reimburse the Village for all legal expenses related to this Economic Development Incentive Agreement, including drafting of same. The Developer shall reimburse the Village for all legal and professional consulting expenses, pursuant to the Agreement for Reimbursement of Professional Consulting Services, Fees, Fees and Expenses dated February 6, 2013 by and between the Village and Millco Acquisitions Company, LLC.

3.12. Pass Through of Incentive. The Developer may act as a pass through of any incentive provided pursuant to this Agreement to the tenant located at the Subject Property.

3.13. Prevailing Wages. The Developer covenants and agrees to pay, and to contractually obligate and cause any general contractor, contractors and subcontractors to pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department") for the Project and as set forth in the Village's current Prevailing Wage Ordinance. If the Department revises such prevailing wage rates, the revised rates shall apply to all such requests. Upon the Village's request, the Developer shall provide the Village with copies of all such contracts entered into by the Developer or any applicable general contractor to evidence compliance with this Section.

3.14. No Gifts. The Developer covenants that no officer, member, manager, stockholder, employee or agent of Developer, or any other Person connected with the 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.

3.15. Conflicts of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, 65 ILCS 5/11-74.4-4(n), the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the Village, or any consultant hired by the Village or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest in the Property or any other Property in the Redevelopment Project Area, and no such person shall represent any person, as agent or otherwise, who owns or

controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Project Area.

ARTICLE IV TERM AND TERMINATION OF AGREEMENT

4.1. Termination. This Agreement shall terminate upon the last payment by the Village to the Developer pursuant to this Article. For example, if this Agreement commences with the first payment on January 31, 2015, it shall terminate upon the last payment of January 31, 2021, if said payment is made on that date.

4.2. Termination upon Incentive Cap. In the event the Village's Maximum Distribution of one-hundred and seventy thousand dollars (\$170,000.00) is met prior to the expiration of the term of this Agreement pursuant to Section 4.1 above, this Agreement shall automatically terminate upon said Village Maximum Distribution being paid out.

ARTICLE V RESTRICTIONS

5.1. Discrimination Prohibited. The Developer shall strictly adhere to a policy of equal opportunity for employment and will not discriminate against any employee or applicant for employment for the construction of the Project because of race, color, religion, sexual orientation, gender or national origin. The Developer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sexual orientation, gender or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

ARTICLE VI AUTHORIZATION AND ENFORCEABILITY

6.1. Village Authority. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Village's corporate authority, including adoption of an appropriate resolution authorizing execution of this Agreement.

6.2. Developer Authority. The Developer has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings with respect to this Agreement. The Developer hereby represents and warrants: (1) it has full power to execute, deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary proceedings; (2) this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms; and (3) it has requested economic assistance from the Village in order to develop the Project and, but for the economic assistance and the appropriate business conditions, the Project, as contemplated, would not be economically viable nor acceptable to the Developer.

6.3. Developer Existence. The Developer shall 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 Developer maintains an interest in the Subject Property or has any other remaining obligation pursuant to the terms of this Agreement.

6.4. Relationship of the Parties. Nothing in this Agreement shall be deemed or construed by the parties as creating the relationship of principal and agent, or of any partnership or joint venture.

6.6. Non-Conflict or Breach. Neither the execution and delivery of this Agreement by the 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 or any of its partners or ventures is now a party or by which Developer or any of its partners or its ventures 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, any related party or any of its ventures under the terms of any instrument or agreement to which Developer, any related party or any of its partners or ventures is now a party or by which Developer, any related party or any of its ventures is bound.

ARTICLE VII DEFAULTS

7.1. Timely Performance. Failure or delay by any party to timely perform any representation, warranty, covenant, agreement, term or condition of this Agreement after written notice thereof shall constitute an "event of default" under this Agreement. The party who so fails or delays must, upon receipt of written notice of the existence of such event of default, immediately commence to cure, correct or remedy such event of default and thereafter proceed with diligence to cure such event of default. The party claiming such event of default shall give written notice of the claimed event of default to the other party, specifying the event of default. Unless an event of default is cured in full within ten (10) days after service of notice by the party, that party shall be relieved of any and all of its obligations arising pursuant to this Agreement, and such obligations shall be immediately canceled and without any force or effect.

7.2. Cure of Defaults. If such event of default is cured within such ten (10) day period, the event of default shall not be deemed to constitute a default under this Agreement. If the event of default is one which cannot reasonably be cured within a ten (10) day period, upon request and with appropriate showings, the cure period shall be extended for such time as it reasonably necessary for the curing of the same, so long as there is diligent proceeding to cure such event of default. If such event of default is cured within such extended period, the default shall not be deemed to constitute a default under this Agreement. However, an event of default not cured as provided above shall constitute a default under this Agreement. Except as otherwise

expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any event of default or default shall not operate as a waiver of any such event of default or default of any rights or remedies it may have as a result of such event of default or default.

7.3. Enforcement of Default. In the event of a default, the non-defaulting party may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance and observance of any obligation, covenant or agreement. Upon an occurrence of an event of default, the defaulting party shall reimburse the non-defaulting party for all costs incurred in seeking to enforce such obligation, covenant or agreement, including but not limited to costs incurred by use of its employees and attorneys.

ARTICLE VIII RELEASE AND INDEMNIFICATION

8.1. Release and Indemnification. The indemnifications and covenants contained in this Article shall survive termination or expiration of this Agreement.

8.2. Hold Harmless. The Developer shall hold harmless, indemnify and defend the Village and its governing body members, officers, agents, employees and independent contractors from and against all claims, causes of action and suits of every kind and nature, including liabilities, damages costs, expenses and reasonable attorney's fees brought by third parties arising from any and all conduct of the Developer, its independent contractors, tenants, officers, agents, employees, attorneys, representatives or any other person in connection with the rehabilitation and operation of its business at the Subject Property.

8.3. Liability of Village. The Village and its governing body members, officers, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, employees, independent contractors or any other persons who may be about the Subject Property or the construction of the Project.

8.4. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the Village shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

8.5. Covenant Not to Sue. The Developer covenants and agrees that no recourse under or upon any obligation or agreement contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sum agreed by the Village to be paid hereunder, subject to the terms and conditions contained herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village, its officers, agents, attorneys, representatives or employees in excess of such amounts, all and any such rights or claims against the Village, its officers, agents, attorneys, representatives or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

**ARTICLE IX
MUTUAL ASSISTANCE**

9.1. Mutual Assistance. The Village and the Developer agree to take such action, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), supplemental hereto as may reasonably be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent to the extent legally permitted.

**ARTICLE X
MISCELLANEOUS PROVISIONS**

10.1. Entire Agreement. This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the Village and Developer regarding the Subject Property, and may not be modified or amended except by a written instrument executed by both of the parties hereto. Each party acknowledges that no representation or warranties have been made which have not been set forth herein.

10.2. 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 intended to relieve or discharge the obligation or liability of any third person to either the Village or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

10.3. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one (1) Agreement. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

10.4. Special and Limited Obligations. This Agreement shall constitute a special and limited obligation of the Village according to the terms hereof. This Agreement shall never constitute a general obligation of the Village to which its credit, resources or general taxing power are pledged. The Village pledges to the payment of its obligations hereunder solely and only from the Incremental Property Tax revenues set forth herein, if, as and when received and not otherwise.

10.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Developer nor the Village shall be deemed in default with respect to any performance obligations under this Agreement or their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which, if claimed in writing, delivered within thirty (30) days of the event giving rise to constitute an "unavoidable delay"): any strike, lock-out or other labor dispute, civil disorder, inability to procure materials,

failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, acts of nature or third parties, or any other cause beyond the reasonable control of the Developer or the Village or for any other reasons not within the Developer's or the Village's control.

10.6. 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.

10.7. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of such section, subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

10.8. Notices. All notices, demands, requests, consents, approvals or other communications or instruments required or otherwise given under this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally or by telecommunication actually received, or as of the third day from and including date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (unless another address is provided in writing)

To the Developer: Robert Miller
Millco Acquisition Company, LLC
19 South LaSalle St, Ste. 1000
Chicago, Illinois 60603
Fax:

With copies to: Richard M. Dubin
Dubin Singer PC
Three First National Plaza
70 West Madison Street
Suite 4500
Chicago, Illinois 60602
Fax: (312) 345-5701

To the Village: Thomas Mick, Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466
Fax: (708) 503-8560

With copies to: Paul L. Stephanides
Attorney
Robbins Schwartz Nicholas Lifton & Taylor, Ltd.
9550 Bormet Dr., Suite 201
Mokena, Illinois 60448-8360
Fax: (815) 722-0450

10.9. Successor in Interest. The Agreement shall be binding upon and to the benefit of the parties hereto and their respective authorized successors and assigns; provided, however, that Developer may not assign its right under this Agreement without the express written approval of the Village which shall not be unreasonably withheld.

10.10. Caption, Section and Article Headings. The caption, section and article headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.11. Illinois Law. This Agreement shall be construed and interpreted under the internal laws of the State of Illinois. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Illinois for all purposes and intents.

10.12. Effective Date. This Agreement shall be signed last by the Village Manager and the Village Clerk. The Village Clerk shall insert the date upon which this Agreement was so signed and such date shall be the effective date of this Agreement.

10.13. 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 lawfully permitted.

10.14. Conflict of Interest. No member of the Board of Trustees, or any branch of the Village's government who has any power of review or approval of any of the Developer's undertakings shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested.

10.15. Assignment. This Agreement may be assigned after written notice to the Village and approval by the Village of the assignment, and only in the event the assignee continues to operate a discount retail store at the Subject Property and undertakes any and all obligations of the Developer pursuant to this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Village and the Developer have caused this Agreement to be executed in their respective names and the Village has caused its seal to be affixed thereto, and attested as to the date first above written.

VILLAGE OF PARK FOREST

Attest:

By: _____
Name: Thomas K. Mick
Its: Village Manager

By: _____
Name: Sheila McGann
Its: Village Clerk

Date: _____

MILLCO ACQUISITIONS COMPANY, LLC

Attest:

By: _____
Name: Robert Miller
Its:

By: _____
Name:
Its:

Date: _____

EXHIBIT A	Legal Description of Property
EXHIBIT B	Seven Year TIF Analysis
EXHIBIT C	Plan Documents
B-1	Plat of Subdivision
B-2	Site/Landscape Plan
B-3	Building Plans
EXHIBITD	Form of TIF Eligible Project Cost Requisition
EXHIBIT E	Tenant Lease

AGENDA BRIEFING

DATE: March 26, 2013

TO: Mayor Ostenburg
Board of Trustees

FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning

RE: Consideration of a Resolution to Approve a Final Plat for Millco Investments Resubdivision, being a Resubdivision of Part of Lot 3 of Resubdivision of Outlot A in Downtown Park Forest Unit 2

BACKGROUND/DISCUSSION:

Robert Miller, Manager of Park Forest Main Street LLC, has submitted an application for consideration of a Final Plat for a resubdivision of the remaining 3.5 acres of vacant land located on Main Street, approximately 170 feet west of Western Avenue. The purpose of this resubdivision is to create Lot 2 for the development of a Dollar General retail store. Lot 2 is a 1.24 acre parcel located directly west of the First Midwest Bank property. Lot 3 will continue to be held by the Village of Park Forest, and marketed for sale for future development.

As noted in the attached memo from the Plan Commission, the Commission met on April 19 to consider this request for a plat of resubdivision. The Commission recommended approval of the request with the following conditions:

- Replace the word “President” with “Mayor” on the Village Board Certificate.
- The correct parcel identification number must be added to the plat: 31-25-403-003-0000.
- The detention pond, as shown on the approved site plan, must be located in an exclusive drainage easement that is reflected on the plat.
- Any additional minor changes which are necessary based on the Village Engineer’s review of the site plan must be reflected on the plat.

In separate applications, Mr. Miller has also requested the following:

- Approval of a site plan, including drainage and landscaping plans, for the development of the site. This application is under review by Village Staff and will be approved administratively given that all design requirements have been met.
- Approval of a variance for parking to allow a 10 percent reduction in the number of parking spaces. This application was approved by the Zoning Board of Appeals (ZBA) on March 6. Due to the nature of the requested variance, the ZBA had final authority for approval of this variance.
- Approval of development incentives. This application has been considered by the Economic Development Advisory Group with a recommendation to the Board of Trustees. The Board will be asked to consider this request, along with a purchase and sale agreement, in a separate action.

SCHEDULE FOR CONSIDERATION: This item will appear on the Board Rules meeting agenda of April 1, 2013, for discussion.

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Doug Price, Vice Chair
Park Forest Plan Commission

DATE: March 26, 2013

RE: Recommendation and Findings Regarding a Request for a Final Plat for Millco Investments Resubdivision, being a Resubdivision of Part of Lot 3 of Resubdivision of Outlot A in Downtown Park Forest Unit 2

The Plan Commission considered a request for a Final Plat for Millco Investments Resubdivision, being a Resubdivision of Part of Lot 3 of Resubdivision of Outlot A in Downtown Park Forest Unit 2, at their regular meeting on March 19, 2013. After discussion and a presentation by the developer/applicant, Mr. Robert Miller, the Plan Commission voted unanimously to recommend approval of the requested Plat of Resubdivision with the following conditions:

- Replace the word “President” with “Mayor” on the Village Board Certificate.
- The correct parcel identification number must be added to the plat: 31-25-403-003-0000.
- The detention pond, as shown on the approved site plan, must be located in an exclusive drainage easement that is reflected on the plat.
- Any additional minor changes which are necessary based on the Village Engineer’s review of the site plan must be reflected on the plat.

PLAN COMMISSION MEMO

TO: Plan Commission

FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning

DATE: February 25, 2013

RE: NEW BUSINESS – Plan Commission Meeting of March 5, 2013
Consideration of a Final Plat for Millco Investments Resubdivision, being a Resubdivision of Part of Lot 3 of Resubdivision of Outlot A in Downtown Park Forest Unit 2

Robert Miller, Manager of Park Forest Main Street LLC, has submitted an application for consideration of a Final Plat for a resubdivision of the remaining 3.5 acres of vacant land located on Main Street, approximately 170 feet west of Western Avenue. The purpose of this resubdivision is to create Lot 2 for the development of a Dollar General retail store. Lot 3 will continue to be held by the Village of Park Forest, and marketed for sale for future development. In separate applications, Mr. Miller has also requested the following:

- Approval of a site plan, including drainage and landscaping plans, for the development of the site. This application is under review by Village Staff and will be approved administratively if all design requirements are met.
- Approval of a variance for parking to allow a 10 percent reduction in the number of parking spaces. This application will be considered by the Zoning Board of Appeals on March 6.
- Approval of development incentives. This application has been considered by the Economic Development Advisory Group with a recommendation to the Board of Trustees.

The requested plat of subdivision conforms to Article III, Division 3 of the Subdivision Ordinance, which specifies the requirements for final plats. A final plat is appropriate in this case because there are no public improvements needed, such as water or sanitary sewer infrastructure, to accommodate this new development. Note, however, that Village Staff and the Village's consulting engineer are currently reviewing the site plan for this project, including the drainage plans. Review of those plans may reveal items that must be addressed on the final plat before it can be approved by the Board of Trustees and recorded with the County of Cook.

Technical Revisions Necessary

Village Staff has worked closely with Park Forest Main Street LLC to review this plat of subdivision and ensure that it conforms to the technical standards of the Village's Subdivision Ordinance. Review is underway by staff from the Planning, Public Works, Building, Fire, and Police Departments. While nearly all of the technical issues have been addressed, several items remain. These are listed below and should be considered as conditions to the approval of this preliminary plat.

- Replace the word "President" with "Mayor" on the Village Board Certificate.
- Note the existing parcel identification number is 31-36-403-003-0000.
- Any minor changes which are necessary based on the Village Engineer's review of the site plan for the retail development.

Plan Commission Action: The Plan Commission is asked to consider the Plat of Resubdivision for Millco Investments Resubdivision, being a Resubdivision of part of Lot 3 of Resubdivision of Outlot A in Downtown Park Forest Unit 2, and make a recommendation to the Board of Trustees on this request.

RESOLUTION

A RESOLUTION APPROVING THE FINAL PLAT FOR MILLCO INVESTMENTS RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 3 OF RESUBDIVISION OF OUTLOT A IN DOWNTOWN PARK FOREST UNIT 2

WHEREAS, Park Forest Main Street LLC (“Developer”) has petitioned the Village of Park Forest for approval of a Final Plat of Resubdivision for the property legally described in Exhibit A and depicted on the Final Plat, attached as Exhibit B (“Subject Property”); and

WHEREAS, the Subject Property is currently zoned C-2 commercial district; and

WHEREAS, the Development is requesting a Final Plat of Resubdivision in order to create a new lot for a retail development; and

WHEREAS, the Plan Commission considered the petition for approval of a Final Plat of Resubdivision at their meeting on March 19, 2013, and unanimously recommended approval, with the conditions noted in Section 4 of this Resolution; and

WHEREAS, the Mayor and Board of Trustees have determined that the Final Plat of Resubdivision for Millco Investments Resubdivision, being a Resubdivision of part of Lot 3 of Resubdivision of Outlot A in Downtown Park Forest Unit 2, should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, in the exercise of their home rule authority, as follows:

SECTION 1: The recitals are incorporated herein as though fully set forth.

SECTION 2: The Final Plat of Resubdivision for Millco Investments Resubdivision, being a Resubdivision of part of Lot 3 of Resubdivision of Outlot A in Downtown Park Forest Unit 2, attached to this Resolution as Exhibit B, is hereby approved.

SECTION 3: The approvals set forth in this Resolution are subject to all conditions and requirements set forth herein and the conditions and requirements in Chapter 94 (Subdivisions) and Chapter 118 (Zoning) of the Village of Park Forest’s Code of Ordinances, as amended, and to all supporting documents and exhibits contained as a part of the record.

SECTION 4: The approval of the Final Plat of Resubdivision is approved subject to the following conditions, as recommended by the Village Plan Commission:

1. Replace the word “President” with “Mayor” on the Village Board Certificate.
2. The correct parcel identification number must be added to the plat: 31-25-403-003-0000.
3. The detention pond, as shown on the approved site plan, must be located in an exclusive drainage easement that is reflected on the plat.

4. Any additional minor changes which are necessary based on the Village Engineer's review of the site plan must be reflected on the plat.

SECTION 4: The Village Clerk is directed to record the Final Plat of Resubdivision approved by this Resolution with the Cook County Recorder of Deeds.

SECTION 5: This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this _____ day of _____, 2013.

APPROVED:

John A. Ostenburg
Mayor

ATTEST:

Sheila McCann
Village Clerk

EXHIBIT A
LEGAL DESCRIPTION

That part of Lot 3 in Resubdivision of Outlot A in Downtown Park Forest Unit 2, being a Resubdivision of Outlot A in Downtown Park Forest Unit 2, being a subdivision of part of the Southeast $\frac{1}{4}$ of Section 25 and the Northeast $\frac{1}{4}$ of Section 36 and also that part of vacated Lakewood Boulevard and vacated Victory Boulevard lying adjacent to Outlot A, all in Township 35 North, Range 13 East of the Third Principal Meridian, according to the Plat of Subdivision thereof recorded September 9, 1999, as Document 99849990, in Cook County, Illinois, described as follows: Commencing at the Northeast Corner of said Lot 3 on the West Line of Western Avenue; thence South 68 Degrees 40 Minutes 50 Seconds West along the North Line of said Lot 3 a distance of 292.90 feet to the point of Main Street; thence South 68 degrees 40 Minutes 50 Seconds West along the North Line of Main Street a distance of 265.50 feet; thence North 21 Degrees 19 Minutes 10 Seconds West a distance of 203.58 feet to the North Line of said Lot 3; thence North 68 Degrees 40 Minutes 50 Seconds East along said North Line a distance of 265.50 feet to the point of beginning in Cook County, Illinois.

EXHIBIT B
MILCO INVESTMENTS RESUBDIVISION

AGENDA BRIEFING

DATE: March 25, 2013

TO: Mayor Ostenburg
Board of Trustees

FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning

RE: Resolution to Approve a Benefit-in-Lieu of Property Tax Abatement Agreement for Imageworks Manufacturing, Inc.

BACKGROUND/DISCUSSION:

In 1996, the Village of Park Forest approved an Economic Incentive Agreement that led to the relocation of Hanbeck, Ltd. (dba Kelran Nameplate, now known as Imageworks Manufacturing, Inc.) from Harvey to Park Forest. The incentive agreement provided for a 50% tax abatement of the Village's portion of the real estate tax for the first four years of occupancy (1996-1999) and a 75% tax abatement for the second four years of occupancy (2001-2003). In 2004, Imageworks informed the Village that they had discovered that the tax abatement had never been applied to the real estate taxes and, therefore, the benefit of the approved incentive had never been realized by the property owner. Imageworks also provided the Village with an estimate that the approved incentive would have amounted to \$100,239.00 in benefit.

The Village's economic development incentive policy at the time, and currently, does not make allowance for existing businesses that are not creating new or increased assessed value by building a new addition, occupying a vacant structure, or undertaking significant renovations. Therefore, based on the Village's policy, there would typically not be an opportunity to support a new incentive for this property and /or business. However, due to the previous incentive that was not realized, Village Staff and Imageworks have developed a proposed Benefit-in-Lieu of Property Tax Abatement Agreement to address the company's current property tax concerns. This Agreement provides for the following:

- The Village will make an annual payment to Imageworks Manufacturing, Inc. in the amount of \$20,000 for five years, with a total payment not to exceed \$100,000.00.
- Real estate taxes must be paid in full on the three Property Index Numbers that comprise the company's property.
- The first payment will be made within 30 days of Village Board approval of the Agreement, provided documentation is submitted to the Village documenting payment in full of all real estate taxes due in 2012 for the 2011 tax year.
- Imageworks Manufacturing, Inc. must remain in full operation during the full term of this agreement, or until December 31, 2017, whichever comes later. If the business closes or suspends operations for more than a 30 day period during the term of this agreement, then the Village will have no further obligations to make payments in-lieu of a property tax abatement.

The attached Agreement was prepared by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Rules Meeting of April 1, 2013.

RESOLUTION

**A RESOLUTION AUTHORIZING EXECUTION OF A
BENEFIT-IN-LIEU OF PROPERTY TAX ABATEMENT AGREEMENT
BETWEEN IMAGEWORKS MANUFACTURING, INC.
AND THE VILLAGE OF PARK FOREST**

BE IT RESOLVED by the Village Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

SECTION 1. The Benefit-in-Lieu of Property Tax Abatement Agreement attached hereto and incorporated herein by reference as Exhibit A is hereby approved, subject to the review and approval of the Village Attorney.

SECTION 2. The Village Manager is directed and authorized to sign the Agreement in substantially the form attached, and any other documents associated with this Agreement, and the Village Clerk is directed and authorized to attest the signature of the Village Manager.

SECTION 3. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED and *APPROVED* this ____ day of _____, 2013.

APPROVED:

Village Mayor

ATTEST:

Village Clerk

EXHIBIT A

BENEFIT-IN-LIEU OF PROPERTY TAX ABATEMENT AGREEMENT

BENEFIT IN-LIEU OF PROPERTY TAX ABATEMENT AGREEMENT

THIS BENEFIT IN-LIEU OF PROPERTY TAX ABATEMENT AGREEMENT (the “Agreement”) is entered into this _____ day of _____, 2013, by and between the Village of Park Forest, an Illinois home rule municipal corporation hereinafter referred to as the “Village”), and Imageworks Manufacturing, Inc., an Illinois corporation (hereinafter referred to as the “Owner”).

RECITALS

WHEREAS, the Owner holds title to the property commonly known as 47 South Street and 49 South Street, Park Forest, Illinois 60466, P.I.N. 31-25-209-010-0000, 31-25-209-011-0000, and 31-25-209-012-0000 (“Subject Property”); and

WHEREAS, the Owner owns and operates a custom name plate printing, in-mould decorating and promotional printing business at the Subject Property; and

WHEREAS, in 1996, the Village approved an Economic Incentive Agreement for the relocation of Hanbeck, Ltd. (d/b/a Kelran Nameplate, now known as Imageworks Manufacturing, Inc.) from Harvey, Illinois to the Subject Property (hereinafter referred to as the “Economic Incentive Agreement”); and

WHEREAS, the Economic Incentive Agreement provided for a 50% tax abatement of the Village’s portion of the applicable property taxes for the Subject Property for the first four years of occupancy (1996-1999) and a 75% tax abatement for the second four years of occupancy (2001-2003); and

WHEREAS, in 2004, the Owner informed the Village that the tax abatement had not been applied to the property taxes referenced above and, therefore, the benefit of the approved incentive had not been realized by the Owner; and

WHEREAS, the Owner has provided the Village with an estimate that the property tax abatement amounted to \$100,239.00 for the period of time set forth above; and

WHEREAS, the Village and the Owner have agreed to enter into this Agreement pursuant to the terms and conditions set forth herein to compensate the Owner for the property tax abatement that was not paid to the Owner pursuant to the Economic Incentive Agreement referenced above; and

WHEREAS, this Agreement will ensure that the Owner remains in operation at the Subject Property during the term of this Agreement and will assist to maintain the Village's existing property tax base.

ARTICLE I RECITALS

1.1. **Recitals Incorporated.** The representations set forth in the foregoing recitals are a material part of this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I and constitute representations, warranties and agreements of the respective parties hereto.

ARTICLE II DISBURSEMENT OF PAYMENTS AND TERMINATION OF AGREEMENT

2.1. **Payments to Owner by Village.** The Village shall make payments to the Owner pursuant to this Agreement for the benefit in-lieu of property tax abatement referenced above as follows:

2.1.1. **First Payment.** The First payment due pursuant to this Agreement by the Village to the Owner shall be made within thirty (30) days of approval of this Agreement by the Village's Board of Trustees, provided the Village is in receipt of proof from the Owner that the Owner has paid in full all applicable property taxes for the Subject Property for the 2011 property tax year due in calendar year 2012.

2.1.2. **Additional Payments.** The Village shall make annual payments to the Owner in the amount of \$20,000 for a period of five years, for a total not to exceed \$100,000. Each payment to the Owner by the Village, other than the first payment as set forth in Section 2.1.1 above, shall be made on or before January 31st for each calendar year that this Agreement is in effect, provided the Village is in receipt of proof from the Owner on or before December 31st for each calendar year this Agreement is in effect that the Owner has paid in full all applicable property taxes for the Subject Property for the previous property tax year beginning with the 2012 property tax year due in calendar year 2013. The expected schedule for payments is as follows, provided Village is in receipt of required proof of payment of taxes as described above:

Taxes Paid 2012 for 2011 Tax Year: payment to Owner within 30 days of approval of this Agreement.

Taxes Paid 2013 for 2012 Tax Year: payment to Owner by January 31, 2014.

Taxes Paid 2014 for 2013 Tax Year: payment to Owner by January 31, 2015.

Taxes Paid 2015 for 2014 Tax Year: payment to Owner by January 31, 2016.

Taxes Paid 2015 for 2015 Tax Year: payment to Owner by January 31, 2017.

2.2. **Termination.** This Agreement shall terminate upon the last payment by the Village to the Owner pursuant to Section 2.1.2 above.

**ARTICLE III
MUTUAL ASSISTANCE**

3.1. **Mutual Assistance**. The Village and the Owner agree to take such action, including the execution and delivery of such documents, instruments, petitions and certifications, supplemental hereto as may reasonably be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent to the extent legally permitted.

**ARTICLE IV
AUTHORIZATION AND ENFORCEABILITY**

4.1. **Village Authority**. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Village's corporate authorities.

4.2. **Owner Authority**. The Owner has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings with respect to this Agreement. The Owner hereby represents and warrants: (1) it has full power to execute, deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary proceedings; and (2) this Agreement constitutes the legal, valid and binding obligation of the Owner, enforceable in accordance with its terms.

4.3. **Owner Existence**. The Owner shall 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 corporation during the term of this Agreement.

4.4. **Owner Operation at the Subject Property.** The Owner shall do or cause to be done all things necessary to maintain in full as of the date of this Agreement its business operations at the Subject Property during the entire term of this Agreement, or until December 31, 2017, whichever comes later. If the Owner shall cease manufacturing operations at the Subject Property for period of more thirty (30) days during the term of this Agreement, the Village shall be under no further obligation to make the payments set forth in Article II above and this Agreement shall automatically terminate.

4.5. **Relationship of the Parties.** Nothing in this Agreement shall be deemed or construed by the parties as creating the relationship of principal and agent, or of any partnership or joint venture.

4.6. **Personal Liability.** No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, officer, partner, member, director, agent, employee, planning consultant or attorney of the Village or Owner, in his or her individual capacity, and no official, officer, partner, member, director, agent, employee or attorney of the Village or Owner 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 the execution, delivery, and performance of this Agreement, or any failure in connection therewith.

4.7. **Non-Conflict or Breach.** Neither the execution and delivery of this Agreement by Owner, the consummation of the transactions contemplated hereby by Owner, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Owner 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 Owner (with Owner's prior written approval), any organizational documents, any restriction, agreement or instrument to which Owner or any of its partners or ventures is now a party or by which Owner or any of its partners or its ventures 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 Owner, any related party or any of its ventures under the terms of any instrument or agreement to which Owner, any related party or any of its partners or ventures is now a party or by which Owner, any related party or any of its ventures is bound.

ARTICLE V RELEASE AND COVENANT NOT TO SUE

5.1. **Covenants to Survive Termination or Expiration of Agreement.** The covenants contained in this Article shall survive termination or expiration of this Agreement.

5.2. **Release.** Owner, and any and all officers, employees or agents of the Owner forever release and discharge the Village, and its officers, whether elected or appointed, officials, employees, attorneys or agents from all claims, demands, damages, actions, or causes of action for the non-payment of any previous property tax abatement for the Subject Property pursuant to the Economic Incentive Agreement referenced herein.

5.3. **Covenant not to Sue.** The Owner, and any and all officers, employees or agents of the Owner covenant not to sue or otherwise bring any action in law or equity

against the Village, and its officers, whether elected or appointed, officials, employees, attorneys or agents for any claims, loss, damage, expense, debt or liability of any nature whatsoever as a result of the non-payment of any previous property tax abatement for the Subject Property pursuant to the Economic Incentive Agreement referenced herein.

5.4. **Village Representatives Not Personally Liable**. No elected or appointed official, agent, employee or representative of the Village shall be personally liable to the Owner in the event of any default or breach by any party under this Agreement or the Economic Incentive Agreement, for any amount which may have been due or become due to the Owner or on any obligations under the terms of this Agreement.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.1. **Entire Agreement**. This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and Owner relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the Village and Owner, and may not be modified or amended except by a written instrument executed by both of the parties hereto.

6.2. **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 intended to relieve or discharge the obligation or liability of any third person to either the Village or Owner, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or the Owner. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

6.3. **Counterparts.** Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one (1) Agreement. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

6.4. **Special and Limited Obligations.** This Agreement shall constitute a special and limited obligation of the Village according to the terms hereof. This Agreement shall not constitute a general obligation of the Village to which its credit, resources or general taxing power are pledged.

6.5. **Time and Force Majeure.** Time is of the essence with respect to this Agreement; provided, however, neither the Owner nor the Village shall be deemed in default with respect to any performance obligations under this Agreement or their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which, if claimed in writing, delivered within thirty (30) days of the event giving rise to constitute an “unavoidable delay”): restrictive governmental laws and regulations, condemnation, acts of third parties, or any other cause beyond the reasonable control of the Owner or the Village or for any other reasons not within the Owner’s or the Village’s control. If the Subject Property is acquired by any governmental body during the term of this Agreement, the payment obligations set forth in Article II above shall cease and this Agreement shall automatically terminate.

6.6. **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.

6.7. **Severability**. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of such section, subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

6.8. **Notices**. All notices, demands, requests, consents, approvals or other communications or instruments required or otherwise given under this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally or by telecommunication actually received, or as of the third day from and including date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows (unless another address is provided in writing):

To the Owner:

Tom Becker
49 South Street
Park Forest, IL 60466

To the Village:

Thomas K. Mick
Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466

With a copy to:

Paul L. Stephanides
Robbins, Schwartz, Nicholas, Lifton and Taylor, Ltd.
9550 Bormet Drive, Suite 201
Mokena, Illinois 60448

6.9. **Successors in Interest.** The Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective authorized successors and assigns; provided, however, that Owner may not assign its right under this Agreement to an unaffiliated entity without the express written approval of the Village which shall not be unreasonably withheld.

6.10. **Caption, Section and Article Headings.** The caption, section and article headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.11. **Illinois Law.** This Agreement shall be construed and interpreted under the internal laws of the State of Illinois. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Illinois for all purposes and intents.

6.12. **Effective Date.** The effective date of this Agreement shall be the date of execution by the Village Manager of the Village of Park Forest as set forth below.

6.13. **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 lawfully permitted.

6.14. **Conflict of Interest.** No member of the Board of Trustees, or any branch of the Village's government who has any power of review or approval of any of the Owner's undertakings shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested.

IN WITNESS WHEREOF, the Village and the Owner have caused this Agreement to be executed in their respective names and the Village has caused its seal to be affixed thereto, and attested as to the date first above written.

VILLAGE OF PARK FOREST

**IMAGEWORKS MANUFACTURING,
INC.**

By: Thomas K. Mick
Its: Village Manager

By: Tom Becker
Its: President

ATTEST:

ATTEST:

By: Sheila McGann
Its: Village Clerk

By:
Its:

AGENDA BRIEFING

DATE: March 26, 2013

TO: Mayor Ostenburg
Board of Trustees

FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning

RE: Resolution to Support an Application for Cook County Community Development Block Grant funding

BACKGROUND/DISCUSSION:

In June 2012, the Village Board approved an Intergovernmental Agreement (IGA) for the South Suburban Land Bank and Development Authority (SSLBDA), thereby becoming one of three pilot communities to initiate the SSLBDA. The other municipal members of the SSLBDA include the Cities of Blue Island and Oak Forest. At this time, the SSLBDA has hired an Executive Director and developed goals, policies and priorities for action. In addition, the SSLBDA has identified a number of sources of funding for its operations. Among these sources is Cook County's Community Development Block Grant program.

In early March, the Village of Park Forest Staff, with assistance from Oak Forest, Blue Island and South Suburban Mayors and Managers Staff, submitted an application for CDBG funding on behalf of the SSLBDA. The South Suburban Mayors and Managers Association was unable to submit the application because they were already preparing to submit their maximum of two applications. Furthermore, Cook County Economic Development Division had informed the SSLBDA that they were not eligible to submit an application. Due to the short time frame during which the application had to be submitted, the County agreed to accept the application pending official approval by the Park Forest Board of Trustees.

The CDBG application requests a total of \$400,000, primarily for the purpose of demolishing vacant, blighted structures in SSLBDA member communities, including the Village of Park Forest. This could include residential, commercial or industrial properties, depending on the needs and priorities identified by the SSLBDA at the time the funding becomes available. A portion of the grant funds (\$50,000) is proposed to be used to work with the Delta Institute to examine how best to incorporate principals of deconstruction into the demolition process for this and all future demolition projects. The SSLBDA and the Delta Institute propose to assess the feasibility of launching a deconstruction initiative to capture building materials for reuse, resulting in increased local economic development opportunities, job and job training opportunities, and the reduction of environmental impact on the county's one remaining landfill.

If the Village is the sub-recipient for the Cook County CDBG funds, the Village's role will be limited to being a fiscal agent only. The Executive Director of the SSLBDA will be responsible for all administrative tasks of the grant, including preparing the bid invitation, managing the demolition contract(s), and documenting the appropriate use of grant funds. Based on input from

the SSLBDA attorney, however, there is reason to believe that the County will be able to work directly with the SSLBDA as the grant sub-recipient. In which case, the Village of Park Forest's role will be completed with the submittal of the application and the attached resolution in support of the application.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Rules Agenda of April 1, 2013.

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE OF PARK FOREST STATING ITS SUPPORT FOR THE APPLICATION FOR COOK COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

WHEREAS, the Village of Park Forest, Cook and Will Counties, Illinois (“Village”) is a member of the South Suburban Land Bank and Development Authority (“the SSLBDA”); and

WHEREAS, the Village, on behalf of the SSLBDA, has applied to Cook County for a Community Development Block Grant – Capital Improvement and Economic Development Program grant; and

WHEREAS, the Cities of Oak Forest and Blue Island are also members of the SSLBDA and have participated in the drafting of the grant application and will participate in the programs that are proposed for funding; and

WHEREAS, other municipalities that join the SSLBDA prior to the awarding of the grant by Cook County will be eligible to participate in the programs that are proposed for funding; and

WHEREAS, the Village must submit a Resolution to Cook County documenting its support for the application.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

Section 1: The Village will work inter-jurisdictionally with the SSLBDA and its member municipalities to participate in the programs proposed for funding by the requested Cook County Community Development Block Grant.

Section 2: That the Village of Park Forest shall be a participant in the SSLBDA application for a grant under the terms and conditions of Cook County and shall enter into and agree to the understandings and assurances contained in said application.

Section 3: The Village Manager is directed and authorized to execute such documents and all other documents necessary for the carrying out of said application and the Village Clerk is directed and authorized to attest the signature of the Village Manager.

Section 4: That the Village Manager is also authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Passed and Approved this _____ day of _____, 2013.

APPROVED:

ATTEST:

Village Mayor

Village Clerk

Application Narrative
Cook County CDBG Application
On behalf of the South Suburban Land Bank and Development Authority

Describe the Designated Project Area

The Project Area includes all south suburban communities that are part of the South Suburban Land Bank and Development Authority (SSLBDA). The SSLBDA was conceived of and implemented by the South Suburban Mayors and Managers Association (SSMMA) and created in July, 2012, through an intergovernmental agreement. With the agreement of the local municipality, the SSLBDA is able to acquire land in all 42 SSMMA communities in the southern suburbs. At this time, this includes the Village of Park Forest and the Cities of Blue Island and Oak Forest. The SSLBDA is governed by a Board of Directors made up of seven professionals, including representatives from the City of Blue Island, City of Oak Forest and the Village of Park Forest, SSMMA, Applegate & Thorne-Thomsen, the Chicago Community Loan Fund (CCLF) and BRicK Partners, LLC. However, all 42 communities that are members of the SSMMA are eligible to be part of the SSLBDA. Therefore, the actual implementation of the proposed project may include municipalities not identified in this application. In that case, the County will be closely consulted and all requirements for Project Area eligibility will be addressed when selecting sites for inclusion in the grant.

In Park Forest, the Project Area will primarily be the Eastgate neighborhood (see attached map). This neighborhood has a history of serious code violations and higher police calls for service that have resulted in blighted conditions. The Village has a land use plan and a housing plan that address future redevelopment of this neighborhood in order to address the quality of life issues in the short term and create a new neighborhood with a more diverse and sustainable housing stock in the long term. The Village's land use plan also includes goals for residential infill and redevelopment throughout the community. If vacant, blighted structures are identified in other neighborhoods of the community, and demolition would be consistent with the land use plan, these properties may also be targeted for demolition with the requested grant.

In Blue Island, the two transit oriented development areas (TOD) are included within the Project Area – the Vermont Street Metra Station TOD and the 119th Street Metra Station TOD. In addition, the City of Blue Island intends to focus demolition and land banking activities in the North East site cargo oriented development area (COD). The plan for this Project Area calls for commercial uses along 119th Street and Vincennes Avenue and light industrial directly to the south and east.

Summary of Project

The SSLBDA plans to demolish blighted, vacant homes and commercial/industrial structures in the communities that participate in the land bank. The SSLBDA will work closely with each municipality in which structures are proposed for demolition and land is acquired, to ensure that there is a clear plan for the ultimate disposition and use of the property. The SSLBDA has established target areas, such as transit oriented and cargo oriented development, in support of SSMMA's community and economic development strategy. The structures targeted for demolition with this grant will likely be in some stage of the foreclosure process, blighted and contributing to the disinvestment of the community. Once the homes are demolished, the SSLBDA will record liens on the properties for the cost of demolition, and any other costs incurred by the land bank or the municipality in which the property is located, such as grass cutting and legal expenses. The SSLBDA will foreclose on these liens in order to gain ownership of the parcels, or negotiate with the property owner to transfer title to the SSLBDA. This process will become one tool available to the SSLBDA to acquire and assemble the parcels necessary to implement the planning goals of member municipalities and to promote housing and economic development.

Specific Anticipated Accomplishments

By removing strategically located blighted structures, the SSLBDA expects to increase the property values in the Project Areas, improve the quality of life, and prepare properties for future development. Vacant and abandoned properties will be made more marketable by performing pre-development tasks such as extinguishing qualifying delinquent taxes, clearing titles, remediating environmental problems and demolishing blighted structures. As a result, properties that now have little or no market value—and no appeal to potential owners—will become much more desirable. By maintaining and securing properties as they await transfer, harmful effects on surrounding communities will be reduced.

Once this work is complete, the SSLBDA will market property for sale and transfer title to responsible new owners. The SSLBDA is able to operate more flexibly and nimbly than government entities limited by existing government practices, creating an easier, more transparent process for potential buyers—a process that would work much more like the private market. It will also hold properties for a portion of the development process, which will reduce risk and costs for investors and facilitate redevelopment that might otherwise be infeasible. Along with private sector interests, non-profits and neighboring owners can be among the end users of land bank property if they have a plan for the property and the resources to take care of it.

Please describe how your municipality or agency will leverage other funds, public or private, over the long-term to support similar projects and reduce reliance upon Cook County CDBG funding.

The SSLBDA has initiated operations with \$152,602 in U.S. Department of Housing and Urban Development (HUD) Sustainable Communities grant funds awarded to the SSMMA. These funds include \$76,200 specifically earmarked for salaries and \$76,402 for acquisition and management activities. The SSLBDA Board is currently seeking an additional \$50,000 in funding from banks and non-profits to assist with funding the new Executive Director's first year salary. This gap funding will support the land bank pending the anticipated award of funding from the Illinois Attorney General's National Foreclosure Settlement. This grant application to the Attorney General's Office, made jointly with the Cook County Land Bank Authority (CCLBA), will provide SSLBDA with a \$5M budget over three years. The SSMMA applied on behalf of the SSLBDA to the US Environmental Protection Agency for \$600,000 to their brownfield assessment program. If received, these funds could be leveraged with the CDBG demolition funds for environment assessments (such as asbestos) on properties coming into the land bank. Over time, sustaining funds are expected to be forthcoming from the sale and management of properties. The requested demolition funds will aid in creating a sustainable funding stream by providing early funding for the SSLBDA to demolish blighted structures and obtain the title to properties that can later be sold for economic development purposes.

Please describe how your efforts are related to interjurisdictional regional collaboration and/or is consistent with GO TO 2040

The SSLBDA is an outgrowth of the Chicago Southland Housing and Community Development Collaborative ("the Housing Collaborative"), which is made up of 22 SSMMA municipalities that came together in early 2009 to collaborate on ways to address the housing foreclosure crisis. Over \$20 M in grants later, three communities (Blue Island, Oak Forest, Park Forest) that are part of the Housing Collaborative have signed an Intergovernmental Agreement to initiate the SSLBDA. Now that the SSLBDA has begun operations, any of the other 42 municipalities that are part of the SSMMA are welcome to join, and several are considering joining in the immediate future. Even if a SSMMA municipality is not part of the Intergovernmental Agreement, with a position on the SSLBDA Board, the land bank can work in that community through a memorandum of understanding. The ultimate goal of both the Housing Collaborative and the SSLBDA is to address housing conditions and economic development in the South Suburbs as a whole, and not to leave any community behind.

This request for demolition funding for the SSLBDA is consistent with the Livable Communities, Efficient Governance, and Regional Mobility elements of GOTO2040. The primary purpose of the requested grant is to address blighted conditions in neighborhoods and commercial/industrial areas of south suburban communities. The focus of the work that the SSLBDA plans to do is in transit oriented and cargo oriented development areas. Successful redevelopment of these areas will bring better

residential access to public transit, upgraded housing and commercial areas, new jobs, and a higher property tax base. Working together, the communities involved in the SSLBDA will make more efficient and effective use of resources to enhance the quality of life in the south suburbs.

Please describe the creative elements of your proposal

There are only two land banks in the State of Illinois – the SSLBDA and the Cook County Land Bank Authority. These two land banks propose to work together to address the housing and economic development needs of the south suburbs. The funds requested from the County’s CDBG allocation will allow the SSLBDA to get started with the removal and acquisition of targeted blighted properties. These properties, in turn, will be sold for development purposes that implement the vision and goals of the municipality in which they are located. The SSLBDA is especially unique in that it is made up of a collaboration of multiple municipalities that have common goals for redevelopment in targeted areas. Each is willing to share the resources available from Cook County and other funding sources (including the sale of land banked property) to accomplish the goal of enhancing the quality of life throughout the entire south suburbs.

Describe how your proposed project will facilitate economic development directly or indirectly, including specifying major goals

The specific project for which Cook County CDBG funds are requested is the demolition of vacant, blighted structures. This is often the first, necessary step in the redevelopment of an area that might not have seen new investment for a long time. After the SSLBDA demolishes the structures and acquires the title, it will market the properties in a manner consistent with the municipal plan in which the property is located. For example, the SSLBDA, in collaboration with the municipality, could determine that several foreclosed properties in a transit-served neighborhood threaten its overall stability. SSLBDA could then acquire these properties, demolish the blighted structures, and improve the properties, returning them to the market while working with the municipality to ensure convenient pedestrian and bike access to transit, and through this coordinated effort add value to the community. In addition, vacant and abandoned properties will be made more marketable by performing pre-development tasks such as extinguishing delinquent taxes, clearing titles, remediating environmental problems, as well as demolishing dangerous buildings. In some cases the SSLBDA will hold, upgrade and manage occupied properties until there is a market for resale. As a result, properties that now have little or no market value—and no appeal to potential owners—will become much more desirable. By demolishing, maintaining and/or securing properties as they await transfer, harmful effects on surrounding communities will be reduced.

Major short term goals for the SSLBDA, as outlined in the application to the Attorney General's Office, are outlined below. These goals are proposed for the three year, \$5M budget:

Year 1: Acquisition of 60 properties, demolition of ten properties, and the construction or rehabilitation of six to twelve housing units in transit zones.

Year 2: 200 properties donated, 84 properties acquired, ten properties demolished, six to twelve housing units built.

Year 3: 200 properties donated, 117 properties acquired, ten properties demolished, six to twelve housing units built/rehabilitated, and 14-22 acres redeveloped.

The SSLBDA is able to operate more flexibly and nimbly than government entities limited by existing government practices, creating an easier, more transparent process for potential buyers—a process that would work much more like the private market. It will also hold properties for a portion of the development process, which will reduce risk and costs for investors and facilitate redevelopment that might otherwise be infeasible. Along with private sector interests, non-profits and neighboring owners can be among the end users of land bank property if they have a plan for the property and the resources to take care of it.

Please describe how your proposed project is part of a broader municipal or organizational strategic plan or vision

The areas targeted for demolition and acquisition of properties in each municipality are part of local plans for redevelopment. In the case of the Village of Park Forest, the Strategic Plan for Land Use and Economic Development and the Homes for a Changing Region Plan both describe the vision for redevelopment of the Eastgate neighborhood. They also both describe the Village's desire to see infill redevelopment in neighborhoods throughout the community as it is needed and appropriate.

The City of Blue Island is targeting cargo oriented and transit oriented development areas for demolition activities. Redevelopment in these areas is consistent with the recently adopted Blue Island Comprehensive Plan.

Participation in the SSLBDA is also consistent with each municipality's policy emphasis on regional cooperation and coordination. Each of the member municipalities is working with the land bank with the full support of the Village Mayor and Board of Trustees because they believe that the individual community cannot be economically sustainable without an approach that addresses needs throughout the south suburbs.

Does your proposed project connect to a geographic target area or to other recent projects? If so, describe the connection. Please provide a map showing recent investments/developments and the proposed 2013

project. This question applies to demolition projects as well as construction and facility improvements.

The Village of Park Forest has made significant efforts to demolish vacant, blighted structures in the Village and begin the process of land banking that will be supported by the SSLBDA. These efforts have been supported by funding from the following sources –

- Cook County NSP, \$88, 313, demolition of nine blighted homes in the Eastgate neighborhood
- State of Illinois CDBG-IKE, \$236,250, demolition of 23 vacant blighted homes in the Eastgate neighborhood and scattered neighborhoods
- Cook County NSP/CDBG - \$2,235,600, demolition of four vacant, blighted commercial structures and ten vacant, blighted residential structures

The City of Blue Island has recently adopted a comprehensive plan and is focusing development in strategic areas as outlined in that plan. The areas that the SSLBDA will focus on in Blue Island include the North East COD area and the Vermont Street and 119th Street TOD areas. Through the requested CDBG funds, the SSLBDA will assist the City in making key parcels in each of these Project Areas development ready.

Please describe your municipality's ongoing efforts to affirmatively further fair housing

As noted previously, all three current municipal members of the SSLBDA actively pursue fair housing goals. Following are the types of activities in which each municipality is engaged.

1. Continue to be active and contribute to the Board of the Chicago Area Fair Housing Alliance (CAFHA), along with participating in the members meetings and focus groups.
2. Attend Fair Housing initiatives (workshops/seminars/conferences) through the following channels
 - a. Diversity Inc
 - b. HUD (Annual conference and events)
 - c. CAFHA
 - d. Cook County's
 - e. John Marshall Law School
 - f. Other venues
3. Sponsor and/or host Fair Housing Workshops for the community
4. Provide brochures and/or flyers for the community
5. Update/Amend, if needed, Fair Housing Ordinance
6. Update local Realtors on on-going issues and provide preventive measures
7. Provide on-going information on Fair Housing in local publications:

Please explain how your project supports any of the other boxes checked above.

This funding request includes \$50,000 to work with the Delta Institute to examine how best to incorporate principals of deconstruction into the demolition process for this and all future demolition projects. Southern Cook County is home to approximately a great number of blighted properties that the local municipalities or the SSLBDA will have to find the resources to provide for demolition in order to stabilize this region of the County. Faced with such a massive demolition project, the project partners propose to assess the feasibility of launching a deconstruction initiative to capture building materials for reuse, resulting in increased local economic development opportunities, job and job training opportunities, and the reduction of environmental impact on the county's one remaining landfill.

Deconstruction refers to salvaging the usable materials in a home or building structure, as part of the building removal process. In some cases, it is a complete alternative to traditional demolition, which uses mostly heavy machinery to crush the materials on site. In other cases, more of a hybrid approach is taken, and the deconstruction can be combined with demolition to achieve a faster removal, but less diversion of materials. While deconstruction typically has a larger upfront cost than traditional demolition, deconstruction results in more positive environmental, social and economic outcomes, overall.

To evaluate the potential economic, environmental and social impacts of deconstruction, work is needed to quantify the type, value and quantity of resalable building materials in existing vacant homes. The project team will analyze the quality of vacant homes estimating the typical value of materials such as reusable flooring, doors and structural lumber, look at marketability of those items in the immediate area, and identify potential local partners through which reclaimed materials could be retailed and redistributed. In assessing whether or not to demolish, partially demolish or 100% deconstruct, the project partners will use this analysis to ensure that we avail ourselves of all of the economic opportunities afforded by an EECBG project.

Delta will also provide an assessment of the workforce development opportunity for this initiative, evaluating both the type of workforce training opportunities, and the eventual opportunities for job placement. Included in this assessment will be an analysis of prevailing wage and Davis Bacon requirements.

The need for this analysis is particularly relevant, given the County's new Solid Waste Plan targeting a zero waste county by 2020 and the large amount of the waste stream building materials comprise (40%), as well as the County's new Cook County Demolition Debris Diversion Ordinance, which requires 70% recycling on all residential and commercial properties in the County, and a 5% additional reuse requirement on residential properties.

Delta Institute is an expert in waste-based economic development and has a track record in doing these types of assessments. Delta Institute also operates an affiliate deconstruction and reuse warehouse in Chicago, Rebuilding Exchange, and the region's most successful building material recovery social enterprise.



Toni Preckwinkle
President
Cook County Board of Commissioners

COOK COUNTY

Bureau of Economic Development
Community Development Block Grant Program
(CDBG)

2013 Program Year

Capital Improvement and Economic
Development Project Application

Applicant Municipality/Agency

Applicant's Name and Title

(Mayor, President, Supervisor, Chief Executive Officer, Executive Director)

Toni Preckwinkle, President
Cook County Board of Commissioners

Cook County Department of Planning and Development
69 West Washington, Suite 2900
Chicago, Illinois 60602

María Choca Urban, Director

January 2013



2013 CDBG Application Capital Improvement / Economic Development

PROJECT APPLICATION CHECKLIST

The following attachments are required and **must** be submitted as part of this application, if applicable. Please place a check mark next to each item as appropriate.

- All required sections of the application are complete.
- Project map (see page 5)

Public Agency (Municipal/Township) (Form samples are attached.)

- Resolution and Certification of Resolution – (See Forms A-1/A-2 and A-3)
- Estimated Matching Funds Certification - Form B
- Maintenance of Effort and Project Sustainability - Form C
- Fair Housing Action Plan - Form D
- Audited Financial Statements (most current)
- Demolition Application, if applicable.

Non-Profit Agency (Form samples are attached.)

- Resolution and Certification of Resolution – (See Forms A-2 and A-3)
- Estimated Matching Funds Certification - Form B
- Maintenance of Effort and Project Sustainability - Form C
- List of Board of Directors
- Copy of 501(c)3
- Current Certificate of Good Standing (dated within the last 45 days)
- Certified Copy of Articles of Incorporation and Certified Copy of Amended Articles of Incorporation, if amended, **from the Illinois Secretary of State**. The certification must be dated **within 45 days** of the date of submission of the Application. This must be ordered every year.
- Audited Financial Statements (most current)

Please return completed applications to the following:

Cook County Department of Planning and Development
Attn: Ms. Sonia Brown
69 West Washington Street, Suite 2900
Chicago, IL 60602

The deadline for submitting all applications is: FRIDAY, MARCH 8, 2013, 4:00PM
(Applications received after this date and time will not be accepted.)



2013 CDBG Application Capital Improvement / Economic Development

APPLICANT INFORMATION SHEET

Applicant Name: _____

Mayor / Chief Executive Officer Name: _____

E-mail Address: _____

Contact Person Name & Title: _____

E-mail Address: _____

Telephone: _____ Fax: _____

Applicant Website Address: _____

Total Amount Requested: \$ _____

Total Matching Funds, if applicable: \$ _____

Note: Matching funds, though not required for CDBG, are encouraged and will be looked upon favorably during application review. Matching funds will be expected for facility projects and will be assessed based on the income level of the service area / beneficiaries.

*The signature below must be from the person authorized in the resolution supporting the application.

Signature

Date

Title



2013 CDBG Application Capital Improvement / Economic Development

APPLICANT INFORMATION SHEET (CONT'D)

2013 PROGRAM YEAR - October 1, 2013 through September 30, 2014

Please complete pages 1 through 26 for each project, as applicable.

Applicant Address: _____

City: _____ Illinois Zip Code: _____

Project Manager
(if different from
contact person): _____

E-Mail: _____

Telephone: _____ Fax: _____

County Commissioner District #: _____

Project Title: _____

Is this project consistent with Cook County's
2010-2014 Consolidated Plan? If no, **"STOP"**. Yes No

Is this capital improvement project a
continuation of a prior year project? Yes No

Is your agency a faith-based entity? Yes No

Activity Category:

CAPITAL IMPROVEMENT PROJECTS

- ___ Infrastructure
- ___ Public Facility
- ___ Non-Profit Facility
- ___ Demolition
- ___ *Economic Development

*Please refer to the CDBG Application Guide for
guidelines regarding economic development activities.



2013 CDBG Application Capital Improvement / Economic Development

National Objective: *(Check One)*

CDBG requires that each activity funded, except for program administration and planning activities, must meet one of the three national objectives outlined below. An activity that does not meet a national objective is not compliant with CDBG requirements and is therefore ineligible for funding. Applicants are strongly encouraged to consult the application guide for more detailed information.

Benefit to low- and moderate income (LMI) persons

1. **Area Benefit Activities** benefit all residents in a particular area, where at least **49.2%** of the people are low- and moderate-income. The service area of the project must be specifically identified and the area must be primarily residential (see the Appendix of the application guide for details).
2. **Limited clientele activities** benefit low- and moderate-income persons without regard to the area being served. At least **51%** of the persons participating in the activity must be low- and moderate-income and the activity must meet one of the following criteria (see application guide for details):
 - **Presumption of low- and moderate-income:** the activity serves persons who are presumed to be low- and moderate-income: abused children; battered spouses; elderly persons; severely-disabled adults; homeless persons; illiterate adults; persons living with AIDS and migrant workers; or
 - **Income Guidelines:** the activity must have eligibility requirements which limit the activity exclusively to low- and moderate-income persons, or income must be documented.
3. **Housing activities** that are undertaken for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by at least 51% low- and moderate-income households.
4. **Job creation or retention activities** designed to create or retain permanent jobs, at least 51% of which (computed on a full-time equivalent basis) will be made available to or held by low- and moderate-income persons.

Aid in the prevention or elimination of slums or blight

Prevent or eliminate slum and blight on an area basis, or eliminate specific conditions of blight or physical decay on a spot basis that are not located in a slum or blighted area.

Meet a need having a particular urgency (Demolition Projects Only)

Use of the urgent need national objective category is rare. It is designed only for activities that alleviate emergency conditions. Activities qualified under urgent need must meet the following criteria:

- The existing conditions must pose a serious and immediate threat to the health or welfare of the community;
- The existing conditions are of recent origin or recently became urgent (generally, within the past 18 months);
- The grantee is unable to finance the activity on its own; and
- Other sources of funding are **not** available.

Does this project meet a National Objectives and other eligibility requirements, as noted in HUD's 24 CFR Part 570.201 regulations? (Please refer to the 2013 CDBG Application Guide for details.) If no, "**STOP**".

Yes

No



2013 CDBG Application Capital Improvement / Economic Development

SUMMARY PROJECT DESCRIPTION

DUNS Number (Required For Funding): _____

FEIN Number: _____ CFDA Number: **14.218**

If acquisition is required for this project, is the property vacant? Yes No

For the questions below, please attach additional pages if needed when providing your answers.

Describe the designated Project Area (must be suburban Cook County):

(Provide a DETAILED description and a map that shows the project site and area that will benefit, if applicable. Please include applicable photos.)

Exact Location/Project Address: _____

If project is an infrastructure activity, please indicate the following:

Address Start: _____ Address End: _____

Linear Feet: _____

Summary of Project: (If the project is for a community center or other public facility, please indicate who is served or will be served by the facility, and include information about the location of similar facilities, the demand for services in the surrounding area, and the applicant's financial ability to operate and maintain the facility.)



2013 CDBG Application Capital Improvement / Economic Development

Specific Anticipated Accomplishments: (Please provide details of the proposed capital improvement.)

CAPACITY AND INNOVATION

PREVIOUSLY FUNDED APPLICANTS:

Does your municipality or agency have any CDBG project balances? Yes No

If so, please explain why the project(s) currently have balances and the planned steps to expend remaining funds. Please specify expected deadlines for expending the remaining funds.

Does your municipality or agency have any outstanding CDBG performance reports? Yes No

If so, please identify the project(s) via project number(s) and explain why the project(s) currently have outstanding performance reports. Cook County maintains reporting records and will be verifying this information. Outstanding performance reports can be submitted with the application, or preferably prior to submission of the application.



2013 CDBG Application Capital Improvement / Economic Development

CAPACITY AND INNOVATION (CONT'D)

NEW AND PREVIOUSLY FUNDED APPLICANTS:

Has your municipality or agency previously initiated similar projects (whether with CDBG or other funding)? Yes No

If so, please describe the capital project(s) previously completed and the outcome(s).

Please describe how your municipality or agency will leverage other funds, public or private, over the long-term to support similar projects and reduce reliance upon Cook County CDBG funding.

Interjurisdictional Regional Collaboration

Does your proposed project offer or support a plan for regional collaboration?

Yes No

Is your proposed project consistent with the [GO TO 2040 comprehensive regional plan](#)?

Yes No

Please describe how your efforts are related to interjurisdictional regional collaboration and/or is consistent with GO TO 2040.



2013 CDBG Application Capital Improvement / Economic Development

CAPACITY AND INNOVATION (CONT'D)

Innovative (Creative) Nature of Proposal

Does your proposed project include innovative aspects?

- Yes No

If yes, please describe the creative elements of your proposal?

Economic Development Activities

Does your proposed project directly or indirectly facilitate economic development using any of the activities described below? (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Business Incubator | <input type="checkbox"/> Commercial/Industrial Rehabilitation/Improvements |
| <input type="checkbox"/> Economic Development Infrastructure Projects | <input type="checkbox"/> Façade Improvements |
| <input type="checkbox"/> Non-Profit Business And Technical Assistance | <input type="checkbox"/> Micro-Enterprise Assistance |
| | <input type="checkbox"/> Public Facilities |

Economic Development Impact

Does your proposed project directly or indirectly facilitate economic development targeting the following as major goals? (check all that apply):

- Job Creation Job Retention Goods or Services Provision

Please describe how your proposed project will facilitate economic development directly or indirectly, including specifying major goals.



2013 CDBG Application Capital Improvement / Economic Development

Does your proposed project/program incorporate any of the following components? (check all that apply):

Economic Development

- Generates Tax Revenue
- Facilitates additional investments in industrial and/or commercial corridors
- Promotes economic development focused public or non-profit capacity building as part of an existing regional plan
- Encompasses foreclosure prevention strategies
- Functions as part of broader Transit Oriented Development (TOD) or Cargo Oriented Development (COD) area

Infrastructure Improvements

- Facilitates broadband connectivity (“last mile infrastructure readiness”)
- Incorporates underground utility lines as appropriate

Long Range Planning and Site Sustainability

- Promotes energy efficiency improvements (i.e. sustainability)
- Encourages environmentally friendly or green initiatives (i.e. sustainability)
- Functions as part of a broader strategic plan or vision
- Demonstrates ongoing efforts to promote and enforce fair housing practices

Please describe how your proposed project is part of a broader municipal or organizational strategic plan or vision.

Does your proposed project connect to a geographic target area or to other recent projects? If so, describe the connection. Please provide a map showing recent investments/developments and the proposed 2013 project. This question applies to demolition projects as well as construction and facility improvements.



2013 CDBG Application Capital Improvement / Economic Development

Please describe your municipality's ongoing efforts to affirmatively further fair housing? *(100 words or less)*

Please explain how your project supports any of the other boxes checked above.



2013 CDBG Application Capital Improvement / Economic Development

PROJECT ELIGIBILITY

Please see the Application Guide for more information on eligibility.

A. AREA BENEFIT: *(if applicable)*

Total Number of low and moderate-income persons served in area:

Census Tract	Block Group	% Low/Mod Income

(Please see the 2013 CDBG Application Guide for appropriate website links.)

B. LIMITED CLIENTELE BENEFIT: *(if applicable)*

<p>1. Presumed Benefit</p> <p>Qualifying group _____</p> <p>Number of persons served _____</p>	<p>2. Low- and Moderate-Income Persons* Served</p> <p>Moderate-income (61-80% of AMI) _____</p> <p>Low-income (51-60% of AMI) _____</p> <p style="text-align: center;">- OR -</p> <p>Very Low (31-50% of AMI) _____</p> <p>Extremely Low (<30% of AMI) _____</p> <p>Total Served (add above lines) _____</p> <p>Number of Female-Headed Households _____</p>
--	---

*How will income be verified? Check below:

- Income Verification Request Forms *(Attach a sample of the form you will use.)*
- Eligibility Status for other Governmental Assistance program
- Self Certification *(You must request source documentation for 20% of certifications and must inform the beneficiary that all sources of income and assets must be included when calculating annual income)*



2013 CDBG Application Capital Improvement / Economic Development

Specific Outcome Indicators

Anticipated Number of Persons to be Assisted

(For municipal capital projects, census tract data is permissible.)

With NEW access to service or benefit _____

With IMPROVED access to service or benefit _____

Anticipated Number of Businesses to be Assisted (if applicable)

With NEW access to service or benefit _____

With IMPROVED access to service or benefit _____

Anticipated Economic Development Impact (if applicable)

Estimated number of jobs created _____

Estimated number of jobs retained _____

Estimated amount of taxes generated _____

Estimated number of businesses retained and/or recruited _____

Anticipated Number of Housing Units Assisted (if applicable)

Estimated number of units occupied by low- or moderate income households _____



2013 CDBG Application Capital Improvement / Economic Development

PROJECT COMPLETION SCHEDULE

Capital Improvement Projects - Please provide a detailed timeline outlining specific plans for completing this project within 12 months after issuance of the Notice to Proceed, including but not limited to project specification development, bid and contractor procurement, preconstruction, construction and completion schedule. Assume that the notice to proceed will be issued by 12/1/13. Construction should begin in the spring to the extent possible.

December 2013 (Notice to Proceed Issuance)
January 2014
February
March
April
May
June
July
August
September
October
November (Project Completion, if not earlier)



2013 CDBG Application Capital Improvement / Economic Development

PROPOSED PROJECT BUDGET

STAFF SALARIES, IF APPLICABLE (3 Person Limit)

Position	(A) Annual Salary	(B) % of time spent on project	(A) multiplied by B) Salary allocated for project	Salary CDBG Portion	Project Match (In-Kind)
TOTAL SALARIES					

Please note: Fringe benefits are no longer applicable.



2013 CDBG Application Capital Improvement / Economic Development

PROPOSED PROJECT BUDGET (CONT'D)

LINE ITEM BUDGET

Project Activity	CDBG Funds	Matching Funds	TOTAL
Capital Improvements			
Public Facilities			
Economic Development			
Demolition			
Total Project Activity			

Project Delivery	CDBG Funds	Matching Funds	TOTAL
Staff Salaries			
Postage			
Printing			
Publication/Notices			
Project Travel @ \$0.565 per mile			
Total Project Delivery			

*Professional Services	CDBG Funds	Matching Funds	TOTAL
Architectural			
Engineering			
Legal			
Accounting (except Single Audit)			
Other:			
Total Professional Services			
Grand Total (Project Activity + Project Delivery + Prof. Services)			

**Professional Services MUST be procured if you are using CDBG funds.*



2013 CDBG Application Capital Improvement / Economic Development

APPLICATION RESOLUTION AND CERTIFICATION

Instructions

Cook County has prepared two versions of the authorizing resolution: one for municipalities and one for all other applicants. Please choose the appropriate resolution. Samples of the versions are included in this application.

The person signing the application must be the same person authorized by the resolution.

The resolution must be adopted by your governing body and a **certified** copy submitted with the application. A sample form for certification by non-municipal agencies is included.

A municipal or agency seal should be included on both the resolution and the certification. If an agency does not have a seal, please indicate that on the forms.



2013 CDBG Application Capital Improvement / Economic Development

FORM A-1: SAMPLE RESOLUTION Municipality

NOW, THEREFORE BE IT RESOLVED by the Mayor/President and Council/Board of Trustees of Municipality, Illinois as follows:

Section 1. That a Request is hereby made to the County of Cook, Illinois for Community Development Block Grant ("CDBG") funds for Program Year 2013 in the amount of \$_____ for the following project(s):

Project: _____ Amount: \$ _____

as identified in **Municipality's** CDBG 2013 Program Year application.

Section 2. That the (insert position title of person signing the application) is hereby authorized to sign the application and various forms contained therein, make all required submissions and do all things necessary to complete the application for the funds requested in Section 1 of this Resolution, a copy of which application is on file with the Secretary.

-- Optional --

Section 3. That the (insert position title of person signing the matching funds certification) is hereby authorized to certify that matching funds which have been identified as supporting its projects as set out within its application will be made available upon the approval of the projects by the County of Cook, Illinois or the prorated share thereof.

Dated this _____ day of _____ 2013

By: _____
Print Name - Mayor/President Sign - Mayor/President

Attest: _____
Print Name - Clerk Sign - Clerk

{SEAL}



2013 CDBG Application Capital Improvement / Economic Development

FORM C: MAINTENANCE OF EFFORT AND PROJECT SUSTAINABILITY Capital Improvement Project

CDBG funds cannot be used for on-going maintenance, building operations and staffing requirements for projects constructed or rehabilitated with CDBG funds. Please provide the following information concerning these costs:

Amount of Annual Funds Required for Maintenance of Effort/Project: \$ _____

Source of Funds: _____

Designated Use of Maintenance Funds: (i.e. utilities, staff, equipment, maintenance). An applicant must demonstrate the availability of funding to perform routine maintenance/upkeep on the proposed CDBG project and should strive to have adequate reserves to cover needed larger improvements with less reliance on CDBG funding.



2013 CDBG Application Capital Improvement / Economic Development

FAIR HOUSING ACTION PLAN - 2013 PROGRAM YEAR

The Secretary of the United States Department of Housing and Urban Development requires that Community Development Block Grant recipients certify that they will comply with Title VIII of the Civil Rights Act of 1968. To fulfill this certification, Cook County requires each **municipal** Subrecipient to take action each year to affirmatively further fair housing.

In accordance with Cook County's revised *Analysis of Impediments to Fair Housing Choice*, please indicate on the list below *all* of the items that currently apply to your municipality:

- Existence of a fair housing ordinance
- Existence of a fair housing enforcement body that is responsible for reviewing fair housing complaints
- An individual identified as the fair housing compliance officer
- Existence of an action plan for affirmatively furthering fair housing
- Outreach to the public on fair housing issues via workshops, educational materials, etc.
- Outreach to housing-related industries including real estate, finance and property management on fair housing issues via workshops, educational materials, etc.
- Annual fair housing training for municipal staff, especially those answering public phone calls
- Annual reviews of land use and zoning ordinances and building codes to ensure they are not impediments to fair housing

As part of the application, a municipal Subrecipient must submit a Fair Housing Action Plan. If you already have a plan, you should review it to ensure the plan is still relevant and up-to-date before submission.

The following are examples of actions your municipality can take to affirmatively further fair housing. Please check the appropriate sections that you plan to undertake during this program year. On the attached Form D, provide a narrative of actions to be undertaken and what your agency plans to accomplish during this program year to affirmatively further fair housing.

- Provide copies of fair housing brochures published and distributed among realtors and other businesses in your community.
- Provide copies of newspaper articles published locally about fair housing issues in your community.
- Provide a summary of activities conducted to promote an open community.
- Enact a Fair Housing Ordinance.
- Update/Amend your Fair Housing Ordinance, if applicable.
- Attend Cook County's Fair Housing Seminar.
- Submit notices, agendas and minutes of Fair Housing meetings sponsored by your municipality.

These points are merely suggestions for the types of actions that are acceptable to demonstrate your community's active commitment to fair housing. Additional or different action may be acceptable as well, and your submissions are not limited to the types listed above.

The County is required to provide documentation supporting its activities in compliance with Title VIII of the Civil Rights Acts of 1968. The activities of Cook County's Subrecipients, therefore, require this documentation. Failure by a municipal Subrecipient to provide complete and accurate information to the County in a timely manner may jeopardize current and/or future funding for that community.



2013 Community Development Block Grant Capital Improvement Project Application

AUDITED FINANCIAL STATEMENTS
(Attach most current.)



2013 Community Development Block Grant Capital Improvement Project Application

DEMOLITION PROJECTS ONLY

(This section must also be completed for any demolition project, as noted on page 5 of the application guide.)

69 West Washington - Suite 2900
Chicago, Illinois 60602

Phone #: (312) 603-1000
FAX #: (312) 603-9770

COMMUNITY INFORMATION

Name of Municipality: _____

Municipal Contact Person: _____

Municipal Contact Person Title: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____

E-mail: _____

PROPERTY OWNER INFORMATION (If different from municipality)

Owner/Business: _____

Owner/Business Contact Person: _____

Owner/Business Contact Person Title: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____

E-mail: _____

NATIONAL OBJECTIVE (Please check one)

- Elimination or Prevention of Slums and Blight**
If selecting this National Objective, all of the following must be included with this application:
- A. Slum/Blight Criteria selected (include narrative description)
 - B. Additional Documentation (Photos, Letters from Officials, etc.)
 - C. Declaration/Resolution of Slum/Blight Condition

- Urgent Health and Welfare Threat**
If selecting this National Objective, all of the following criteria must be met (include narrative description where needed):
- A. Determination of immediate threat – when and by whom; include documentation
 - B. Applicant’s inability to finance
 - C. Confirmation that no other financial sources are available
 - D. Confirmation that threat did **not** exist for more than 18 months prior to application



2013 Community Development Block Grant Capital Improvement Project Application

DEMOLITION RATIONALE

Provide the rationale for demolishing this structure and why the municipality does not consider rehabilitation a viable option. Include a letter from the municipal solicitor describing the municipality's condemnation process, acknowledging that condemnation proceedings ensued in accordance with all municipal ordinances and that the municipality has the authority to remove the subject structure.

Include copies of the following documents in support of your rationale for demolition:

- On-site inspection reports identifying the nature of the unsafe condition(s) (e.g. engineer, building inspector/code enforcement officer, fire/police officials, etc.).
Municipal notification of an unsafe condition to the property owner, agent or person in control of the structure. The correspondence must describe the unsafe condition(s), specifying the required repairs or improvements necessary to abate the existing conditions, or require the owner, agent or person in control to demolish the structure. Supply evidence that sufficient time was permitted to address the situation. Provide proof that notice was properly served (i.e. copy of certified or registered mail return receipt).
- Any correspondence from the owner, agent or person in control of the structure in response to municipal notification of unsafe conditions.
- Order of Condemnation (as posted at the site of the proposed demolition site).

PROPERTY INFORMATION

Property Identification

Number: _____

Street Address: _____

Legal Description: _____

Please Describe Property:

- i.e. building size, type, condition _____

Intended Use of Property After Demolition:

NOTE: If parcel is to remain vacant, describe how the municipality will assure that the resulting lot will be maintained and kept clear of health and safety hazards (e.g. trash, debris).

Estimated Demolition Cost: _____

CERTIFICATIONS

- A. There are no pending legal actions underway or being contemplated that would significantly impact the demolition of this facility.
- B. There are no unpaid property taxes filed against the property.
- C. There are no liens/assessments on the property, or proof of any are attached
- D. The property owner signing has full legal authority to sign

Print Name – Mayor/President

Signature – Mayor/President

Date

AGENDA BRIEFING

DATE: March 28, 2013

TO: Mayor Ostenburg
Board of Trustees

FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning

RE: Consideration of a Resolution Ceding the Aggregate Remaining Unused Allocation of 2013 Private Activity Bond Volume Cap to the Illinois Finance Authority for use by Projects in the Chicago Southland Area

BACKGROUND/DISCUSSION:

Every year at this time the Village is asked to consider ceding its Volume Cap for Industrial Revenue Bonds to the Illinois Finance Authority (IFA) on behalf of a bond pool managed by the South Suburban Mayors and Managers Association (SSMMA). Each home rule municipality is allocated a Volume Cap amount equal to \$95 per resident, based on the most recent residential population estimate released by the U. S. Census Bureau before the beginning of the calendar year. For 2013, populations are based on “Annual Estimates of the Population for the United States, Regions and Puerto Rico, City and Town Totals, Vintage 2011 (April 1, 2010 to July 1, 2011, SUB_EST 2011 17)”. For Park Forest, the population estimate is 22,075, resulting in a total Volume Cap of \$2,097,125. Volume Cap is intended to support manufacturing projects with a minimum value of \$1.5 million. This can include the purchase of land, the construction of buildings, and the purchase of equipment that becomes a permanent fixture in the building.

The benefit of pooling the Village’s Volume Cap is that often the value of the project is much greater than the amount of Volume Cap available to any one municipality. For example, the Blue Ridge Farms project used Industrial Revenue Bonds totaling \$4,350,000. The Village of Park Forest was able to provide this kind of support to that project because it had pooled its Volume Cap with the SSMMA fund. In addition, even if Park Forest does not have a project that can take advantage of the Volume Cap, the Village can benefit financially when projects in other communities are funded through this bond pool. When projects are funded through the SSMMA bond pool, and the Village of Park Forest has ceded volume cap to the pool, the Village will receive a fee equivalent to 1 percent of the amount of the Village’s volume cap that was used. In 2007, the Village received \$19,580.60 as a result of projects in Homewood and South Holland.

It is Staff’s recommendation that the Village Board approve the transfer of the entire amount of 2013 Volume Cap to the Illinois Finance Authority on behalf of the SSMMA bond pool. Any municipality within the SSMMA service area is able to apply for those pooled funds to support a company that creates either tangible or intangible products as described above. The availability of these funds may be of assistance to the buyers of 80 North Street, or any potential industrial developers of the former Norwood Square property.

Note that any industrial revenue bonds that are issued in support of a manufacturing project do not become a financial obligation of the Village and the Village has no responsibility with regard to them. The attached Resolution was prepared by the SSMMA.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the April 1, 2013, Board Rules meeting for discussion.

Village of Park Forest, Illinois

RESOLUTION No. _____

A RESOLUTION CEDING THE AGGREGATE REMAINING UNUSED ALLOCATION OF 2013 PRIVATE ACTIVITY BOND VOLUME CAP OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, TO THE ILLINOIS FINANCE AUTHORITY FOR USE BY PROJECTS IN THE CHICAGO SOUTHLAND AREA.

WHEREAS, the Village of Park Forest, Cook and Will Counties, Illinois (the "Home Rule Unit") is a municipality and a home rule unit of government duly organized and validly existing under Section 6(a) of Article VII of the 1970 Constitution and laws of the State of Illinois; and

WHEREAS, the availability of job opportunities to relieve conditions of unemployment and underemployment and the increase of business and commerce to reduce the evils associated with unemployment and underemployment are essential to the health, safety and general welfare of the Home Rule Unit; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended, (the "Code"), places a ceiling (the "State Ceiling") on the aggregate principal amount of private activity bonds (as defined in the Code) that can be issued in the State of Illinois from January 1, 2013, to and including December 31, 2013; and

WHEREAS, the Home Rule Unit's portion of the "State's Ceiling" is \$95.00 per capita (the "Available Ceiling") thereby resulting in approximately \$2,097,125 of 2013 State Ceiling, of which the Home Rule Unit, has used, transferred or reserved \$0.00, leaving \$2,097,125 unused (the "Available Ceiling"); and

WHEREAS, it is in the best interest of the Home Rule Unit to transfer and reallocate the Home Rule Unit's remaining, unused Available Ceiling to the Illinois Finance Authority ("IFA") and thereby permit the IFA to issue tax- exempt private activity bonds to finance industrial, manufacturing, and commercial projects for economic development purposes in the Chicago Southland Region (the "Region"); and

WHEREAS, the Home Rule Unit has issued private activity bond(s) requiring Volume Cap to which portions of the State Ceiling have been allocated in the aggregate principal amount of \$0.00 from January 1, 2013, through the date of adoption of this Resolution; and

WHEREAS, the Home Rule Unit has a remaining, unused balance of allocated State Ceiling in the amount of approximately \$2,097,125 for the remainder of calendar year 2013; and

WHEREAS, under the Illinois Private Activity Bond Allocation Act, that portion of Available Ceiling remaining unused by a Home Rule Unit, other than a municipality with over 2,000,000 inhabitants, as of May 1 of each calendar year, shall be, on June 1 of each calendar year reserved to the Governor's Office for reallocation; and

WHEREAS, under the Illinois Private Activity Bond Allocation Act, the Home Rule Unit may reallocate to the IFA any remaining, unused portion of its Available Ceiling; and

WHEREAS, it is in the best interest of the Home Rule Unit and the Chicago Southland Region to transfer and reallocate its \$2,097,125 of unused Available Ceiling to the IFA in order to (1)

further leverage the Region's Home Rule Ceiling to enable the financing of more local projects, and (2) increase the probability of receiving IFA Volume Cap to finance projects in the Region; and

WHEREAS, the Home Rule Unit will report this transfer of approximately \$2,097,125 of Volume Cap to IFA for the SSMMA Volume Cap Pool to the Governor's Office no later than May 10, 2013, as dictated by the Governor's Office allocation guidelines; and

WHEREAS, it is in the best interests of both the IFA and the Chicago Southland Region, that the IFA will notify the South Suburban Mayors and Managers Association ("SSMMA") Advisory Group regarding all projects requesting use of this Available Ceiling located in the Region through October 15, 2013; and

WHEREAS, it is in the best interest of the Chicago Southland Region to allow the SSMMA Advisory Group to first designate priorities for financing all local projects to be financed using the aggregate, transferred Available Ceiling through October 15, 2013; and

WHEREAS, the IFA shall promptly notify the SSMMA Advisory Group regarding all projects requesting use of this Available Ceiling located within the Region through October 15, 2013; and

WHEREAS, it is in the best interest of the State of Illinois, the IFA, and the Chicago Southland Region to use all Available Ceiling on or before December 31, 2013, the IFA shall promptly notify the SSMMA Advisory Group regarding all projects requesting use of this Available Ceiling located either inside or outside the Region from October 1, 2013 through December 31, 2013; and

WHEREAS, in order to optimize the economic and financial benefits of this Available Ceiling to the Chicago Southland Region, the SSMMA Advisory Group shall negotiate Volume Cap fees on its Available Ceiling with potential Borrowers on all projects requesting use of the Region's Available Ceiling; and

WHEREAS, in consideration for providing this Available Ceiling, each project that uses any portion of this Available Ceiling shall execute a check prepared as of the closing date of their bond issue equal to (1.0%) of the amount of the Available Ceiling used by that Project, payable to the Village of Park Forest and collected by IFA and forwarded promptly to the Village of Park Forest.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, IN THE EXERCISE OF THEIR HOME RULE AUTHORITY, AS FOLLOWS:

Section 1. That the Village of Park Forest hereby transfers and reallocates its remaining, unused Available Ceiling of approximately \$2,097,125 to complete the financing of projects in the Chicago Southland Region.

Section 2. The IFA and the Home Rule Unit, and the SSMMA Advisory Group shall each retain a copy of this Resolution in their records for a minimum of 30 years. Notice of this Resolution together with a copy of this Resolution shall be given in writing by the Home Rule Unit to the Governor's Office after passage and approval hereof by no later than May 10, 2013.

Section 3. That the officials of the Home Rule Unit are hereby authorized, empowered and directed to take all necessary or advisable actions in connection with the execution and implementation of this Resolution.

Section 4. That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED and *APPROVED* this _____ day of _____, 2013.

APPROVED:

ATTEST:

Village Mayor

Village Clerk

AGENDA BRIEFING

DATE: March 27, 2013

TO: Mayor Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre – Assistant Village Engineer - DPW

RE: Motor Fuel Tax Maintenance Resolution and Municipal Maintenance Cost Estimate for Fiscal Year 2014

BACKGROUND/DISCUSSION:

The Illinois Department of Transportation requires that every municipality submit a **Municipal Estimate of Maintenance Costs**, BLR 14231 form, and a **Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code**, BLR 14230 form, to appropriate Motor Fuel Tax Funds (MFT) for various day labor and contractual maintenance costs for the Village's maintenance year/fiscal year.

As shown on the Municipal Estimate of Maintenance Costs, BLR 14231 form, the Village's upcoming maintenance year costs consist of material costs for, snow and ice control, street light maintenance, traffic sign maintenance and pavement maintenance as performed by village day labor/staff. As well as, contractual maintenance costs for traffic signal maintenance, street sweeping, herbicide application, sidewalk replacement, pavement marking, pavement patching, traffic sign replacement as performed by contractors, and engineering services costs for materials testing and other engineering services.

As with last year, DPW will no longer charge day labor equipment/vehicle costs when village equipment/vehicles are used to perform the work outlined on the Municipal Estimate of Maintenance Costs BLR 14231. Per Board directive, these expenses will be charged to the General Fund where they will be tracked separately as MFT eligible expenses. DPW seeks to accumulate and utilize more of its MFT funds to fund capital projects, maintenance contracts, and engineering services.

The upcoming fiscal year's Maintenance Resolution is in the amount of \$497,598.60.

RECOMMENDATION: Approve the Motor Fuel Tax - **Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code**, BLR form 14230, and **Municipal Estimate of Maintenance Costs**, BLR form 14231, in the amount of \$497,598.60 to appropriate Motor Fuel Tax monies for eligible maintenance costs for Fiscal Year 2014.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules meeting of April 1, 2013 for your discussion.



Period from 07/01/2013 to 06/30/2014

Section Number 14 - 00000 - 00 - GM

Municipality Park Forest

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
1. Contractual Traffic Signal maint. w/ IDOT (Under IDOT Maint. Contract)	IIB	*Western@Illinois St	Yr	0.25	4,872.0	\$1,218.00	4,043.76
		*Western@North St	Yr	0.25	4,872.0	\$1,218.00	
		*Western@Main St	Yr	0.33	4,872.0	\$1,607.76	
2. Contractual Traffic Signal maint.w/Cook Co. (Under Cook Co. Maint. Contract) For " * " items, the quantity = percent of cost responsibility	IIB	*Sauk Trail@Central Pk	Yr	0.125	5,604.0	\$ 700.50	11,278.50
		*Sauk Trail@Blackhawk	Yr	0.5	5,604.0	\$2,802.00	
		*Sauk Trail@Shabbona	Yr	0.5	5,604.0	\$2,802.00	
		*Sauk Trail@Indianwood	Yr	0.5	5,604.0	\$2,802.00	
		*Sauk Trail@Orchard	Yr	0.5	5,604.0	\$2,802.00	
3. Contractual Traffic Signal Maint. (Village intersections under Village Maint. responsibility)	IIA	Orchard@Indiana	Mo	12	200.00	\$2,400.00	12,000.00
		Orchard@North	Mo	12	200.00	\$2,400.00	
		Orchard@Lakewood	Mo	12	200.00	\$2,400.00	
		Orchard@Main	Mo	12	200.00	\$2,400.00	
		Forest@Lakewood	Mo	12	200.00	\$2,400.00	
4. Snow and Ice Control (Day Labor)	I	Salt (State Purchase)	T	2160	50.00	\$108,000.00	109,800.00
		Liquid Calcium Chloride	Gal	3000	0.60	\$1,800.00	
Total Day Labor Costs						\$109,800.00	
Total Estimated Maintenance Operation Cost							\$137,122.26
Preliminary Engineering							
Engineering Inspection							
Material Testing							
Total Estimated Engineering Cost							
Total Estimated Maintenance Cost							\$137,122.26

Submitted: _____ Date _____ Approved: _____ Date _____
 By: _____ Title _____ Regional Engineer _____
 Municipal Official

Submit Four (4) Copies to Regional Engineer



Period from 07/01/2013 to 06/30/2014

Section Number 14 - 00000 - 00 - GM

Municipality Park Forest

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
5. Traffic and Street Name Sign Maintenance Supplies (Day Labor)	IIA	Sign Post type A	Ea	2	51.50	\$ 103.00	
		Sign Post type B	Ea	2	71.45	\$ 142.90	
		Telespar Post 2 inch	Ea	2	41.40	\$ 82.80	
		Telespar anchors	Ea	2	20.15	\$ 40.30	
		Misc. Hardware	LS	1	200.00	\$ 200.00	
		Street Name Signs	LS	1	1,200.0	\$1,200.00	
		Traffic Signs	LS	1	1,200.0	\$1,200.00	
		Traffic Signal Bulbs	Ea	5	7.00	\$ 35.00	3,004.00
6. Pavement Patching (Day Labor)	IIA	UPM	T	10	108.00	\$1,080.00	
		Emulsion/Prime5GBucket	Ea	24	40.00	\$ 960.00	
		Aggregate 3/4	T	30	15.00	\$ 450.00	
		Aggregate CA6	T	20	11.00	\$ 220.00	
		Bituminous Surface Mat.	T	125	56.00	\$7,000.00	9,710.00
7. Sidewalk/Curb and Gutter Replacement (Day Labor)	IIA	Concrete	CY	8	119.00	\$ 952.00	952.00
Total Day Labor Costs						\$ 952.00	
Total Estimated Maintenance Operation Cost							\$13,666.00
Preliminary Engineering							
Engineering Inspection							
Material Testing							
Total Estimated Engineering Cost							
Total Estimated Maintenance Cost							\$13,666.00

Submitted: _____ Date _____ Approved: _____ Date _____

By: _____ Title _____ Regional Engineer

Submit Four (4) Copies to Regional Engineer



Period from 07/01/2013 to 06/30/2014

Section Number 14 - 00000 - 00 - GM

Municipality Park Forest

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
8. Street Light Maint. Supplies (Day Labor)	IIA	Lamps 150 W hps	Ea	80	9.50	\$ 760.00	
		Lamps 250 W hps	Ea	45	9.50	\$ 427.50	
		Lamps 400 W hps	Ea	20	9.50	\$ 190.00	
		Ballast Kits 150 W	Ea	30	52.00	\$1,560.00	
		Ballast Kits 250 W	Ea	15	62.00	\$ 930.00	
		Fixtures 150 W	Ea	8	144.99	\$1,159.92	
		Fixtures 250 W	Ea	8	144.99	\$1,159.92	
		Fixtures 400 W	Ea	4	243.75	\$ 975.00	
		Photo Cells	Ea	20	12.50	\$ 250.00	
		Wire (Spool) #6,#8	Ea	2	275.00	\$ 550.00	
		Misc. Hardware/Tools	LS	1	1,500.0	\$1,500.00	
		Street Light Pole	Ea	4	3,500.0	\$14,000.00	
		Trencher Rental	Day	2	174.00	\$ 348.00	23,810.34
9. Public Utility Service (Com Ed)	I	Electricity	Mo	12	6,200.0	\$74,400.00	74,400.00
10. Pavement Marking (By Contractor)	IIA	Pavement Marking	Dol	1	16,000.	\$16,000.00	16,000.00
11. Herbicide (By Contractor)	IIA	Curbside Vegetation Control	Dol	1	2,600.0	\$2,600.00	2,600.00
Total Day Labor Costs						\$2,600.00	
Total Estimated Maintenance Operation Cost							\$116,810.34
Preliminary Engineering							
Engineering Inspection							
Material Testing							
Total Estimated Engineering Cost							
Total Estimated Maintenance Cost							\$116,810.34

Submitted: _____ Date _____ Approved: _____ Date _____

By: _____ Municipal Official Title _____ Regional Engineer

Submit Four (4) Copies to Regional Engineer

AGENDA BRIEFING

DATE: March 28, 2013

TO: Mayor John Ostenburg
Board of Trustees

FROM: Robert Gunther
Director of Recreation & Parks

RE: ActiveNet Software

BACKGROUND/DISCUSSION:

In an effort to modernize Recreation & Parks registration/application software for events, activities, facility rentals, memberships and financial reporting to a more comprehensive and user-friendly technology and to allow online registration and payments for recreation programs, Recreation & Parks staff has spent considerable time investigating different software and meeting with representatives from six different vendors. ActiveNet has been identified as the product that best meets our needs.

The current software package from Vermont Systems is built on technology over 10 years old, and is neither flexible nor scalable enough to meet the demands of today's technology. A recent update installed in November of 2012 required hours of staff IT time to correct installation glitches and has actually made the program less user friendly. Staff must now log out when not actively using the program so that others may log in. Just to incorporate the ability to handle online registration and payments would be an estimated cost of \$20,000. With such a hefty price tag for processing online registrations and payments, and the increasingly outdated software other options have been considered.

With ActiveNet software residents will be able to view the entire catalog of programs offered by Recreation and Parks, register for classes, trips and memberships and make payments. Many enhanced benefits over and above online processing will be available to staff. These include real-time web-based management of facilities, events, registrations, memberships, reservations and ticketing, surveys, a comprehensive marketing package (including social media, email and web postings), financial reports, and call center support for staff as well as citizens just to name a few. In addition ActiveNet will allow for enhanced communication with patrons and instructors.

ActiveNet had offered an incentive package of a 50% discount if a contract was signed by March 31, 2013 but has extended the offer to allow time for Board approval until April 30, 2013. The costs to switch to ActiveNet are \$19,119. Installation would not take place until the fall of 2013 so, even though a contract was in effect there would be no invoicing until that time. Ongoing costs are based solely on financial transactions with a base cost for a

cash transaction of 2% plus .25 cents. Credit card transactions vary based on the amount and whether they are “over the counter” or “over the internet”. ActiveNet software is built on Microsoft .NET, SQL, and JAVA platforms, all of which are today’s standards for building fast, reliable, and scalable software packages. None of these features is currently available in our Vermont software.

Registration and facilities management software is vital to staff operations in identifying, implementing, and managing all of the various services and programs offered to Park Forest residents. A need has been identified from both a service point of view, and from our Sustainability Plan to extend the convenience of online registrations and payments to citizens for these programs. These options are not available through our outdated software package. While evaluating the return on investment between upgrading our current package through Vermont Systems and moving to an entirely new platform through ActiveNet, the cost to benefit ratio heavily favors switching to ActiveNet. Program fees will be evaluated to minimize net ongoing cost to the Village.

The startup costs to switch to ActiveNet are \$19,119. This includes needed third party hardware that integrates with the software program. In fiscal 2012, \$26,800 was encumbered for new software and necessary hardware; this was included in budget amendments for Fiscal 2013. This amount will be re-encumbered. Because of the offered 50% discount Recreation & Parks is asking the Board to approve the purchase now in anticipation of the actual billing being after installation of the software in September of this year.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda for discussion of the Rules meeting of April 1, 2013 for your consideration.

Who Uses Active Network in Illinois?

Active Network supports 41% of the population in Illinois through its parks and recreation solutions

Emailed 12/17/12

Rolling Meadows Park District

"Active Network is as interested in improving services to our customers as we are. The marketing functionality in ActiveNet, as well as support from Active's online services team, have helped initiate marketing strategies that have increased enrollment and revenue and overall customer service to our participants."

—Nick Troy
Superintendent of Recreation

Butterfield Park District

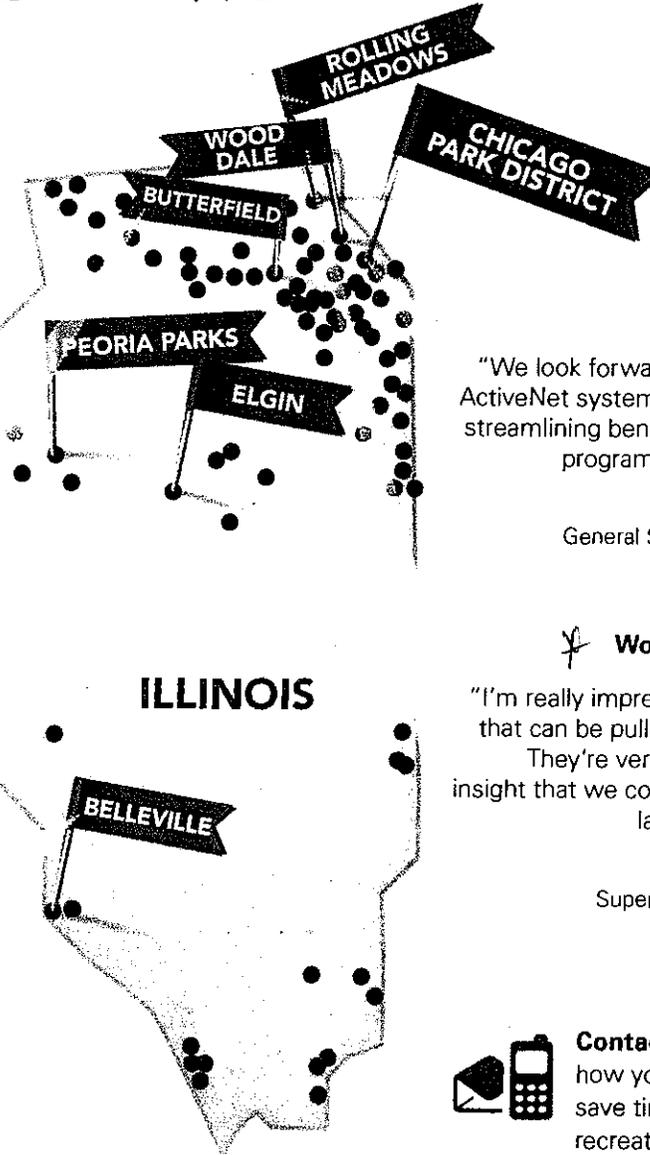
"Not needing a server or an IT department is where we really save. For districts our size, it's a benefit to have this system and run it without worrying about all the behind-the-scenes stuff"

—Dayna Heitz,
Deputy Executive Director

City of Belleville Parks Department

"What impresses me the most about Active Network is their customer support. All of the representatives have been professional and always quick to respond to my issues and concerns."

—Michelle Henke,
Office Manager



Chicago Park District

"We look forward to working with the ActiveNet system for the efficiency and streamlining benefits it will bring to our program registration process."

—Michael Kelly,
General Superintendent and CEO

Wood Dale Park District

"I'm really impressed with the reports that can be pulled through ActiveNet. They're very detailed and give us insight that we couldn't get through our last software provider."

—Michele Silver, CPRP,
Superintendent of Recreation



Contact us today to learn how your organization can save time and money with recreation software from Active Network, Communities.

Active Network, Communities.



The ACTIVE Network

Way more than a social network.

We are The ACTIVE Network.

We are a technology and media company powering the largest network of organizations, activities, and people.

Our technology helps businesses automate and simplify operations, management and participation, while our media properties are relied on by millions of people looking for things to do. Putting the two together makes ACTIVE the most powerful technology & marketing engine available today.

Using our solutions, everyone wins. Businesses operate smarter and get access to more participants than ever before, and activity consumers have one place to find things they love, want and need to do.

We believe in the power of community, the value of authenticity and strength of ACTIVE living.

We started over 10 years ago in a small office with a handful of employees. We built software that made event and activity organization easier.

Today, ACTIVE has grown to a team of thousands, touching millions (over 8 million people every month).

From the start, we believed that we could change the way the world participated in every kind of activity imaginable. And now we do just that, every day. We've touched one out of every three households in America.

From integrating Social Media and providing Mobile platforms to maximizing online participation and building engaged communities, ACTIVE's goal is your success.

What's Your ACTIVE?