



12 South Center Street
Bensenville, IL 60016

Office: 630.350.3404
Fax: 630.350.3438
www.bensenville.il.us

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January 5, 2022

Mr. Cole Horner

207 West Jefferson Street, Suite 501
Bloomington, Illinois 61701

Re: December 22, 2021 Commercial FOIA Request

Dear Mr. Horner:

I am pleased to help you with your December 22, 2021 Commercial Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on December 22, 2021. You requested copies of the items indicated below:

"Requesting electronic PDF copies of any and all final approved and active RDA's (Redevelopment Agreements) in Bensenville's 6 TIF Districts Grand Ave. (TIF 4) Grand/York (TIF 11) Heritage Sq. (TIF 5) Irving Park/Church Rd. (TIF 7) North Industrial Rte. 83 and Thorndale (TIF 6)."

After a search of Village files, the following documents are enclosed to fulfill your request:

- 1) Village of Bensenville Ordinance No. 35-99. (66 pgs.)
- 2) Village of Bensenville Ordinance No. 44-2001. (50 pgs.)
- 3) Village of Bensenville Resolution No. R-103-2011. (52 pgs.)
- 4) Village of Bensenville Ordinance No. 46-2015. (36 pgs.)

These are all of the documents that can be discovered responsive to your request.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,

Corey Williamsen
Freedom of Information Officer
Village of Bensenville



VILLAGE OF BENSENVILLE FREEDOM OF INFORMATION ACT REQUEST FORM

TO: COREY WILLIAMSEN

Freedom of Information Officer
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

FROM:

Name Cole Horner

Address 207 W Jefferson Street Suite 501
Bloomington, IL 61701

Phone 815-770-2726

E-Mail cole.horner@civicserv.com

12436

TITLES OR DESCRIPTION OF RECORDS REQUESTED (Please Include Date of Birth and Case Number for Police Records):

Requesting electronic PDF copies of any and all final approved

and active RDA's (Redevelopment Agreements) in Bensenville's 6 TIF Districts

Grand Ave.(TIF 4) Grand/York (TIF 11) Heritage Sq.(TIF 5) Irving Park/ Church Rd.(TIF 7) North Industrial Rte.83 and Thorndae (TIF 6)



THIS REQUEST IS FOR A COMMERCIAL PURPOSE (You must state whether your request is for a commercial purpose. A request is for a "commercial purpose" if all or any part of the information will be used in any form for sale, resale, or solicitation or advertisement for sales or services. Failure to disclose whether a request is for a commercial purpose is a prosecutable violation of FOIA.)

Would like your request delivered via: ☒ E-Mail ☐ U.S. Mail ☐ Pick-Up*

*Pick-Up is available by appointment at Village Hall Monday thru Friday, between 8:00 a.m. – 5:00 p.m.

I understand that any payment need be received before any documents are copied and/or mailed.

12/22/21

Date

Cole Horner

Signature

All FOIA responses are posted on the Village's website. Name and address of the requestor will be made public.

The first fifty (50) pages of the request are free. The fee charge is fifteen (15) cents after the first fifty (50) pages.

Unless otherwise notified, your request for public records will be compiled within five (5) working days.

Unless otherwise notified, any request for commercial purposes will be compiled within twenty-one (21) days working days.

COREY WILLIAMSEN, FREEDOM OF INFORMATION OFFICER

Telephone: (630) 350-3404 Facsimile: (630) 350-3438

E-mail Address: FOIArequest@bensenville.il.us

For Freedom of Information Officer Use Only

12/22/21
Date Request
Received

1/26/22
Date Response
Due

2/24/22
Date Extended
Response Due

0
Total Charges

1/5/22
Date Documents
Copied or Inspected

Received by Employee: _____

**VILLAGE OF BENSENVILLE
700 WEST IRVING PARK ROAD
BENSENVILLE, ILLINOIS 60106**

ORDINANCE NO. 35-99

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
REDEVELOPMENT AGREEMENT RELATING TO THE
HERITAGE SQUARE REDEVELOPMENT PROJECT AREA**

**ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 1ST DAY OF JUNE, 1999**

**Published in pamphlet form by authority of the President and Board of Trustees of the
Village of Bensenville, DuPage and Cook Counties, Illinois this 2nd day of June, 1999.**

STATE OF ILLINOIS)
) ss
COUNTIES OF COOK)
AND DUPAGE)

CERTIFICATE

I, Lynn D. Hutcherson, certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois.

I further certify that on June 1, 1999, the Corporate Authorities of such municipality passed and approved Ordinance No. 35-99, entitled An Ordinance authorizing the execution of a redevelopment agreement relating to the Heritage Square Redevelopment Project Area, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 35-99, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on June 2, 1999 and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

Dated at Bensenville, Illinois, this 2nd day of June, 1999.

SEAL



Lynn D. Hutcherson
Deputy Village Clerk

AN ORDINANCE authorizing the execution of a redevelopment agreement relating to the Heritage Square Redevelopment Project Area

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the "*Act*"), the President and Board of Trustees (the "*Corporate Authorities*") of the Village of Bensenville, DuPage and Cook Counties, Illinois, (the "*Village*") have heretofore determined that it is advisable and in the best interests of the Village and certain affected taxing districts that the Village approve a redevelopment plan (the "*Redevelopment Plan*") and project (the "*Project*") for and designate a redevelopment project area to be known as the Heritage Square Redevelopment Project Area (the "*Redevelopment Project Area*") and that the Village adopt tax increment allocation financing for the Redevelopment Project Area; and

WHEREAS, by ordinances adopted on the 28th day of July, 1998, the Corporate Authorities have heretofore approved the Redevelopment Plan and the Project, have designated the Redevelopment Project Area, and have adopted tax increment allocation financing therefor, all as provided by and in compliance with the provisions of the Tax Increment Allocation Redevelopment Act, as amended (the "*Act*"); and

WHEREAS, the Act further requires that the Village shall provide reasonable opportunity for any person to submit alternative proposals or bids relating to the development of property within the Redevelopment Project Area, that no written agreement relating to the redevelopment of the Redevelopment Project Area shall be made except upon the adoption of an ordinance by the Corporate Authorities, and that no written agreement relating to the development of property within the Redevelopment Project Area shall be made without making public disclosure of the terms of the disposition and all bids and proposals made in response to the Village's request; and

WHEREAS, the Corporate Authorities have heretofore and it hereby is determined that it is advisable, necessary and in the best interests of the Village that the Corporate Authorities authorize the execution of a redevelopment agreement (the "*Agreement*") by and between the Village and Olson-Hallberg Construction, L.L.C., (the "*Developer*"), and relating to the development of real property located in the Redevelopment Project Area:

NOW THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

Section 1. Preambles Incorporated. The preambles hereto be, and the same hereby are, incorporated into this Ordinance by this reference as if set out in this Section in full.

Section 2. Form of Agreement Approved. The Redevelopment Agreement is hereby approved in substantially the form attached hereto as EXHIBIT A and incorporated herein by this reference.

Section 3. Publication of Notice Authorized. Notice of the intention to execute the Agreement, substantially in the form attached hereto as EXHIBIT B (the "Notice"), shall be published at least once, the first publication to be as soon hereafter as may be, in a newspaper of general circulation within the taxing districts having property in the Redevelopment Project Area.

Section 4. Public Inspection of Agreement. A draft of the Agreement shall be placed on file at the offices of the Village no later than the date on which the Notice shall be published and shall remain on file in such offices for not less than 10 days thereafter.

Section 5. Execution of Agreement Authorized. Provided that no alternate bids or proposals are submitted to the Village as provided in the Notice, the President, Clerk, Treasurer or Manager of the Village, or successors or assigns, or any of them acting together, be, and the same hereby are, authorized to execute the Agreement with the Developer in the form herein approved with such insertions, revisions and additions as they shall deem reasonably necessary, such execution thereof by such officers to constitute complete ratification and approval of the Agreement as executed with no further official action whatsoever of the Corporate Authorities.

Section 6. Repealer. Ordinance No. 5-99 is specifically repealed.

Section 7. Superseder; Effective Date. All ordinances, resolutions, motions or orders in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed. This Ordinance shall be effective upon its adoption.

PASSED: this 1st day of June 1999.

APPROVED: this 1st day of June 1999.



John C. Geils, Village President

ATTEST:



Lynn D. Hutcherson, Deputy Village Clerk

Page 3

AYES: Basso, Strandt, Tralewski, Walberg, Wanzung, Geils

NAYS: None

ABSENT: Kervin

EXHIBIT A
Form of Redevelopment Agreement

VACANT LAND SALES CONTRACT

Contract made, effective as of June 15, 1999, by and between the Village of Bensenville, 700 W. Irving Park Road, Bensenville, DuPage County, Illinois 60106, referred to hereinafter in this Contract as "Seller," and Olson-Hallberg Construction, L.L.C., 4N220 Cavalry Drive, Bloomingdale, Illinois, referred to hereinafter as "Purchaser," as follows:

SECTION ONE

SALE OF PROPERTY

Purchaser agrees to purchase, and Seller agrees to sell to Purchaser, at the purchase prices and upon the terms and conditions recited hereinafter, the 31 separate vacant lots located at Main Street, Bensenville, DuPage County, Illinois, 60106, the totality of which are legally described in attached Exhibit "A".

The individual purchase prices for said vacant lots to be paid by the Purchaser hereunder to the Seller as recited hereinafter in SECTION THIRTEEN, sub-paragraph 1., shall be paid to Seller by Purchaser hereunder on a lot by lot basis at the times of the final closings on each individual sale of the new residences constructed by Purchaser hereunder to the eventual purchasers of such new residences. Seller shall remain in title of each such lot until the time of the formal closing on the sale of the new residence constructed on each such lot, at which time Seller will convey title to Purchaser who will in turn convey title to the eventual purchasers of such new residences.

SECTION TWO

CLOSING DATE/POSSESSION

The individual closings on each lot of this subdivision arising out of this transaction as provided for hereinafter shall take place at "First American Title Insurance Company", Bensenville, Illinois, or such other location and/or Title Company as the parties may mutually otherwise agree.

Possession of the individual lots being sold by the Seller to the Purchaser hereunder as provided for herein on a lot by lot basis shall be given to Purchaser at the time Purchaser exercises its right/obligation as recited hereinafter to purchase such individual lot(s), and Purchaser shall remain in possession and control of such lot(s) so purchased during construction and until the time of the formal closing on the sale of the new residence constructed on such lot(s) by

Purchaser, at which time the Seller hereunder will cause good title to same to be conveyed to the Purchaser who in turn will cause good title to same to be conveyed to the ultimate Purchaser of such new residence and possession will be turned over to such ultimate Purchaser of said new residence at the time of such formal closing.

Purchaser shall not be required to proceed with its lot by lot purchases hereunder until and unless the final formal "Plat of Subdivision" for said 31 separate lots is approved and formally recorded by the Seller with the Du Page County Recorder and all releases of existing easements on said lots wherein Purchaser's construction would be encumbered are obtained and recorded with the Du Page County Recorder by Seller.

Seller shall not be required to proceed in its sale of said lots hereunder until the final "Planned Unit Development" approval is rendered by Seller and the "Homeowner's Declaration" is approved by Seller and recorded by Purchaser with the Du Page County Recorder.

SECTION THREE

THE DEED

Seller shall convey or cause to be conveyed to Purchaser by a recordable, stamped Warranty Deed good title to the individual lots, on a lot by lot basis subject only to the following permitted exceptions if any: (a) general real estate taxes not due and payable at time of closing; (b) building, building line and use or occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances; (d) easements for public utilities which do not encumber or restrict Purchaser's construction contemplated herein; (e) public roads and highways and easements pertaining thereto.

SECTION FOUR

SURVEY

At the time of execution of this "Contract", Seller shall deliver to Purchaser its fully approved and formally recorded "Plat of Subdivision" for said 31 separate vacant lots showing all easements, specifically including that certain easement identified in Document No. R78-109714 recorded with the DuPage County Recorder's Office affecting approximately 4 lots in the northwest corner of the subdivision (unless said easement is released prior to the recording of said Plat of Subdivision), and building lines and/or set-backs for

Purchaser's review and approval. Seller represents that it will use its best reasonable efforts to have said existing easement released.

Individual vacant lot surveys shall be obtained by Purchaser, the cost of which shall be reimbursed by the Seller to Purchaser in the form of a credit at the time of formal closing.

At or before the formal individual closing(s) on the sale(s) of the new residences to be constructed by Purchaser hereunder on the separate lots hereunder, the Seller shall deliver to Purchaser an individual spotted Plat of Survey for each such lot prepared and certified by a licensed Illinois Land Surveyor and showing all improvements constructed thereon, easements, building lines and/or set-backs and having all corners of such lots staked.

SECTION FIVE

TITLE

a) Upon the exercise by Purchaser of Purchaser's right/obligation hereunder to purchase any given lot(s) hereunder as provided for herein, Seller shall furnish to Purchaser at Seller's expense a Commitment for Title Insurance for each such individual lot issued by "First American Title Insurance Company" to issue an Owner's Title Insurance Policy on the current form of American Land Title Association Owner's Policy (or equivalent policy), including such coverage over "General Schedule B" exceptions therein as may be initially insured over and/or satisfied prior to the completion of new construction on such lot and covering the date hereof and in the amount of the final purchase price of the said lot and new residence to be constructed thereon, subject only to: (1) the permitted exceptions as set forth in Section Three above; (2) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the time of closing in which case an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller at closing; and (3) acts done or suffered by, or judgments against Purchaser, or those claiming by, through or under Purchaser.

b) In addition, at or before each individual formal final closing (i.e. at the time of actual transfer of title from the Seller to the Purchaser as provided for herein) on the sale of each individual residence, on a lot by lot basis, to be constructed by Purchaser hereunder on the vacant lots hereunder, Seller shall furnish to Purchaser, at Seller's additional expense, a "later date" ("date down"), through the date of such formal final closing, on/of the original First

American Title Insurance Company Commitment for Title Insurance provided for hereinabove in sub-paragraph a) for each such individual lot, including coverage over all "General Schedule B" exceptions and subject only to: (1) the permitted exceptions as set forth in Section Three above; (2) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the time of closing in which case an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller at closing; and (3) acts done or suffered by, or judgments against Purchaser, or those claiming by, through or under Purchaser.

c) If the initial title commitment for any given lot(s) provided for hereinabove in sub-paragraph a) and/or the "later date" ("date down") thereof as provided for hereinabove in said paragraph b) disclose unpermitted exceptions, Seller shall have thirty days from the date of delivery thereof to the Seller from said title company to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions, and the date for commencement of construction and/or final closing date shall be delayed, if necessary, during said 30-day period to allow Seller time to have said exceptions waived. In any event, and at Purchaser's option, Purchaser shall not be required to commence construction on any such lot(s) for which the Commitment for Title Insurance contains any such "unpermitted exceptions" until and/or unless Seller makes proper formal provisions with said Title Company to insure over and/or waive any such "unpermitted exceptions." If Seller fails to have unpermitted exceptions waived or, in the alternative, to obtain a commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate the Contract between the parties, or may elect, upon notice to Seller within ten days after the expiration of the thirty day period, to take the title as it then is, with the right to deduct from the purchase price owed by Purchaser to Seller hereunder for any such lot(s) any such liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this Contract between the parties shall become, at Purchaser's option and upon notice from Purchaser to Seller thereof, null and void, without further action of the parties. In any event, however, each such Commitment for Title Insurance and/or subsequent "later date" ("date down") thereof for any individual lot shall be considered and treated as a separate independent event hereunder, and in the event the Purchaser elects not to proceed with construction hereunder on any specific lot(s) upon which there exists such "unpermitted exceptions" that Seller cannot have waived and/or insured against as provided for hereinabove, such election by Purchaser shall apply only to any such specific lot(s) so affected, and shall not preclude or limit Purchaser from otherwise proceeding hereunder with its purchase of other and/or additional lot(s) hereunder for which the commitment for title insurance does not contain any such "unpermitted exceptions" unable to be waived and/or insured against.

d) Every title commitment which conforms with sub-paragraph b) hereinabove shall be conclusive evidence of good title as therein shown, as to all matters insured by the policy, subject only to permitted special exceptions therein stated, if any.

SECTION SIX

AFFIDAVIT OF TITLE

At the time of each individual formal closing on the sales of the residences to be constructed by Purchaser hereunder on the vacant lots hereunder, Seller shall furnish Purchaser at closing with an Affidavit of Title covering the date of closing, subject only to those permitted special exceptions set forth in Section Three above, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in Section Five.

SECTION SEVEN PRORATIONS

General real estate taxes for the individual lots hereunder shall be prorated as of the date of the individual formal closing on the sale of the new residence on each such lot based on the tax assessor's latest assessed valuation, the latest known equalization factors and the latest known tax rate, and Seller shall be responsible for the real estate taxes on each such lot until the formal transfer of title for each such lot at the formal closing on the sale of the new residence on each such lot.

SECTION EIGHT

(THIS SECTION INTENTIONALLY LEFT BLANK)

SECTION NINE

(THIS SECTION INTENTIONALLY LEFT BLANK)

SECTION TEN

MUNICIPAL PURPOSE

The sale of the property described herein to Purchaser is in furtherance of Seller's desire for municipal redevelopment and revitalization.

SECTION ELEVEN

DESCRIPTION OF WORK

Purchaser shall perform the following described work (residential home construction) in substantial accordance with the building plans, exterior elevations and material list(s) referred to in this Contract as the "Contract Documents" (see SECTION FIFTEEN hereinafter), at Main Street, Bensenville, DuPage County, Illinois 60106 (commonly known as The Heritage Square) and legally described on the attached Exhibit D.

SECTION TWELVE

CONSTRUCTION OF UNITS

Each residential unit to be constructed by Purchaser pursuant to this Contract shall be at least 2,000 square feet in size, excluding basement areas. The price of each unit to be sold by purchaser upon completion of construction shall be at least \$215,000.00, exclusive of extras. The said residential units shall be constructed in substantial accordance with all of the material terms and specifications of this Contract, including but not limited to the architectural plans, material requirements and diversity of elevations required by Seller and attached hereto as part of the Contract Documents. Purchaser shall provide a minimum one-year, written home warranty to all buyers of the completed residential unit constructed by Purchaser, which warranty shall be substantially in the form attached hereto as Exhibit E.

SECTION THIRTEEN

PURCHASER'S PAYMENT OF PURCHASE PRICE

Purchaser shall pay Seller for each of the individual lots hereunder the sums as specified hereinafter in sub-paragraph 1, which amount(s) shall be paid by Purchaser in cash or in kind at the time(s) of the formal closings on the sale(s) of the individual new residences constructed on such lots(s) pursuant to the following terms and conditions:

1. The individual purchase prices to be paid by Purchaser to Seller as provided for herein for the 31 lots are as follows, regardless of when such lots are "purchased" (i.e., when Purchaser notifies Seller of Purchaser's election to

proceed hereunder and commence construction on a designated lot(s) by Purchaser:

- a) Purchaser to pay Seller the sum of \$33,000.00 per lot for the first 8 lots purchased by Purchaser from Seller hereunder.
- b) Purchaser to pay Seller the sum of \$35,000.00 per lot for the second 8 lots purchased by Purchaser from Seller hereunder.
- c) Purchaser to pay Seller the sum of \$42,000.00 per lot for the third 8 lots purchased by Purchaser from Seller hereunder.
- d) Purchaser to pay Seller the sum of \$33,714.00 per lot for the final 7 lots purchased by Purchaser from Seller hereunder.

The above recited purchase prices for the 31 individual lots hereunder shall apply regardless of which particular individual lots in the subdivision are purchased, in any order and in any grouping, with those decisions to be at the sole option and discretion of Purchaser in accordance with the other terms and conditions of this Contract.

2. Purchaser shall, at Purchaser's sole cost and expense, begin and complete the construction of two (2) spec residential homes on the property as follows:

(a) Lot 9: one spec residential home to be constructed in accordance with plans and specifications signed and dated by the parties. This home shall be a three- or four-bedroom home, with a minimum of 2,000 square feet, and a minimum final sales price of \$215,000.

(b) Lot 10: one spec residential home to be constructed in accordance with plans and specifications signed and dated by the parties. This home shall be a three- or four-bedroom home, with a minimum of 2,000 square feet, and a minimum final sales price of \$215,000.

Purchaser shall, upon exercising Purchaser's right/obligation hereunder to purchase any given lot(s) hereunder, apply for and pick up all applicable building permits for the homes then to be constructed by Purchaser on such lots, and shall pay to the Seller the total fixed sum of \$1,802.00 per lot as Purchaser's total cost for all such building permits, tap-on and/or connection fees, licenses, all inspections, the water meter and any and all bond(s) that may be required for each lot, with the Seller to pay for any additional costs or expenses for such items for each lot which may exceed said \$1,802.00 amount to be paid by Purchaser. (See Paragraph D in Section EIGHTEEN.) Further, installation of foundations for said two spec residential homes shall commence by Purchaser on or before 20 days after the building permit for the lot(s) is issued; substantial completion of construction of said two spec residential homes shall occur on or before 120 days after commencement of construction as provided for herein; occupancy permits issued by Seller shall be secured and obtained by Purchaser for said two spec residential homes prior to the final closing(s) on the sale of such spec residential homes. Specifically providing, however, that in the event Purchaser's failure to comply with the projected

deadlines and requirements identified in this sub-Section and/or elsewhere contained in this Contract is caused by and/or result from inclement weather conditions, labor strikes or difficulties, material shortages and/or delays in receipt of same, vandalism, fire, flood, government orders or regulations, acts of God and/or any other cause reasonably beyond Purchaser's control, then such deadlines and/or requirements contained herein shall be extended for a reasonable period by reason thereof and Purchaser shall not be in breach or default on account thereof. Purchaser's failure to comply with the deadlines and requirements identified in this subsection shall constitute a default of this agreement and shall entitle Seller to pursue any and all remedies available to it at law, equity, or otherwise, including all rights upon default provided for herein.

3. In the event that at any time during the term of this Contract there shall remain three or more fully completed homes constructed by Purchaser hereunder unsold (i.e., the formal closing on which to the new buyers has not yet taken place) for a period of excess of 120 days from the date of the completion (i.e., the date of issuance of the certificate of occupancy) of such third home, then, at Purchaser's option, Purchaser can, upon notice to Seller, elect not to proceed with any further construction and/or purchases from Seller hereunder until and unless the number of such unsold completed homes shall become two or fewer, at which time Purchaser shall be obligated to proceed hereunder with such additional construction and/or purchases from Seller as are provided for herein.

4. In the event Purchaser shall elect to exercise its right not to proceed further hereunder predicated upon the existence of the "unsold" contingency set forth hereinabove in sub-paragraph 3., and such condition (i.e., the existence of three or more unsold completed homes) extends for a period in excess of 180 days from the date of the completion of such third home, then, after said 180 day period and upon notice to Purchaser by Seller, Seller can then offer for sale in a group(s) not to exceed three individual lots at any one time to each such third party purchaser, any then remaining vacant lots not already purchased by Purchaser hereunder to a outside third party purchaser, upon the same terms and conditions as contained in this Contract, but giving to Purchaser hereunder the "right of first refusal" to purchase any such lot(s) so offered, with Purchaser hereunder to have 30 days from the date on which Purchaser hereunder was notified by Seller of any bona fide third party written offer for such lots within which to exercise Purchaser's "right of first refusal" hereunder.

5. Any such election, either not to proceed further hereunder as provided for hereinabove in sub-paragraph 3. and/or not to exercise its "first right of refusal" as provided for hereinabove in sub-paragraph 4., shall not limit, restrict and/or preclude Purchaser hereunder from otherwise proceeding with further and/or additional purchases hereunder in the event that the said "unsold" contingency

recited hereinabove in sub-paragraph 3. is eliminated and/or waived by Purchaser, or Seller obtains another outside third party buyer in accordance with the terms of sub-paragraph 4. hereinabove to which the "first right of refusal" to Purchaser hereunder will also apply.

SECTION FOURTEEN

STARTING AND COMPLETION DATES

Projected construction dates under this Contract shall be as follows:

A. Subject to the terms and conditions recited hereinabove in Section Thirteen and/or elsewhere in this Contract concerning completion of work, Purchaser shall complete construction of and obtain occupancy permits for, on a lot by lot basis as determined by Purchaser, at least 6 residences in addition to the two spec residential homes provided for in Section Thirteen above, on or before June 1, 2000 or such other date as both parties agree in writing.

B. Subject to the terms and conditions recited hereinabove in Section Thirteen and/or elsewhere in this Contract concerning completion of work, Purchaser shall complete construction of, and obtain occupancy permits for, on a lot by lot basis as determined by Purchaser, an additional 10 residences on or before June 1, 2001 or such other date as both parties agree in writing.

C. Subject to the terms and conditions recited hereinabove in Section Thirteen and/or elsewhere in this Contract concerning completion of work, Purchaser shall complete construction of and obtain occupancy permits for, on a lot by lot basis as determined by Purchaser, the remaining 13 residences on or before June 1, 2002 or such other date as both parties agree in writing.

D. Purchaser shall at all times utilize the services of an Illinois-licensed real estate broker, selected by Purchaser, to assist with the marketing and sale of all residences constructed and sold pursuant hereto. Purchaser shall take all reasonable steps necessary to ensure that said real estate broker uses its best efforts in bringing about and closing the sales of said residences. In further pursuit hereof, Purchaser shall also submit a project marketing plan for the review and approval of the Seller or Seller's staff on or before August 1, 1999. Said marketing plan shall include, but not be limited to, details on the advertising campaign, the responsibilities of the Purchaser's local real estate market representative and any such other provisions as required by Seller. Purchaser's failure to materially and/or substantially comply with any of these terms shall constitute a breach of this Contract.

E. Nothing herein contained is meant to and/or shall be construed to limit and/or restrict the Purchaser from accelerating, at Purchaser's option, the above recited purchase/construction schedule in accordance with the remaining provisions of this Contract.

SECTION FIFTEEN

CONTRACT DOCUMENTS

A. The "contract documents" of this Contract and which are made a part hereof by incorporation by reference are as follows:

(1). This "Vacant Land Sales Contract," with supplementary exhibits and/or riders attached to this Contract, and any revisions and/or amendments thereto made by the parties hereto in the manner provided for herein made after the effective date of this Contract, including but not limited to the blueprints, elevations and material lists; and

(2). The plans and specifications, with addenda attached to such plans and specifications, signed and dated by the parties (said plans and specifications shall include but not be limited to the approved material list signed and dated by the parties, blueprints signed and dated by the parties, that certain 7-sheet Heritage Square design plan issued by the Seller and signed and dated by the parties, and any other plans and specifications signed and dated by the parties); and

(3). Material modifications to the above recited plans, external elevations or construction on special lots (see sub-paragraph (4) immediately hereinafter) which are specifically identified by the parties in writing, in the manner as provided for herein, governing residences not encompassed by the plans and specifications described anywhere herein and made a part hereof shall be subject to the review and approval by a Review Committee composed of the following: Bensenville Village President, one Bensenville Village Trustee selected by Bensenville Village President, one architectural consultant selected by Bensenville Village President, and two builder representatives selected by Purchaser. However, the Purchaser shall have the right to make internal modifications to homes being constructed provided that the change is not a change to a bearing wall and that the change is in accordance with the approved material list. A simple majority vote of said Review Committee shall constitute approval by said Review Committee as required herein.

(4) The five "special lots" upon which "custom" residences are to be built are hereby specified as lot numbers #2, #3, #6, #7 and #14 as indicated on the recorded "Plat of Subdivision" provided for hereinabove in SECTION FOUR.

Purchaser shall have the right to identify and select additional "special lots" upon which "custom" residences are to be built. No construction of any kind shall begin on any "special lot," i.e., on lots 2, 3, 6, 7, 14, and any other lot identified and selected as a "special lot" pursuant to the provisions of this subparagraph, without the plans and specifications for said "special lots" being first reviewed and approved by the Review Committee.

B. The "contract documents" together form the contract for the work described in this Contract. The parties intend that these "contract documents" include all of the rights, duties, obligations and liabilities of the respective parties hereto and the provisions and all terms governing all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the work, and all terms and conditions of payment hereunder.

C. All original/initial "contract documents" are to be separately dated and executed in triplicate by both Seller and Purchaser prior to the commencement of any of the Contract work hereunder. Any and all documents containing any additional, revised and or modified terms, conditions and/or agreement between the parties agreed to by the parties subsequent to the execution by the parties of the original/initial "contract documents" herein must likewise be separately dated and executed in triplicate by both Seller and Purchaser and recite therein that they are being made a part of the original/initial "contract documents" herein by incorporation and reference. Purchaser, by executing the documents, represents that he or she has inspected and is familiar with the work site and the local conditions, codes, ordinances and statutes under which the work is to be performed.

D. Notwithstanding anything herein to the contrary, all construction and any other work performed pursuant to the terms and conditions of this Contract shall be subject to the prior review and approval of the Review Committee in applying the applicable terms and conditions of this Contract to any such work.

SECTION SIXTEEN

CONDITION OF PROPERTY

If, before and/or during the period of construction hereunder by Purchaser, it becomes in the opinion of the Review Committee apparent, determined and/or known that any of the lot(s) hereunder require any further action (excepting such remedial action required as the result of Purchaser introducing material or conditions to the lot(s) in which event such required remedial action shall be the responsibility of Purchaser) (specifically including but not limited to the removal of existing and/or buried concrete debris) and/or remediation arising out of the condition of the land being sold by the Seller hereunder in order to comply with any applicable governmental regulations

pertaining thereto, it shall be the obligation of the Seller to provide any such further action and/or remediation to bring any such lot(s) into compliance with such applicable governmental regulations pertaining thereto, and in the event that the Seller, upon notice to Purchaser, elects not to proceed with any such required action and/or remediation, then the Purchaser shall have no further obligation to proceed with any additional construction on any such lot(s), or, in the alternative, the Purchaser can elect to proceed with any such requisite action and/or remediation for any such lot(s) on the condition that the cost of such action does not exceed 60% of the applicable lot price and then deduct the costs thereof from the amount(s) owed by the Purchaser to the Seller at the time of final closing(s) on the sale of the new residence(s) on any such lot(s) and proceed with construction hereunder. In the event that the cost(s) of any such further action and/or remediation on any given lot exceeds 60% of the applicable lot price, Purchaser shall not proceed with any such requisite action and/or remediation for any such lot(s) without the prior written consent of Seller. Further, in the event that the cost(s) of any such further action and/or remediation on any given lot exceeds 60% of the applicable lot price and Seller consents in writing to Purchaser's request to proceed with any such requisite action and/or remediation for any such lot(s), then the Purchaser can deduct the costs thereof from the amount(s) owed by the Purchaser to the Seller at the time of final closing(s) on the sale of the new residence(s) on any such lot(s), proceed with construction hereunder, and "carry over" any such outstanding costs of remediation and deduct same from the purchase price owed by the Purchaser to the Seller as set forth in Section 13 on any other and/or additional lot(s) hereunder. Seller has provided to Purchaser for Purchaser's reference a "No Further Remediation Letter" issued by the Illinois Environmental Agency for the property governed by this Contract.

SECTION SEVENTEEN

RIGHTS AND RESPONSIBILITIES OF SELLER

A. Access to Work Site for Inspections. Seller shall be given free access to the work site at all reasonable times during its preparation and progress to check on work progress.

B. The Review Committee shall have the authority to reject any work that in the opinion of the Review Committee does not substantially conform to the "contract documents", and, by virtue of such rejection, to stop the work or a portion thereof when such work is rejected by the Review Committee.

C. Seller reserves the right to let other "Contracts" in connection with the development of the lots hereunder, specifically providing that any such

"Contracts" are to be coordinated with the work being done by the Purchaser hereunder and do not duplicate and/or interfere with the proper completion of the Purchaser's work hereunder.

D. It is the responsibility of Seller to provide to Purchaser, concurrent with the execution of this Contract, an itemization and schedule of all the site development improvements to be provided and/or performed by Seller pursuant to this Contract. Seller shall complete, at Seller's cost and expense, and on or before the specified date(s) for completion of such development improvements, all subdivision improvements, buffering, off-site screening and parkway improvements provided for in attached Exhibit G. Purchaser shall not be required to perform further hereunder in the event such development improvements to be provided by Seller are not completed as scheduled (see said Exhibit G) until and unless such development improvements are, in fact, provided and/or completed. If any such development improvements remain incomplete and/or are not provided as scheduled herein for a period in excess of 180 days after the specified completion date(s) for any such improvements recited in said attached Exhibit G (specifically providing, however, that in the event Seller's failure to comply with the said projected deadlines and requirements identified in this sub-section is caused by and/or the result from inclement weather conditions, labor strikes or difficulties, material shortages and/or delays in the receipt of same, vandalism, fire, flood, government orders or regulations, acts of God and/or any other cause reasonably beyond Seller's control, then such deadlines and/or requirements contained herein shall be extended for a reasonable period by reason thereof and Seller shall not be in breach or default on account thereof), then, at Purchaser's option and with notice to Seller, Purchaser can either proceed hereunder pursuant to the terms of this Contract OR, in the alternative, Purchaser can declare Seller to be in breach and default hereunder upon written notice thereof by purchaser to Seller and thereafter avail itself of any remedies provided for herein in the case of such breach and/or default by Seller.

SECTION EIGHTEEN

RESPONSIBILITIES OF PURCHASER

Purchaser's duties in connection with the above-described project are as follows:

A. Responsibility for and Supervision of Construction. Purchaser shall be solely responsible for all construction (except for the development improvements to be provided and/or completed by Seller as recited hereinabove in Section Seventeen D.) under this Contract, including the techniques, sequences, procedures and means, and for coordination of all work. Purchaser

shall supervise and direct the work to the best of its ability and give it all attention necessary for such proper supervision and direction.

B. Discipline and Employment. Purchaser shall maintain at all times discipline among its employees, and purchaser agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he or she was employed.

C. Furnishing of Labor, Materials, etc. Purchaser shall provide and pay for all labor, materials, and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other items and services necessary for the proper completion of work on the project in accordance with the contract documents.

D. Payment of Taxes; Procurement of Licenses, Bonds and Permits. Purchaser shall pay all taxes required by law in connection with Purchaser's work on the project in accordance with this Contract, including sales, use, and similar taxes. Purchaser shall also secure all licenses, surety bonds and/or permits necessary for proper completion of the work hereunder, the costs for same to be paid as set forth hereinabove in SECTION THIRTEEN, sub-paragraph 1.

E. Compliance With Construction Laws and Regulations. Purchaser shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the work under and pursuant to this Contract.

F. Responsibility for Negligence of Employees and Subcontractors. Purchaser assumes full responsibility for acts, negligence or omissions of all of its employees on the project, for those of its subcontractors and their employees, and for those of all other persons doing work under a Contract with Purchaser.

G. Warranty of Fitness of Equipment and Materials. Purchaser represents and warrants to Seller that all equipment and materials used in the work, and made a part of the structures on such work, or placed permanently in connection with such work, will be new unless otherwise specified in the Contract Documents, and be of good quality, free of defects, and in substantial conformance with the contract documents. It is understood and agreed between the parties to this Contract that all non-conforming equipment and materials may be considered defective as provided for herein.

H. Clean-up. Purchaser agrees to keep the work premises and adjoining ways reasonably free of waste material and rubbish caused by its subcontractors. Likewise, Seller agrees to keep its development improvement work premises and adjoining ways reasonably free of waste material and rubbish caused by Seller's subcontractors. Purchaser further agrees to remove all such waste

material and rubbish on termination of the project, together with all of its tools, equipment, machinery, and surplus materials. Purchaser further agrees, on completion of its work at an individual site, to conduct general clean-up operations, including the cleaning of all glass surfaces, paved streets and walks, steps and interior floors and walls.

I. Indemnity and Hold Harmless Agreement. Purchaser and Seller reciprocally agree to indemnify and hold the other, its agents, officers and employees, harmless from and indemnified against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and court costs in case it shall be necessary to file an action arising out of the respective performance of the work in this Contract by Purchaser and Seller, that is (a) for bodily injury, illness, or death, or for property damage, including loss of use, and (b) caused in whole or in part by Purchaser's or Seller's negligent act or omission, or that of their subcontractor(s), or that of anyone employed by them or for whose acts Purchaser's or Seller's subcontractor may be liable. In the event of such actions or claims, the Purchaser, if responsible for any such act or omission, agrees immediately upon the assertion of such action or claim to provide the Seller with a surety bond under such terms and in such amounts satisfactory to the Seller so that the amounts of any potential actions or claims in excess of insurance policy limits wherein the Seller is a named insured are covered to the satisfaction of the Seller. Said surety bond requirement is in addition to, and not in lieu of, any other obligation of the Purchaser hereunder. The parties acknowledge that the Seller as a municipal corporation is "self-insured" and therefore not obligated to provide such surety bond as contemplated by this subsection in the event that the Seller is responsible for any such act or commission as contemplated by this subsection.

K. Safety Precautions and Programs. Purchaser has the duty of providing for and overseeing all safety orders and precautions necessary to the reasonable safety of the work. In this connection, purchaser shall take reasonable precautions for the safety of all employees and other persons whom the work might affect, all work and materials incorporated in the project, and all property and improvements on the construction site and adjacent to the construction site, complying with all applicable laws, ordinances, rules, regulations and orders.

SECTION NINETEEN

TIME OF ESSENCE; EXTENSION OF TIME

A. All times stated in this Contract or in the contract documents are of the essence.

B. The times stated in this Contract or in the contract documents may be extended by a "change order" dated and executed by both parties hereto for such a reasonable time as they may determine when the work in progress is delayed by changes ordered, labor disputes, material shortages, fire, weather delays, transportation delays, injuries or other causes beyond Purchaser's control which justify the delay.

SECTION TWENTY

SUBCONTRACTORS

A. A subcontractor, for the purposes of this Contract, shall be a person whom Purchaser has a direct contract for work at the project site.

B. All contracts between Purchaser and subcontractors shall conform to the provisions of the contract documents, and shall incorporate in them all relevant provisions of this Contract.

SECTION TWENTY-ONE

INSURANCE

A. Purchaser's Liability Insurance. Purchaser agrees to keep in full force and effect at its own expense during the entire period of construction on the project liability insurance as will protect it from claims under workers' compensation and other employee benefit laws, for bodily injury and death, and for property damage that may arise out of work under this Contract, whether directly or indirectly by Purchaser, or directly or indirectly by a subcontractor. The minimum liability limits of such insurance shall not be less than \$1,000,000.00 each occurrence/\$5,000,000.00 aggregate. Such insurance shall include contractual liability insurance applicable to Purchaser's obligations under this Contract. Proof of such insurance shall be filed by Purchaser with Seller within a reasonable time after execution of this Contract and before any work is commenced on the project.

B. Purchaser acknowledges that Seller is self-insured.

SECTION TWENTY-TWO

CORRECTING WORK

When it appears to the Review Committee during the course of construction that any work does not substantially conform to the provisions of the contract documents, Purchaser shall, at the direction of the Review Committee, make

necessary corrections so that such work will so conform, and in addition will correct any defects caused by faulty materials, equipment or quality of performance in the work supervised by it or by a subcontractor, appearing within one year from the date of issuance of a final certificate of occupancy for any such residence so effected, or within such longer period as may be prescribed by law or as may be provided for by applicable special guaranties in the contract documents, if any.

SECTION TWENTY-THREE

WORK CHANGES

- A. Seller reserves the right to propose work changes in the nature of additions, deletions or modifications without invalidating this Contract, and to negotiate with Purchaser the requisite corresponding adjustments in the Contract price and time for completion.
- B. All changes will be authorized by a written "change order" dated and signed by Seller and Purchaser and fully describing therein each such change.
- C. Work shall be changed, and the Contract price and completion time be modified only as set out in the written "change order" dated and signed by both parties hereto as provided for hereinabove. In the absence of any such duly executed "change order," the original Contract terms, prices and/or completion dates shall apply

SECTION TWENTY-FOUR

DEFAULT AND/OR TERMINATION OF CONTRACT

- A. Termination. In the event of any default/breach by either party of any of the material terms of this Contract, including but not limited to purchaser's failure to carry out any material aspect of the construction in substantial accordance with the provisions of the contract documents, the non-breaching party shall have the obligation to so notify the breaching party in writing of the occurrence of any such default/breach. If the breaching party fails to cure or otherwise remedy said default/breach to the satisfaction of the Review Committee pursuant to the terms of this Contract within a reasonable time after the date of said notice of default from the non-breaching party to the breaching party, the non-breaching party may, without further notice, cancel any further work yet to be performed and or provided by the breaching party hereunder and terminate this Contract before the completion date(s) specified in this Contract for any such further work, and without prejudice to any other remedy for default it may have hereunder. Further, if the Contract is terminated by Seller pursuant to the terms of this sub-section as the result of such default/breach committed by Purchaser,

Purchaser agrees to indemnify and hold Seller harmless against any and all claims, losses, damages and expenses, including reasonable attorneys fees and court costs, that may arise therefrom and originate with the eventual purchaser(s) of such new residences separately contracted for by and between Purchaser and such eventual purchaser(s).

B. Upon any such default by Purchaser, Seller may, upon written notice to Purchaser, elect not to terminate this Contract, and in such event Seller may make good the deficiency of which the default consists, and Purchaser agrees to immediately reimburse Seller for all reasonable costs and expenses incurred by Seller thereby upon presentation by Seller to Purchaser of an itemized list of all such costs and expenses and the invoices and or/receipts for same.

C. Default shall include, but not be limited to, the breach by a party of any one or more of the material provisions of this Contract; the insolvency of purchaser as evidenced by the filing of any bankruptcy petition by Purchaser, the filing of any liens or other claims against the property which Purchaser fails to satisfy and/or have removed within a reasonable time after such lien or claim becomes known to Purchaser, or as evidenced in any other manner to indicate Purchaser's insolvency; the abandonment of the project by Purchaser as evidenced by its failure to proceed in a substantial, visible manner with the construction specified pursuant to the terms of this Contract for 30 days or more; or the failure of Purchaser to pay when due any amount due Seller herein.

SECTION TWENTY-FIVE

GOVERNING LAW

It is agreed that this Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

SECTION TWENTY-SIX

ATTORNEYS FEES

In the event that any action is filed by either party hereto to enforce any of the terms and/or conditions of this Contract, then the prevailing party in any such legal action shall be entitled to be reimbursed by the non prevailing party in any such action for the reasonable attorney's fees and/or court costs incurred thereby by the prevailing party in any such action.

SECTION TWENTY-SEVEN

ENTIRE AGREEMENT

This Contract shall constitute the entire Contract between the parties, and any prior understanding or representation of any kind, whether written or oral, preceding the date of this Contract and not herein designated as a Contract Document shall not be binding upon either party except to the extent specifically incorporated in this Contract.

SECTION TWENTY-EIGHT

MODIFICATION OF CONTRACT

Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if evidenced in a writing dated and signed by each party.

SECTION TWENTY-NINE

NOTICES

Any notice provided for or concerning this Contract shall be in writing and be deemed sufficiently given when sent by certified mail, return receipt requested, if sent to the respective address of each party as set forth at the beginning of this Contract or to the attorney for such party as recited immediately hereinafter. Also, notice can also be sent and deemed sufficiently given to or by the parties and/or their said respective attorneys by fax transmission (Monday through Friday, 9 a.m. to 5:00 p.m., excepting federal or state holidays), as evidenced by a copy of the sender's fax transmission journal sheet, if requested.

ATTORNEY FOR SELLER:

Peter Ostling
700 W. Irving Park Road
Bensenville, IL 60106
Fax #: 630-350-0260

ATTORNEY FOR PURCHASER:

Thom Freeman
145 S. Center Street
Bensenville, IL
Fax #: 630-766-0068

SECTION THIRTY

ASSIGNMENT OF RIGHTS

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and written consent of the other party.

SECTION THIRTY-ONE

PARAGRAPH HEADINGS

The titles to the paragraphs of this Contract are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Contract.

SECTION THIRTY-TWO

ASSOCIATION DOCUMENTS

Prior to the first of the closings as contemplated in Section Two hereinabove, Purchaser shall perform and complete all acts necessary to create, establish and maintain in good standing the Heritage Square Homeowners' Association. Further, Purchaser, its successors, assigns, agents, contractors, officers and any other party or entity acting pursuant to direction of Purchaser specifically agree to be bound by and comply with all obligations imposed by the Heritage Square Homeowners Association documents attached hereto as Exhibit C and made a part hereof.

SECTION THIRTY-THREE

REAL ESTATE TRANSFER ACT

Purchaser shall do all things necessary to comply with the Real Estate Transfer Act.

SECTION THIRTY-FOUR

SEVERABILITY

In the event a court of competent jurisdiction declares any part of this Contract unenforceable, only that portion of this Contract so adjudicated shall be stricken, and the remainder of this Contract shall remain in full force and effect.

SECTION THIRTY-FIVE

RUNNING OF BENEFITS

All provisions of this Contract, including the benefits and burdens hereinafter, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties.

This Contract, and all terms herein contained, shall survive the closing of this transaction and specifically shall not merge with the deeds to be conveyed at the individual closings provided for herein.

SECTION THIRTY-SIX

RIGHT OF FIRST REFUSAL TO PURCHASE

If Purchaser or Purchaser's heirs, executors or assigns at any time receive a bona fide offer to purchase an individual lot/residence within this project, and purchaser desires to accept such offer; or should purchaser make a bona fide offer to sell the property or transfer the beneficial interest in any land trust in which the property is held, Purchaser shall give Seller thirty (30) days' notice, in writing, of such offer setting forth the name and address of the proposed purchaser or new beneficiary, with executed copies of all relevant documents, specifically including the amount of the proposed purchase price and all other terms and conditions of such offer. Seller shall then have the first option to purchase the such lot/residence or the beneficial interest which is the subject of the offer by giving written notice to purchaser of its intention to so purchase within said thirty (30) day period at the same price and upon the same terms as any such offer. The provisions of this paragraph shall remain operative each time purchaser desires to accept a bona fide offer to sell each individual lot/residence to a third party. For purposes of this provision, an offer to sell shall include any assignment of beneficial interest if the property is held in trust. This right of first refusal to purchase shall run with the property and shall inure to the benefit of seller and seller's successors and assigns, and shall be binding upon the purchaser and purchaser's successors and assigns.

SECTION THIRTY-SEVEN

DISPUTE RESOLUTION

With the mutual written consent of the parties, any controversy or claim arising out of or relating to this Contract or the breach thereof may be settled by non-binding arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association. In the event that the parties do not and/or cannot agree in writing to such non-binding arbitration, then each party hereto shall have the right to avail itself of any remedy or relief available to it in law or in equity, or as otherwise provided for herein.

IN WITNESS HEREOF, each party to this Contract has caused it to be executed at Bensenville, DuPage County, Illinois on the date indicated below.

EXECUTED AND DATED THIS 15th DAY OF June, 1999.

VILLAGE OF BENSENVILLE

By: 
Village President

Attest: 
Village Clerk

OLSON-HALLBERG, CONSTRUCTION, L.L.C. XB

By: 

Attest/Witness: _____

EXHIBIT A
Legal Description

1084

Exhibit A

legal description

SURVEYOR'S DECLARATION

STATE OF ILLINOIS)

SS

COUNTY OF DUPAGE)

WE, CHRISTOPHER B. BURKE SURVEYING COMPANY, INC. DO HEREBY DECLARE THAT WE HAVE SURVEYED AND RESUBDIVIDED THE PROPERTY DESCRIBED AS FOLLOWS:

PARCEL 1: LOT 14 OF THE PLAT OF GEORGE E. FRANZEN'S SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 10, 1913 AS DOCUMENT 111220, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE SOUTHWEST CORNER OF LOT 14 IN GEORGE E. FRANZEN'S SUBDIVISION OF PART OF SAID SECTION 14; THENCE NORTH ON THE WEST LINE OF SAID SUBDIVISION 649.0 FEET; THENCE WEST ON A LINE WHICH FORMS A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, 280.95 FEET TO THE WEST LINE OF PROPERTY DESCRIBED IN DOCUMENT 363752; THENCE SOUTH ON THE WEST LINE OF SAID PROPERTY, 590.0 FEET TO THE NORTH LINE OF MAIN STREET; THENCE SOUTHEASTERLY ON THE NORTH LINE OF SAID STREET 287.64 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF CHARLES JOHNSON'S PLAT OF SURVEY OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 1, 1956 AS DOCUMENT 822090 LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE WEST LINE OF LOT 1 OF SAID SURVEY 50.00 FEET NORTH OF THE SOUTHWEST CORNER; THENCE NORTH 89 DEGREES 36 MINUTES 41 SECONDS EAST 121.34 FEET; THENCE NORTH 63 DEGREES 25 MINUTES 00 SECONDS EAST 43.04 FEET; THENCE NORTH 62 DEGREES 02 MINUTES 34 SECONDS EAST 79.95 FEET; THENCE NORTH 62 DEGREES 08 MINUTES 26 SECONDS EAST 56.36 FEET TO THE EAST LINE OF LOT 3 OF SAID CHARLES JOHNSON'S PLAT OF SURVEY, ALL IN DUPAGE COUNTY ILLINOIS.

PARCEL 4: THAT PART OF LOT 2 OF FLORENCE CAMPBELL'S ASSESSMENT PLAT OF PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 24, 1985 AS DOCUMENT R85-81430, DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE SOUTH 00 DEGREES 17 MINUTES 20 SECONDS EAST ON THE EAST LINE THEREOF 694.86 FEET TO A SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES 43 MINUTES 40 SECONDS WEST ON A SOUTH LINE OF SAID LOT, 35.0 FEET; THENCE NORTH 02 DEGREES 16 MINUTES 20 SECONDS WEST, 450.0 FEET; THENCE NORTH 20 DEGREES 46 MINUTES 20 SECONDS WEST, 98.0 FEET; THENCE NORTH 54 DEGREES 46 MINUTES 20 SECONDS WEST, 45.49 FEET; THENCE SOUTH 88 DEGREES 32 MINUTES 40 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT, 208.5 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2 WHICH IS 125.0 FEET SOUTHERLY FROM THE NORTHWEST CORNER THEREOF; THENCE NORTH 04 DEGREES 15 MINUTES 00 SECONDS EAST ON SAID WEST LINE, 125.0 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 88 DEGREES 32 MINUTES 40 SECONDS EAST ON SAID NORTH LINE, 320.53 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 5: LOT 2 IN FLORENCE CAMPBELL'S ASSESSMENT PLAT, BEING AN ASSESSMENT PLAT OF PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 1985 AS DOCUMENT R85-81430 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT R89-2366, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PART LYING SOUTH OF THE CENTER OF IRVING PARK BOULEVARD OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT A POINT IN THE NORTH LINE OF SAID SECTION 14, 10.01 CHAINS EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER AND RUNNING THENCE SOUTH 1/2 DEGREE WEST 20.33 CHAINS TO THE CENTER OF THE OLD PLANK ROAD; THENCE NORTH 89 3/4 DEGREES WEST IN THE CENTER OF ROAD, 2.25 CHAINS TO A STAKE AT WELLNER'S NORTHEAST CORNER; THENCE EAST ALONG THE CENTER LINE OF OLD PLANK ROAD, 308.98

2064

NORTHEAST CORNER: THENCE EAST ALONG THE CENTER LINE OF OLD PLANK ROAD, 308.98 FEET TO THE EXTENSION OF THE EAST LINE OF PROPERTY DESCRIBED BY DOCUMENT 565011; THENCE SOUTH 00 DEGREES, 17 MINUTES, 20 SECONDS EAST, 136.70 FEET ALONG SAID EAST LINE FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 17 MINUTES, 20 SECONDS EAST ALONG SAID LINE, 694.86 FEET TO A POINT 235.99 FEET NORTH OF THE SOUTHEAST CORNER OF PROPERTY DESCRIBED BY DOCUMENT 565011; THENCE SOUTH 89 DEGREES, 43 MINUTES, 40 SECONDS WEST, 161.83 FEET; THENCE SOUTH 11 DEGREES, 22 MINUTES, 20 SECONDS WEST, 197.99 FEET TO A POINT 206.69 FEET WEST OF THE SOUTHEAST CORNER OF PROPERTY DESCRIBED BY DOCUMENT 565011, SAID POINT BEING ON THE NORTH LINE OF MAIN STREET; THENCE NORTH 78 DEGREES, 30 MINUTES, 00 SECONDS WEST, 14.0 FEET ALONG SAID NORTH LINE TO A POINT 175.57 FEET EAST OF WELLNER'S EAST LINE; THENCE NORTH 11 DEGREES, 22 MINUTES, 20 SECONDS EAST 146.71 FEET; THENCE NORTH 18 DEGREES, 55 MINUTES, 32 SECONDS WEST, 50.0 FEET; THENCE NORTH 00 DEGREES, 16 MINUTES, 20 SECONDS WEST, 110.00 FEET; THENCE NORTH 06 DEGREES, 00 MINUTES, 06 SECONDS EAST, 130.65 FEET TO A POINT 168.0 FEET EAST OF WELLNER'S EAST LINE AS MEASURED AT RIGHT ANGLES; THENCE NORTH 4 DEGREES, 15 MINUTES, 00 SECONDS EAST PARALLEL WITH WELLNER'S EAST LINE, 94.73 FEET; THENCE NORTH 85 DEGREES, 45 MINUTES 00 SECONDS WEST, 168.00 FEET TO A POINT 486.94 FEET SOUTH 04 DEGREES, 15 MINUTES, 00 SECONDS WEST OF WELLNER'S NORTHEAST CORNER; THENCE NORTH 04 DEGREES, 15 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE, 341.76 FEET TO A POINT ON A LINE PARALLEL WITH THE NORTH SECTION LINE AND 320.53 FEET WEST OF THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES, 32 MINUTES, 40 SECONDS EAST ON SAID LINE, 320.53 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS; EXCEPT THE FOLLOWING DESCRIBED PARCEL: THAT PART OF LOT 2 OF FLORENCE CAMPBELL'S ASSESSMENT PLAT OF PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 24, 1985 AS DOCUMENT R85-81430 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT R89-2366, DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE SOUTH 00 DEGREES, 17 MINUTES, 20 SECONDS EAST ON THE EAST LINE THEREOF 694.86 FEET TO A SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES, 43 MINUTES 40 SECONDS WEST ON A SOUTH LINE OF SAID LOT, 35.0 FEET; THENCE NORTH 02 DEGREES, 16 MINUTES, 20 SECONDS WEST, 450.0 FEET; THENCE NORTH 20 DEGREES, 46 MINUTES, 20 SECONDS WEST, 98.0 FEET; THENCE NORTH 54 DEGREES, 46 MINUTES, 20 SECONDS WEST, 45.49 FEET; THENCE SOUTH 88 DEGREES, 32 MINUTES 40 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT, 208.5 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2 WHICH IS 125.0 FEET SOUTHERLY FROM THE NORTHWEST CORNER THEREOF; THENCE NORTH 04 DEGREES, 15 MINUTES, 00 SECONDS EAST ON SAID WEST LINE 125.0 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 88 DEGREES, 32 MINUTES, 40 SECONDS EAST ON SAID NORTH LINE 320.53 FEET TO THE POINT OF BEGINNING IN DUPAGE COUNTY, ILLINOIS.

PARCEL 6: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM BANK OF WHEATON, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 10, 1952 AND KNOWN AS TRUST NUMBER 605 TO BETTY J. EIDE, DATED OCTOBER 23, 1978 AND RECORDED NOVEMBER 14, 1978 AS DOCUMENT R78-109713, WITH MODIFICATION OF SAID EASEMENT RECORDED AS DOCUMENT R78-121465, FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND: THAT PART LYING SOUTH OF THE CENTER OF IRVING PARK BOULEVARD OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT A POINT IN THE NORTH LINE OF SAID SECTION 14, 10.01 CHAINS EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER AND RUNNING THENCE SOUTH 1/2 DEGREE WEST, 20.33 CHAINS TO THE CENTER OF THE OLD PLANK ROAD; THENCE NORTH 89 3/4 DEGREES WEST IN THE CENTER OF ROAD, 2.25 CHAINS TO A STAKE AT WELLNER'S NORTHEAST CORNER; THENCE SOUTH 4 DEGREES, 15 MINUTES, 00 SECONDS WEST ALONG SAID EAST LINE, 991.30 FEET TO THE NORTH LINE OF MAIN STREET; THENCE SOUTH 78 DEGREES, 30 MINUTES, 00 SECONDS EAST ALONG SAID NORTH LINE, 175.57 FEET TO A POINT 220.69 FEET WEST OF THE SOUTHEAST CORNER OF PROPERTY DESCRIBED BY DOCUMENT 565011 RECORDED MARCH 28, 1949 FOR A POINT OF BEGINNING; THENCE NORTH 11 DEGREES, 22 MINUTES, 20 SECONDS EAST, 146.71 FEET; THENCE NORTH 18 DEGREES, 55 MINUTES, 32 SECONDS WEST, 50.0 FEET; THENCE NORTH 00 DEGREES, 16 MINUTES, 20 SECONDS WEST, 110.0 FEET; THENCE NORTH 06 DEGREES, 00 MINUTES, 06 SECONDS EAST, 130.65 FEET TO A POINT 168.0 FEET EAST OF WELLNER'S EAST LINE (AS MEASURED AT RIGHT ANGLES); THENCE NORTH 4 DEGREES, 15 MINUTES, 00 SECONDS EAST PARALLEL WITH SAID EAST LINE, 94.73 FEET; THENCE NORTH 85 DEGREES, 45 MINUTES, 00 SECONDS WEST, 58.00 FEET TO A POINT 110.0 FEET EAST OF WELLNER'S EAST LINE AS MEASURED AT RIGHT ANGLES; THENCE SOUTH 4 DEGREES, 15 MINUTES, 00 SECONDS WEST PARALLEL WITH SAID EAST LINE, 390.00 FEET; THENCE SOUTH 00 DEGREES, 22 MINUTES, 46 SECONDS EAST, 27.92 FEET; THENCE SOUTH 11 DEGREES, 22 MINUTES, 20 SECONDS WEST, 100.00 FEET TO A POINT 100.66 FEET EAST OF SAID WELLNER'S EAST LINE AS MEASURED ALONG THE NORTH LINE OF MAIN STREET; THENCE SOUTH 78 DEGREES, 30 MINUTES, 00 SECONDS EAST ALONG SAID NORTH LINE, 74.91 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE EAST 15 FEET AND THE WEST 15 FEET THEREOF), IN DUPAGE COUNTY, ILLINOIS.

PARCEL 7: TO BE DETERMINED

~~PARCEL 6: TO BE DETERMINED~~ - Not part of development - to be transferred to "Carcom"

Parcel / lot 7 (landswap property)

ASSESSMENT PLAT

OF

THE NORTH 20 FEET OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP
40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PROPERTY DESCRIBED BY DOCUMENT NUMBER 565011 RECORDED MARCH
28, 1949, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF MAIN STREET HAVING A RIGHT OF WAY OF
66.00 FEET; THENCE NORTH 78 DEGREES 30 MINUTES 00 SECONDS WEST 206.69 FEET AS MEASURED ALONG SAID RIGHT
OF WAY TO THE SOUTHEAST CORNER OF LOT 2 OF FLORENCE CAMPBELL'S ASSESSMENT PLAT RECORDED SEPTEMBER
24, 1985, AS DOCUMENT NUMBER R85-81430; THENCE NORTH 11 DEGREES 22 MINUTES 20 SECONDS EAST 197.99 FEET
ALONG THE EAST LINE OF SAID LOT 2; THENCE NORTH 89 DEGREES 43 MINUTES 40 SECONDS EAST 161.83 FEET TO THE
EAST LINE OF PROPERTY DESCRIBED BY SAID DOCUMENT NUMBER 565011; THENCE SOUTH 00 DEGREES 17 MINUTES
25 SECONDS EAST 235.99 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.
CONTAINING 0.07 ACRES MORE OR LESS.

POINT OF COMMENCE

N89°40'44"E 320.53'

3064

Portion of landswap property - to

PLAT OF SURVEY

become part
of "Circom" property

OF

THAT PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST
OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF LOT 2 OF FLORENCE CAMPBELL'S ASSESSMENT PLAT RECORDED
SEPTEMBER 24, 1985 AS DOCUMENT NUMBER R85-81430, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF MAIN STREET;
THENCE NORTH 78 DEGREES 30 MINUTES 00 SECONDS WEST 14.00 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH
11 DEGREES 22 MINUTES 20 SECONDS EAST 146.71 FEET ALONG THE WESTERLY LINE OF SAID LOT 2; THENCE NORTH 18 DEGREES 49 MIN-
UTES 15 SECONDS WEST 28.83 FEET ALONG SAID WESTERLY LINE; THENCE NORTH 89 DEGREES 43 MINUTES 40 SECONDS EAST 29.15 FEET
TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 11 DEGREES 22 MINUTES 20 SECONDS WEST 177.57 FEET ALONG SAID EAST LINE TO THE
POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS, CONTAINING 0.06 ACRES, MORE OR LESS.



SCALE:

N89°40'44"E 320.53'

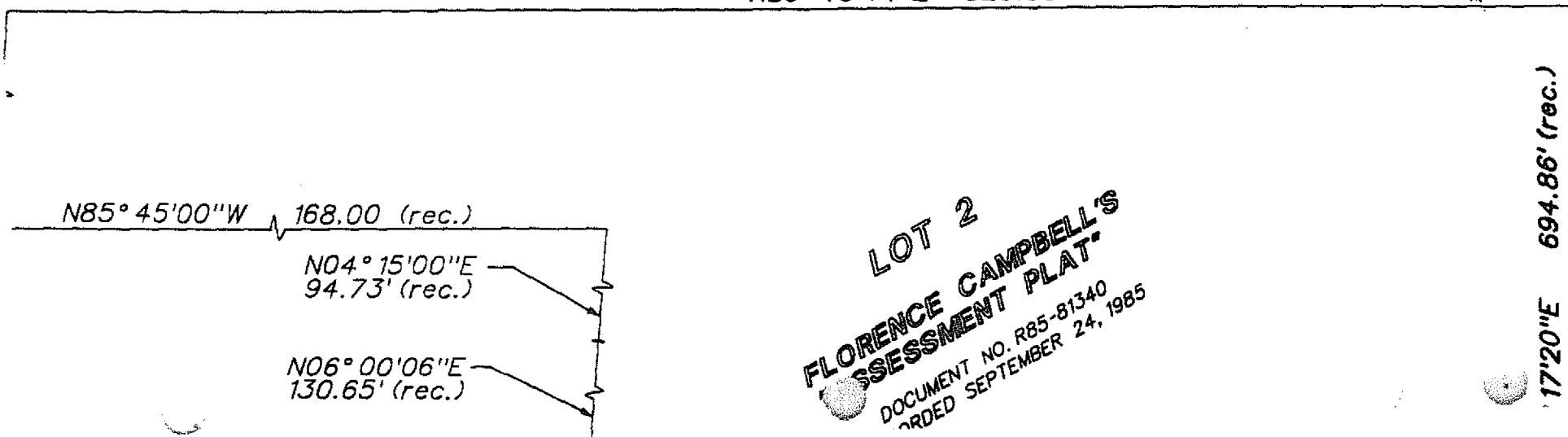


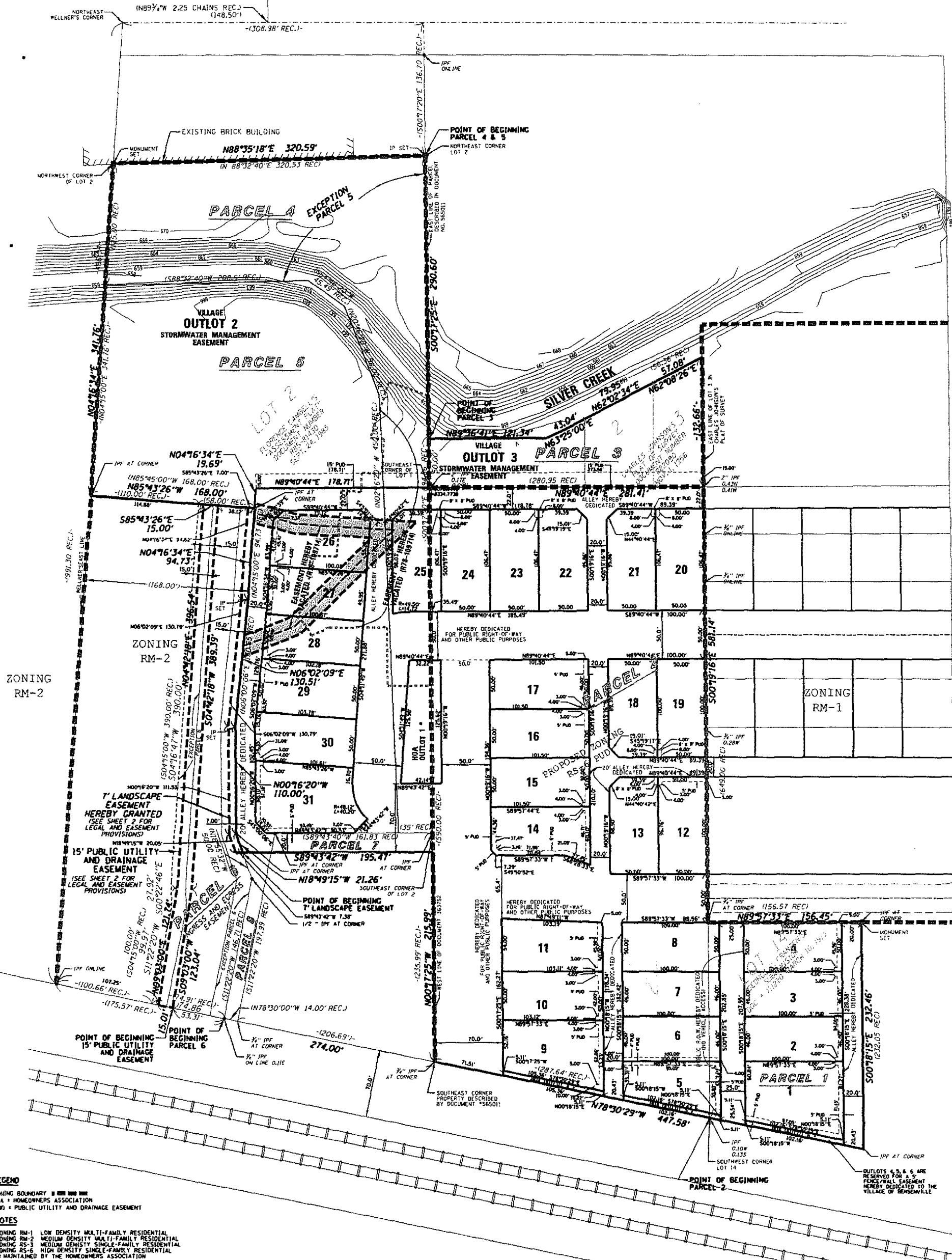
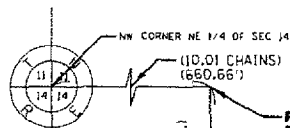
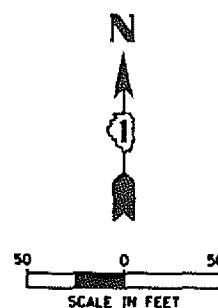
EXHIBIT B

Final Planned Unit Development/Subdivision Plat

**HERITAGE SQUARE SUBDIVISION
PRELIMINARY / FINAL PUD AND
SUBDIVISION PLAT**

03-14-210-026
03-14-210-016
03-14-210-045
03-14-210-038
03-14-210-039

BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST
QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE
11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
DUPAGE COUNTY, ILLINOIS



NOTES

ZONING RM-1 LOW DENSITY MULTI-FAMILY RESIDENTIAL
ZONING RM-2 MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL
ZONING RS-3 MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL
ZONING RS-6 HIGH DENSITY SINGLE-FAMILY RESIDENTIAL
* MAINTAINED BY THE HOMEOWNERS ASSOCIATION

CHRISTOPHER B. BURKE SURVEYING COMPANY, INC.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-2500

PRELIMINARY/FINAL PUD AND SUBDIVISION PLAT

IN
THE VILLAGE OF BENSENVILLE, ILLINOIS
PREPARED FOR
THE VILLAGE OF BENSENVILLE

CALC.	JK	PROJECT NO. 97-400
OWN.	AJK	
CHKD.	JRM	SHEET 1 OF
SCALE:	1"=50'	DRAWING NO.
DATE:	28 MAY 71	97-400-

EXHIBIT C

Homeowners' Declaration/Association Documents

Exhibit C

DECLARATION OF COVENANTS AND RESTRICTIONS FOR
THE HERITAGE SQUARE HOMEOWNERS ASSOCIATION

This Declaration is made this 1st day of June, 1999, by
the Village of Bensenville, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, the Village of Bensenville (hereinafter referred to as "Declarant") is the Owner of the real estate property commonly known as "Heritage Square" and legally described in Article I Section I, and is known as the "Development Tract"; and

WHEREAS, the Declarant desires to develop "Heritage Square" as a residential community; and

WHEREAS, the Declarant desires to preserve the values and amenities in said community by subjecting the property owned by it and described herein to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property; and

WHEREAS, each unit of the "Development Tract" shall be subjected to the covenants, restrictions, conditions, reservations, easements, charges and liens as delineated in this "Declaration" or through an amendment to this "Declaration"; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an association to which should be delegated and assigned the powers of administering and enforcing the covenants, restrictions, easements, charges and liens as delineated in this "Declaration";

NOW THEREFORE, the Declarant declares that the real property described in Article I is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (hereinafter referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. DEVELOPMENT TRACT. The following real property known as "Heritage Square" is the real property which shall be subject to this "Declaration":

LEGAL DESCRIPTION

ARTICLE II
GENERAL PURPOSES

The purpose of this "Declaration" is to provide for a residential community of the highest quality and character for the benefit and convenience of the residents of "Heritage Square".

ARTICLE III
HOMEOWNERS ASSOCIATION

Section 1. CREATION. Prior to the date of the first conveyance of a lot in "Heritage Square", the Declarant shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation to be named "Heritage Square Homeowners' Association" or any name similar thereto (hereinafter referred to as "Homeowners' Association").

Section 2. RESPONSIBILITY. The Homeowners' Association shall be the governing body for all the owners of lots in "Heritage Square" and shall be responsible for the operation, maintenance and repair of the property entrusted to the care of the Homeowners' Association as hereinafter specified. It shall exercise all powers necessary to fulfill its obligation as delineated in this "Declaration", its Articles and its By-Laws.

Section 3. MEMBERSHIP. Every person or entity who is a record owner of a lot in "Heritage Square" shall be a member of the Homeowners' Association irrespective of the inclusion, exclusion, the incorporation by reference, or any specific expression or lack thereof to that effect in the deed or other documents of conveyance. Membership is appurtenant to and shall not be separate from ownership of a lot. Thus, membership shall automatically terminate upon the sale, transfer or other disposition by a member of his ownership of a lot in "Heritage Square", at which time the new lot owner shall automatically become a member of the Homeowners' Association.

If more than one person or entity is the record owner of a lot in "Heritage Square", all such person or entities shall be members.

Each member of the Homeowners' Association shall be bound by and shall observe the terms and provisions of this "Declaration", the Articles of Incorporation and By-Laws of the Homeowners' Association, and the Rules and Regulations promulgated from time to time by the Homeowners' Association or its Board of Directors.

Any person or entity who holds an interest in a lot in "Heritage Square" merely as security for the performance of an obligation shall not be a member of the Homeowners' Association.

Section 4. POWERS AND DUTIES OF THE HOMEOWNERS' ASSOCIATION. The

Homeowners' Association shall be responsible for the operation, maintenance, and repair of the subdivision entrance monuments and landscaping located in rights-of-way and easements in "Heritage Square", and further be responsible for the ownership, maintenance and care of landscape berm and fencing, and all other outlots including detention basins that may be conveyed to the Homeowners' Association in "Heritage Square". The Homeowners' Association shall mow, care for remove rubbish, water and plant grass, shrubs, trees and/or flowers in and upon said rights-of-way, lot and easements, and shall maintain, repair, clean and replace said subdivision entrance monuments, fences and any electrical systems and sprinkling systems for said areas. However, no obstructions can be placed that would impede the flow, storage or drainage of the storm water of any detention or retention basins so owned by the Homeowners' Association.

The Homeowners' Association shall have the right to suspend the voting rights of any member for any period during which any assessment levied by the Homeowners' Association against the member's lot remains unpaid until any such delinquent assessment is paid in full, along with any interest and/or penalties accruing thereto as provided for herein, if any.

Section 5. BOARD OF DIRECTORS. The affairs of the Homeowners' Association shall be managed by a Board of Directors (hereinafter referred to as the "Board").

The members of the Board and the officers thereof shall not be liable to the Homeowners' Association for any mistake of judgment, acts or omissions made in good faith and in a manner he or she reasonably believed to be in, or at least not opposed to, the best interests of the Homeowners' Association. The Homeowners' Association shall indemnify and hold harmless the members of the Board and the officers thereof against all contractual liability to others arising out of "Contracts" so made by them in their capacity as Board Members of the Homeowners' Association.

In the event of any disagreement between any members of the Homeowners' Association relating to the use of or operation of the common property or of any question or interpretation of the application of the provisions of this "Declaration" of the By-Laws of the Homeowners' Association, the determination thereof by the Board shall be final and binding on each and all such members of the Homeowners' Association.

Section 6. CONTRIBUTION OF INSURANCE COVERAGE. The Board of Directors shall obtain insurance coverage for the Common Areas to cover against loss or damage by fire or other hazards. The insurance shall be for the full insurable value (based upon current replacement cost) of the Common Areas, and the insurance premiums shall be a common expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by and the proceeds of such insurance policies shall be payable to the "Heritage Square Homeowners' Association". The insurance coverage shall,

if possible, provide that the insurance as to the interest of the Homeowners' Association shall not be invalidated by any act or neglect of any owners.

The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least thirty days prior written notice by the Insurer to the Homeowners' Association. The insurance policies shall contain waivers or subrogation with respect to the Board, its employees, and agents, owners, members of their household and mortgagees and, if available, shall contain a replacement clause endorsement.

The Board shall also obtain comprehensive public liability insurance including liability for injuries or death to persons and property damage in such limits as it shall deem desirable, and workman's compensation insurance and other liability insurance as it may deem desirable, insuring each owner, the Homeowners' Association, its officers, members of the Board, the Declarant and their respective employees and agents, if any, from liability in connection with the Common Areas and insuring the officers of the Homeowners' Association and members of the Board from liability for good faith action. The premium for such insurance shall be a common expense.

ARTICLE IV
MAINTENANCE ASSESSMENTS
FOR THE HERITAGE SQUARE HOMEOWNERS' ASSOCIATION

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each lot owned by it in "Heritage Square", hereby covenants that each owner of a lot in "Heritage Square" by acceptance of deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other document of conveyance, shall be deemed to covenant and agree to pay the Homeowners' Association regular assessments or charges and special assessments for capital improvements as provided herein. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment fell due.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Homeowners' Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of "Heritage Square" including, but not limited to the operation, maintenance and repair of the subdivision streets, entrance monuments, lighting, fences, landscape easements, landscaping of retention and/or detention areas, and the costs of

insurance.

Section 3. BASIS OF REGULAR ASSESSMENTS. The regular assessment shall be established by a vote of the Board of Directors of the Homeowners' Association, as hereinafter provided, for each calendar year and at the end of that year for each succeeding calendar year. The aforementioned regular assessment shall be due and payable annually on January 1st, but may be collected on a monthly basis prorated throughout the year.

The Board of Directors of the Homeowners' Association may, at any time, and after consideration of current maintenance costs and the projected future needs of the Homeowners' Associations, fix the actual regular assessment for any year at an amount less than that previously set for that year.

The Board of Directors, through proper Board action as provided for herein, may collect from the initial occupant of a home in "Heritage Square" a one time charge of \$ 150.00 to be deposited in the Homeowners' Association's operating reserve account.

Section 4. SPECIAL ASSESSMENTS OR CAPITAL IMPROVEMENTS. In addition to the regular assessments authorized by Section 3 hereof, the Homeowners' Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair, replacement of the subdivision entrance monuments, streets, landscaping or fences, provided that any such special assessment shall have the consent of a majority of all members of the Board of Directors.

Section 5. CHANGE IN BASIS OF REGULAR ASSESSMENTS. Subject to the limitation of Section 3 hereof, and for the periods therein specified, the Homeowners' Association may change the maximum and basis of the regular assessments fixed by Section 3 hereof prospectively for any such annual period provided that any such change shall have the assent of a majority of the vote of the members of the Board of Directors at a meeting duly called for this purpose.

Section 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be the presence in person at the meeting of the Board of Directors, that number of directors having a majority of the total votes that could be cast by the Board. If the required quorum is not forthcoming at any meeting, another meeting may be called, and the required quorum at any such subsequent meeting shall be held not more than sixty days following the preceding meeting.

Section 7. DATE OF COMMENCEMENT OF REGULAR ASSESSMENTS. The regular assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Homeowners'

Association to be the date of commencement.

Section 8. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. Until such time as the initial/first meeting of the voting members of the Association (i.e., lot owners) shall be held and the Board of Directors provided for in this "Declaration" is formed as provided for hereinafter, the Declarant and/or its agent(s) shall hold and perform and facilitate the functions, powers, rights and duties of the Board of Directors provided for herein.

The first annual meeting of the voting unit owners shall be called by the Declarant, upon ten days advance written notice by the Declarant to the unit owners, on the first business day which is 30 days from the date when 75% of the buildable lots comprising "Heritage Square" have been conveyed by the Trustee. Thereafter, there shall be an annual meeting of the voting members on the first Tuesday of October following such initial/first meeting, and on the first Tuesday of October of each succeeding year thereafter, at 7:30 p.m., or at such other reasonable time or date (not more than 30 days before or after such date) as may be designated by written notice of the Board sent to the voting members not less than 10 days prior to the date fixed herein for said meeting.

At the initial/first meeting of the voting members of the Association, said members shall elect, from the unit owners, a Board of Directors, and such Board of Directors should be comprised of an odd number of Directors not less than 3 in number, with such Board members to be elected for a term of one year.

The Board shall have all of the powers and/or duties granted to it or imposed upon it by this "Declaration", its By-Laws and the Illinois General Not-For-Profit Act, including, without limitation, the following powers and duties:

- a. The Board of Directors of the Homeowners' Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty days in advance of such date or period, and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Homeowners' Association and shall be open to inspection by any owner during normal business hours.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Homeowners' Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Homeowners' Association setting forth whether said assessment(s) has been

paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

All funds assessed and collected by the Board shall be held and expended solely for the purposes designated in this "Declaration" and shall be deemed to be held for the benefit, use and account of all of the lot owners.

Each lot owner's membership in the Association shall automatically terminate when he/she ceases to be a lot owner, and upon the transfer of his/her ownership interest, the new lot owner succeeding to such ownership interest shall likewise succeed to such membership in the Homeowners' Association.

- b. To engage the services of a manager or managing agent to assist the Association in performing and providing such services as the Association is required to provide to its members under this "Declaration".
- c. To provide for the designation, hiring, removal and payment of such employees and such other personnel, including attorneys and/or accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Association.
- d. To provide for any maintenance, repair, alteration, addition, improvement or replacement of and/or to any structure, landscaping or other improvement located upon the Common Areas for which the Association is responsible under this "Declaration" or otherwise.
- e. To procure insurance as may be necessary and/or required under this "Declaration" or otherwise.
- f. To estimate and provide each owner with a copy of the annual budget setting forth the Common Expenses.
- g. To assess, collect and pay for the Common Expenses as provided for in this "Declaration".

Section 9. EFFECT OF NON-PAYMENT OF AN ASSESSMENT. If assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection, including reasonable attorney's fees thereof as hereinafter provided, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon the property in the hands of the then

owner, his heirs, devisees, personal representatives, assigns, successors and grantees, and the limitation of the enforcement thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation. If title to a lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners, provided that it shall be subordinate to an Assignment of Rents held by a mortgagee, delivered in connection with a first mortgage loan to purchase the property.

If the assessment is not paid in full within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted by the usury laws of the State of Illinois, and the Homeowners' Association may bring an action at law against the owners personally obligated to pay the same and/or to foreclose the lien against the property, and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court together with all costs of the action. The venue for all actions at law shall be in DuPage County, Illinois. The person in possession shall be authorized to accept summons for the owners of the lot.

In the event that title to any lot is held or conveyed to a land trustee, the beneficiary or beneficiaries shall, upon the demand of the Homeowners' Association, furnish a certified copy of the trust agreement to the Board.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein may at any time be subordinated by the Homeowners' Association by written document executed by its duly authorized officers and shall without any writing be subordinate to the lien of any mortgage placed upon the properties subject to assessments for the purpose of purchasing the subject lot or lots provided, however, that such automatic subordination shall apply to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The owners agree upon accepting title that the lien of the

assessments shall be prior to the homestead rights of the owners since it runs with the land and is in existence before commencement of ownership interests.

Section 11. EXEMPT PROPERTY. The following property subject to this "Declaration" shall be exempt from the assessments, charges, and liens created herein:

- a. all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- b. all property exempted from taxation by the laws of the State of Illinois, upon the terms and to the extent of such legal exemption;
- c. all property or lots owned by the Declarant;
- d. all lots not then improved with a living unit for which an occupancy permit has been issued by the Declarant.

ARTICLE V MAINTENANCE AND REPAIR

Section 1. RESPONSIBILITY OF OWNER. Each owner of a lot in "Heritage Square" shall provide, at his own expense, all of the maintenance, decorating, repairs and replacement on his own lot and keep same in a clean, safe and healthy condition. In the event a lot owner fails to keep his lot in said clean, safe and/or healthy condition, the Homeowners' Association shall do any work necessary to put the lot in such clean, safe and/or healthy condition. The Homeowners' Association shall assess the owner of the lot for the cost of any such work and impose a lien in accordance with Article IV Section 9.

Section 2. RESPONSIBILITY OF HOMEOWNERS' ASSOCIATION. The Homeowners' Association shall be responsible for the operation, maintenance and repair of the subdivision parkways, fences and entrance monuments. The maintenance and landscaping of the subdivision's entrances, cul-de-sac islands, landscape and drainage easements shall also be the responsibility of the Association.

Section 3. LIABILITY FOR DAMAGE TO ASSOCIATION OWNED PROPERTY AND SUBDIVISION ENTRANCE MONUMENTS AND LANDSCAPING. Each lot owner in "Heritage Square" shall be liable for the expense of any maintenance, repair or replacement of any association owned structures, equipment and landscaping, as well as the subdivision entrance monuments, fences and landscaping in "Heritage Square" rendered necessary by his act, neglect or carelessness or by that of any member of his family or his guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds

of insurance carried by the Homeowners' Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

ARTICLE VI
DECLARANT'S RESERVED RIGHTS

Section 1. EASEMENTS. Notwithstanding any provisions contained herein to the contrary, all covenants, restrictions, easements, charges and liens created under this "Declaration" shall be subject to easements of record on the date hereof and any easements which may hereafter be granted by the Declarant.

The Declarant shall have the right to designate and/or grant any and all easements which, in its sole discretion, are deemed necessary for the development of "Heritage Square". Said easements shall include but are not limited to easements over, above or under any part of "Heritage Square" which may be granted to either any public utility, any private utility, or any governmental body, for the installation of electrical service, telephone conduit lines, gas pipes, sewer pipes, water supply system, cable system or a storm drainage system, including storm detention or retention basin serving any lot.

Section 2. GENERAL RIGHTS. The Declarant shall have the right to execute all documents or undertake any actions affecting "Heritage Square" which, in its sole opinion, are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this "Declaration".

ARTICLE VII
COVENANTS AND RESTRICTIONS RELATING TO
HERITAGE SQUARE HOMEOWNERS' ASSOCIATION

Section 1. No lots shall be used for other than residential purposes. No trade, business or commercial enterprise of any type whatsoever shall be permitted or maintained on any of the lots.

Section 2. All dwelling units constructed in "Heritage Square" shall provide a minimum of 2,000 square feet of finished living quarters (specifically not including basement, garage or patio areas).

Section 3. No trailers, boats, tractors, commercial trucks of any type, mobile homes or other vehicles of similar nature are to be parked, stored or left unattended, permanently or temporarily, on any of the lots, except in the garages on the lots; provided, however, that the operable and licensed vehicles (i.e., automobiles, vans, sports utility vehicles, non-commercial trucks and/or motorcycles) being used by the owners, occupants and/or their invitees to the lots for their personal, non-commercial use may

be parked on the owners' driveways and public streets as permitted by law.

Section 4. No bicycles, carriages or other articles shall be stored or left visible on any lot except when in use.

Section 5. No signs of any kind shall be displayed for public view on any lot except a) one sign of not more than two square feet advertising the property for sale or such other dimension approved by the Homeowners' Association and as permitted by local ordinance, and b) any and all signs used by the Declarant in connection with developing and advertising lots of "Heritage Square".

Section 6. No animals, livestock or poultry of any kind shall be raised, bred, kept or boarded on any lot, except that domestic dogs, cats or other domesticated household pets may be kept, subject to the rules and regulations adopted by the Board of Directors from time to time, specifically including but not limited to the number of any such pets per dwelling unit, and provided that they are not kept, bred or maintained for any commercial purpose. No dog kennel(s) and/or kennel(s) of any other type for any other animal(s) shall be kept or maintained on any of the lots, and no household pets of any type whatsoever shall be kept, maintained or housed anywhere on any of the lots except inside the dwelling unit. Any such domesticated pet kept, boarded and/or maintained in violation of the rules and regulations adopted by the Board of Directors or causing or creating a nuisance or unreasonable disturbance shall be permanently removed by the lot owner upon three days written notice to the lot owner by the Board of Directors.

Section 7. No weeds, underbrush or other unkept growths shall be permitted to grow or remain upon any of the lots, and no refuse pile or dangerous, unsafe or unhealthy object shall be allowed to be placed or maintained on any of the lots. Trash, garbage or other waste shall not be kept except in sanitary containers which must be properly maintained. No trash, garbage or other waste containers shall be stored, kept or, maintained anywhere except within the dwelling units or the garages on each of the lots, except on such days as such trash, garbage or other waste materials is to be collected and removed.

Section 8. No drilling or mining operations of any type whatsoever shall be permitted upon or in any of the lots, nor shall any wells, tanks, tunnels, excavations or shafts be permitted upon or in any of the lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the lots.

Section 9. No exterior television antennas, television satellite dishes exceeding one in number and 2' in diameter, radio antennas or lights (except for low voltage landscaping lighting) of any type whatsoever shall be erected or installed or maintained on a residence and/or lot, temporarily or permanently, except such antennas or lights which shall be erected or

installed as approved by the Declarant or the Homeowners' Association and as may be permitted by local ordinance.

Section 10. No above ground swimming pools shall be erected, placed or maintained upon any of the lots. All in-ground pools must be approved by the Declarant.

Section 11. No fences shall be erected on any lot except where required by municipal ordinance in regards to the installation of an in-ground pool. The Board of Directors shall have the final approval or rejection of the height, color and/or material comprising all such fences and all such fences shall be in strict compliance and conformance with all applicable Village codes and/or ordinances.

Section 12. All structures to be erected shall comply with all government regulations, including zoning and building codes, and must receive prior approval by the Board of Directors.

Section 13. There shall be a private easement of ingress and egress for the benefit of the owners and occupants of the lots and their invitees over that portion of the lots where designated on the recorded plat of subdivision for "Heritage Square".

Section 14. All easements created herein shall be subject to all public utility easements heretofore or hereafter granted.

Section 15. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, for profit, not-for-profit or exploration or otherwise, shall be conducted, maintained or permitted upon or within any residence or lot in "Heritage Square".

Section 16. Nothing shall be added to, subtracted from, removed from, altered or constructed in the Common Areas except upon advance written consent from and by the Board of Directors.

ARTICLE VIII AMENDMENTS

Section 1. AMENDMENT. The provisions of this "Declaration" may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by owners having at least sixty-six percent of the total vote and certified by the Secretary of the Board of Directors; provided however, that all lien holders of record have been notified either by personal service or mailing by certified mail of such change, modification or rescission, and an affidavit by said Secretary certifying to same as a part of such instrument.

Section 2. NOTICE OF AMENDMENT. The change, modification or

rescission accomplished under the provisions of the preceding paragraph shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of DuPage County, Illinois.

Section 3. DECLARANT AMENDMENT. The Declarant shall have the right to execute all documents or undertake any actions affecting "Heritage Square" which, in its sole opinion, are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this "Declaration".

The Declarant shall have the right to amend this "Declaration" without complying with Article VIII Section 1 of the Declaration. This right shall cease upon the election of the initial Board of Directors.

ARTICLE IX MUNICIPALITY RIGHTS

Section 1. IN GENERAL. In addition to any rights, powers or easements granted to the Village of Bensenville (hereinafter "Municipality") elsewhere in this "Declaration", the Municipality shall have the rights, powers and easements set forth in this Article. Notwithstanding any other provision of this "Declaration", no part of this Article may be amended without prior approval of such amendment by the Municipality.

Section 2. EASEMENT. An easement is hereby granted to the Municipality to go upon the Common Area for the purpose of providing police and fire protection services and maintaining and repairing those portions of the Common Area which the Municipality shall deem to require maintenance or repair for the purpose of keeping (i) open at all times for the passing of fire, police and other emergency personnel; (ii) the sewer and water main lines functioning and for the intended purpose; (iii) the storm water management facilities functioning for its intended purpose; and (iv) environmental monitoring by the Municipality or its agents. Said easement shall be exercised to the extent that the maintenance or repair is required to accomplish any purpose reasonably related to the right and powers of the Municipality in maintaining, repairing and protecting the property.

Section 3. ARCHITECTURAL REVIEW. The Municipality shall have the right to require further architectural review by the Municipality of all buildings and structures to be erected in "Heritage Square" subsequent to the erection of the original residences. No fences are permitted, except where required by local municipal ordinance in regards to the installation of an in-ground pool or by the Municipality for the preservation of landscaping as may be required by Municipality at site plan approval. No other buildings or structures, nor shall any exterior additions, changes or alterations therein be made prior to written approval by the Municipality. The right of architectural review shall remain with the Municipality notwithstanding

control of the Homeowners' Association having been transferred to the initial Board of Directors. The Municipality shall have the right to assign, designate or relinquish this authority, in whole or part, to the Homeowners' Association at any time. The owner(s) of the lot(s) shall submit the following information to the Board of Directors prior to any construction and/or de-construction upon and/or to such lot owners proposed action:

- a. construction plans and specifications showing the nature, kind, shape, height, materials and color scheme of the building or structure,
- b. a grading plan and survey as engineered, surveyed and drawn by any engineer and/or surveyor specified or approved by the Municipality showing landscape plans, including the location and elevations of any retaining wall and/or tree wells, and materials,
- c. mailbox design.

The Municipality shall have the right to reasonably refuse or approve any such construction it determines is not suitable or desirable for "Heritage Square" based on aesthetic considerations or other factors.

All dwelling units in "Heritage Square" shall conform with the following guidelines:

- a. Site plan, including proposed topography, must be approved by Municipality.
- b. All exterior exposed fireplace chimneys must be approved by the Architectural Committee.
- c. Homes having eaves, soffits, fascia or overhangs of aluminum, vinyl clad metal or composite board siding will be permitted subject to approval of the Architectural Committee.
- d. Roofing materials may be asphalt, cedar shakes, tile, slate or other material approved by the Architectural Committee.
- e. Three car garage homes may be required to have a minimum of a two foot setback for the third garage depending on building design and site layout. Double door garages are discouraged.
- f. Property and construction must conform with all Covenants and Restrictions relating to "Heritage Square" recited herein.

All plans, specifications and other information shall be filed in the office of the Municipality for approval or disapproval. A report in writing

setting forth the decision of the Municipality and the reason therefore shall thereafter be mailed to the applicant by the Municipality within thirty days after the date of filing the plans, specifications and other information by the applicant. In the event the Municipality fails to approve or to disapprove such application with 30 days after the date of filing the plans, specifications and other information, its approval will not be required and this Section will be deemed to be complied with.

Section 4. ASSOCIATION OBLIGATIONS. The Association shall have an obligation to maintain the Common Area including, but not limited to, grass cutting, weed control, mosquito abatement and tree trimming and maintenance, and otherwise keep the Common Area in good operating condition free from accumulation of debris so as to function substantially as contemplated by the plans and specifications approved by the Municipality and to otherwise maintain the Common Area in such a manner as to not be detrimental to the health, safety and welfare of the residents of the Municipality and, in particular, to the residents of the Development.

Section 5. ASSOCIATION IN DEFAULT. In the event that the Association defaults in the performance of any obligation of the Declaration, the Municipality shall have the right (but not the obligation) after thirty (30) days written notice to the Association specifying the nature of such default, to enter upon the Common Area and cause such default to be corrected, either directly or through individual contractors engaged by the Municipality in connection therewith, and all reasonable costs thereof shall be charged to and collected from the Association. The cost of correcting such default shall a lien upon the Common Area affected, superior to all other liens and encumbrances except tax liens provided that within sixty (60) days after such costs and expenses are incurred, the Municipality files notice of lien in the Office of the Recorder of Deeds in DuPage County. The notice of lien shall consist of a sworn statement setting out (i) the description of the real estate sufficient for identification thereof, (ii) the amount of money representing the cost and expense incurred or payable for the service of correcting the default, and (iii) the date or dates when such cost or expense was incurred by the Municipality. The lien of the Municipality shall not, however, be valid as to any mortgagees, judgment creditor or other lien holder whose rights in and to such real estate arise prior to the filing of such notice. Upon payment of the cost and expense by the Association in whose name the lien has been filed, a release shall be delivered by the Municipality to the Association and the release may be filed of record as in the case of filing the notice of lien.

Section 6. INDEMNIFICATION. The Municipality shall not be liable to the Association or any Owner for any claims, damages or other causes of action relating or resulting from action taken by the Municipality made in good faith pursuant to this "Declaration". The Association shall indemnify and hold the Municipality harmless from any claims damages or causes of action made by an owner against the Municipality relating to any good faith

exercise by the Municipality of the rights, powers and easements granted to the Municipality in this "Declaration".

ARTICLE X
PREMISES NOT TO BE LEASED

Notwithstanding any other term or provision of this "Declaration" to the contrary, each Owner hereunder shall occupy and use his/her unit as a residence for said Owner and Owner's Family only. Rental and/or leasing of unit(s), except as may be specifically provided for hereinafter, is prohibited. To meet unusual and/or unforeseen situations and/or to avoid undue hardship or practical difficulties, the Board of Directors shall have sole discretion to grant written permission to an Owner to lease and/or rent his unit to a specified Lessee for a period of not more than three (3) consecutive months. Such written permission from the Board of Directors may be granted by the Board of Directors only upon written application for same by the Owner to the Board of Directors, and the Board of Directors shall thereafter make written response to the Owner to each such application within thirty (30) days of the date of any such written application to the Board made by such Owner.

ARTICLE XI
GENERAL PROVISIONS

Section 1. DURATION. The covenants and restrictions of this "Declaration" shall run with and bind the land so as to insure the owners of the lots in "Heritage Square" full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Homeowners' Association, or the owner of any lots subject to this "Declaration", their respective legal representatives, heirs, successors and assigns, for a term of thirty years from the date this "Declaration" is recorded, after which time these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of two-thirds of the lots have been recorded agreeing to change said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every lot owner at least ninety days in advance of any action taken.

Section 2. NOTICES. Any notice required to be sent to any lot owner under the provisions of this "Declaration" shall be deemed to have been properly sent when sent by certified mail, return receipt requested, postpaid to the last known address of the person who appears as the lot owner on the records of the Homeowners' Association at the time of such mailing. Notices to the Board and/or Association must be sent in like manner to the Board of Directors at 700 W. Irving Park Road, Bensenville, IL 60106 and/or to the Homeowners' Association at 700 W. Irving Park Road, Bensenville,

the land to enforce any lien created by these covenants. Failure by the Declarant, the Homeowners' Association or any owner of a lot in "Heritage Square" to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The prevailing party in any action brought to enforce the provisions of this "Declaration", including litigation expenses, title reports and attorney's fees, shall be paid by the person violating or attempting to violate any covenant or restriction, and any judgment or decree shall provide for payment of these costs.

Section 8. SEVERABILITY. Invalidation of any one of these covenants or restrictions of judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant hereto has hereby affixed its signature(s) this 1st day of June, 1999.

VILLAGE OF BENSENVILLE

BY: [Signature]
Village President

Attest: [Signature]
Village Clerk

Section 3. RIGHTS AND OBLIGATIONS. Each grantee by the acceptance of a deed of conveyance, and each Purchaser under any contract for such deed or other conveyance, accepts the same subject to all covenants, restrictions, easements, charges and liens, and the jurisdiction, rights and powers created by this "Declaration", and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Article or described in any other part of this "Declaration", shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such lot owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 4. LIBERAL CONSTRUCTION. The provisions of this "Declaration" shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a fine community.

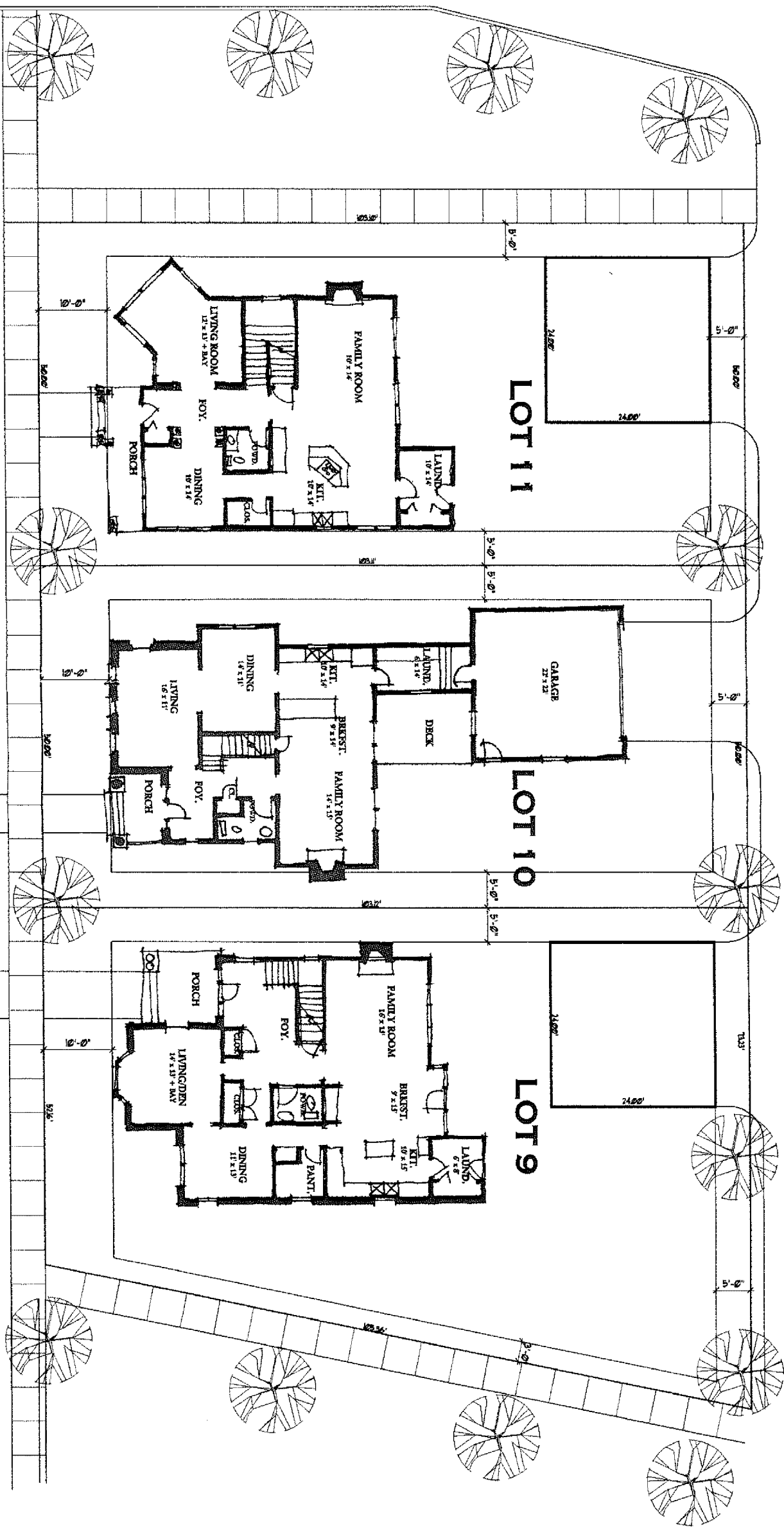
Section 5. DECLARANT TO ABIDE BY THIS "DECLARATION". The Declarant covenants to abide by each and every covenant and restriction set forth herein and agrees that all conveyances shall be subject to this "Declaration" as though each and every provision herein was set forth in each and every deed or document affecting title to its property.

Section 6. LOT OWNERSHIP IN TRUST. In the event title to any lot is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this "Declaration" against such lot ownership. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the lot ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such lot ownership.

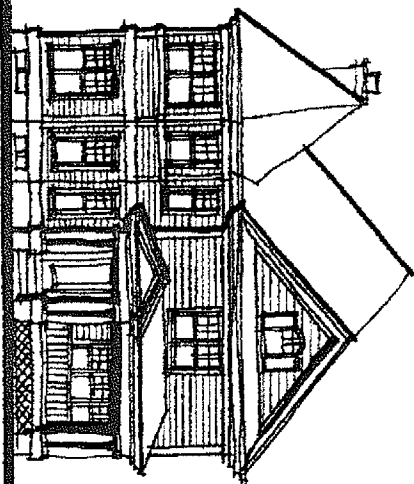
Section 7. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or person violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against

EXHIBIT D

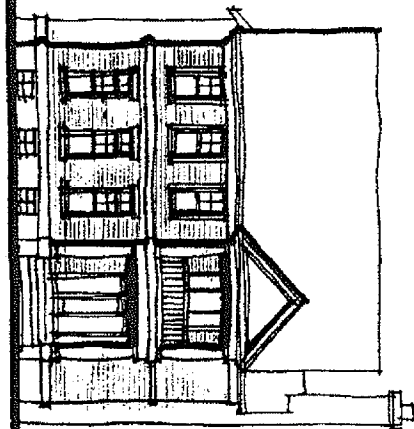
SITE PLAN



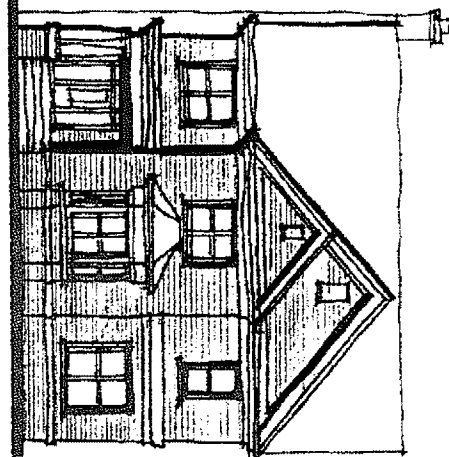
MODEL A



MODEL B



MODEL C



HERITAGE SQUARE · ARCHITECTURE - LOTS 9, 10 & 11

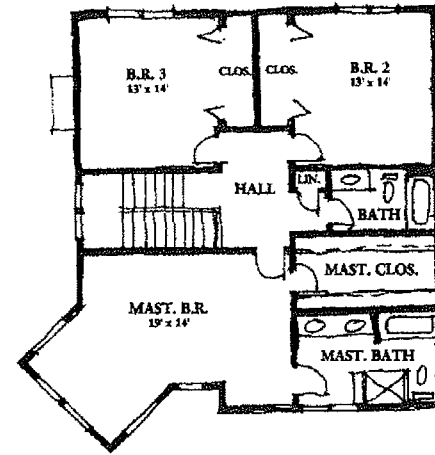
VILLAGE OF BENSENVILLE

SPONSOR: VILLAGE OF BENSENVILLE
700 WEST IRVING PARK ROAD
BENSENVILLE, IL 60106

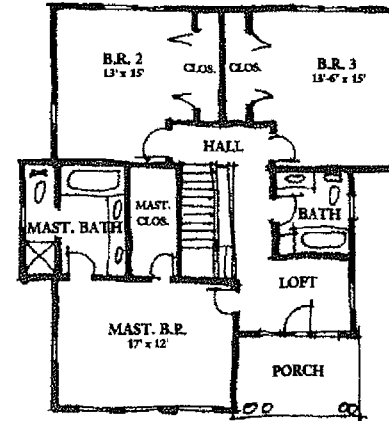
BUILDER: OLSON/HALLBERG BUILDERS
4N211 CALVARY DRIVE
BLOOMINGDALE, IL 60106

ARCHITECT: ALCO ARCHITECTS, LTD.
ST MAIN STREET, SUITE 206
ARLIPS, IL 61074

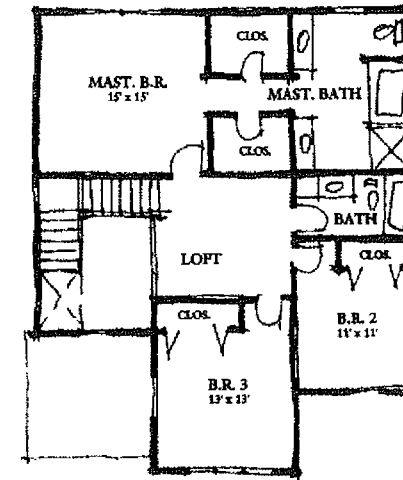
Exhibit D



1250 S.F. 2ND FLOOR

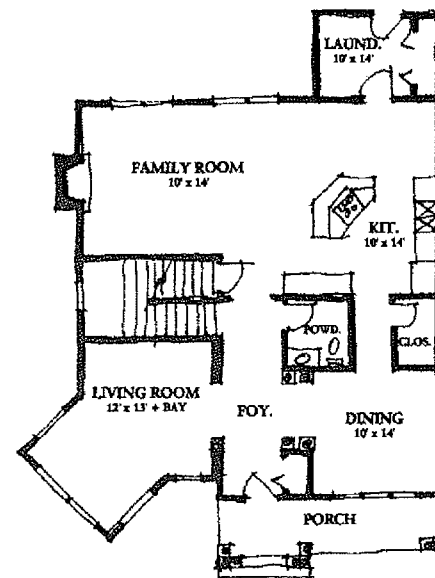


1100 S.F. 2ND FLOOR



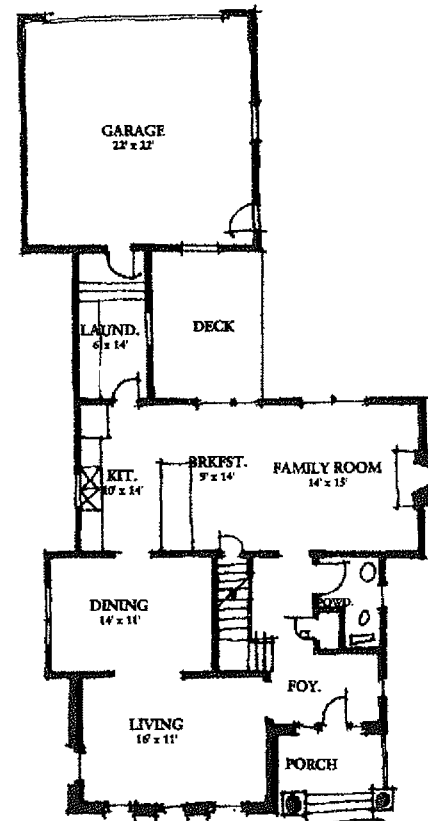
1200 S.F. 2ND FLOOR

SECOND
FLOOR
PLANS



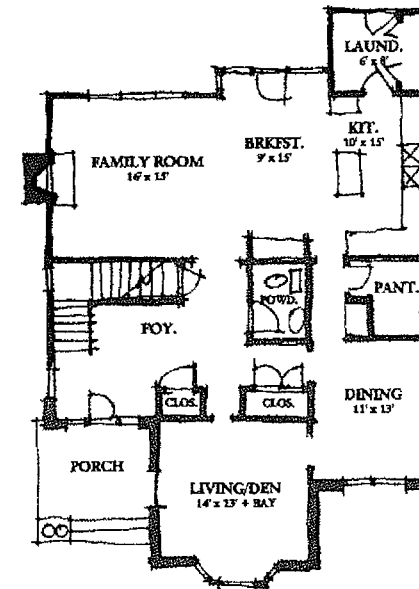
1400 S.F. 1ST FLOOR
2650 S.F. TOTAL

MODEL A - LOT 11



1275 S.F. 1ST FLOOR
2375 S.F. TOTAL

MODEL B - LOT 10



1370 S.F. 1ST FLOOR
2570 S.F. TOTAL

MODEL C - LOT 9

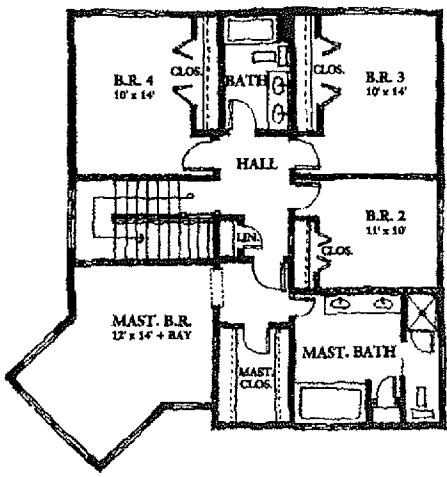
FIRST
FLOOR
PLANS



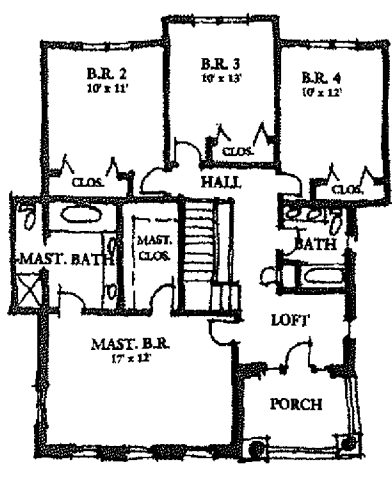
HERITAGE SQUARE • ARCHITECTURE • LOTS 9, 10 & 11
VILLAGE OF BENSENVILLE

SYNOPSIS
VILLAGE OF BENSENVILLE
700 WEST IRVING PARK ROAD
BENSENVILLE, IL 60106
BUILDER
CHACH/HALEBERG BUILDERS
40211 CALVERT DRIVE
BROMMINGDALE, IL 60106
ARCHITECT
MUSCALDO ARCHITECTS, LTD.
116 WEST MAIN STREET, SUITE 206
ST. CHARLES, IL 61074

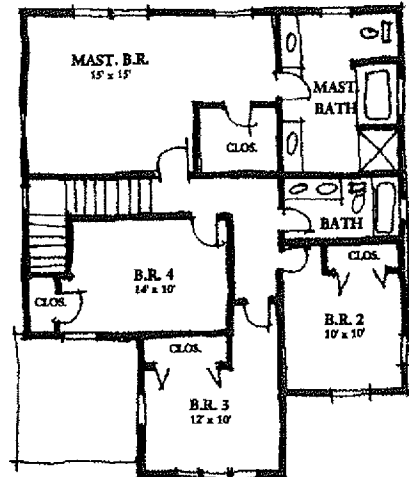
EXHIBIT D



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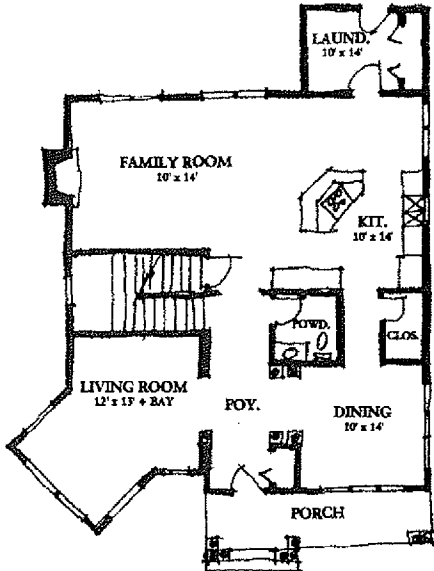


1125 S.F. 2ND FLOOR



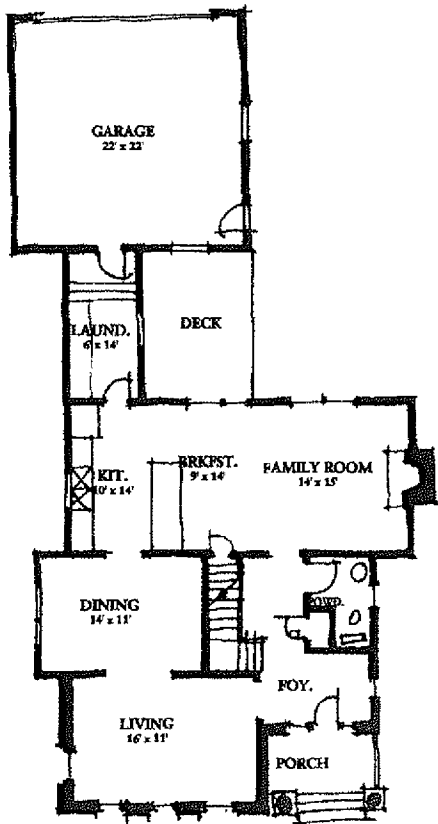
1310 S.F. 2ND FLOOR

SECOND
FLOOR
PLANS
(FOUR BED-
ROOM OPTION)



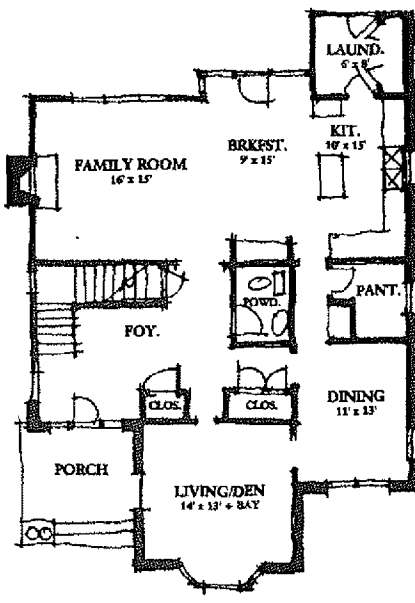
1400 S.F. 1ST FLOOR
2650 S.F. TOTAL

MODEL A - LOT 11



1275 S.F. 1ST FLOOR
2400 S.F. TOTAL

MODEL B - LOT 10



1370 S.F. 1ST FLOOR
2680 S.F. TOTAL

MODEL C - LOT 9

FIRST
FLOOR
PLANS



HERITAGE SQUARE • ARCHITECTURE - LOTS 9, 10 & 11
VILLAGE OF BENSENVILLE

SPONSOR: VILLAGE OF BENSENVILLE
700 WEST LIVING PARK ROAD
BENSENVILLE, IL 60106

BUILDER: OLSON/HALLBERG BUILDERS
49211 CALVARY DRIVE
BLOOMINGDALE, IL 60106

ARCHITECT: MINSICALO ARCHITECTS, LTD.
116 WEST MAIN STREET, SUITE 206
ST. CHARLES, IL 61074

EXHIBIT E
Home Warranty

EXHIBIT E

Certificate of Limited Warranty
Between - Olson Hallberg Construction L.L.C., Seller
And
, Buyer(s)
For new single family residence

This Certificate of Warranty is a part of that certain Construction Agreement entered into by the parties of the even date herewith. In addition to any other rights and privileges which Buyer(s) have under the warranties of the various manufacturer's and others who have performed services in the construction of your new home, there are no other express, oral or implied warranties other than the following:

SELLER WARRANTS THAT for a period of one year from the date of closing, or the date the Buyers are given possession, whichever shall occur first, unless a shorter period is hereinafter specified:

1. Seller shall provide the necessary labor and materials to correct defective workmanship and materials originally furnished by or through the Seller occurring within the time frame as stated from date of closing. Ordinary wear and tear and/or the results of the inherent characteristics of materials are not warranted nor are cosmetic items which have not been pointed out during the pre-closing walk-through inspection with Buyer and Seller.

2. SELLER HEREBY EXPRESSLY LIMITS THE DURATION OF ALL IMPLIED WARRANTIES, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE TO THE PERIOD OF THE EXPRESS WARRANTY, WHICH IS ONE YEAR AFTER CLOSING. SELLER HEREBY EXPRESSLY EXCLUDES ANY IMPLIED OR EXPRESSED WARRANTY OF HABITABILITY. SELLER HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES LIABILITY AND RESPONSIBILITY FOR ALL CONSEQUENTIAL DAMAGES AND/OR LOSSES, OF WHATEVER TYPE, WHICH MAY ARISE FROM OR OUT OF BUYER'S PURCHASE AND USE OF THE HOME. THIS LIMITED WARRANTY SHALL ONLY INURE TO THE BENEFIT OF THE BUYER HEREUNDER, AND SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE PERIOD SET FORTH IN THE HOMEOWNER'S LIMITED WARRANTY OR ONE YEAR FROM DATE OF CLOSING, WHICHEVER IS LEAST IN TIME. APPLIANCES, EQUIPMENT AND FIXTURES WHICH ARE CONSUMER PRODUCTS UNDER THE MAGNUSON MOSS WARRANTY ACT, INCLUDING, BUT NOT LIMITED TO, OVEN, RANGE, DISHWASHER, HEATING UNITS, AND AIR CONDITIONING UNITS, ARE NOT WARRANTED BY THE SELLER, NEITHER EXPRESS OR IMPLIED, IS MADE BY SELLER WITH REGARD TO SUCH PRODUCTS. HOWEVER, SELLER AGREES TO ASSIGN AND DELIVER TO BUYER AT CLOSING THE MANUFACTURER'S SPECIFIC WARRANTY, IF ANY, PERTAINING TO SUCH CONSUMER PRODUCTS.

Notwithstanding anything herein contained to the contrary, any warranties made by Seller to Buyer shall not be binding upon Seller until all monies due Seller have been paid.

3. Seller warrants the roof and roof flashings to be free from leaks and will keep the roof and roof flashings free thereof during said period from leaks except where such conditions are caused by acts or circumstances beyond Sellers control, such as icing or snow damming, which would cause water backup, or owner not cleaning gutters, etc.

4. Seller warrants the plumbing system to be in proper working order and free from defective workmanship and materials. Failures caused by negligence of the Buyer, or failure to keep foreign materials out of the system are excluded.

5. Seller warrants that the heating system has been installed in accordance with good heating practice, and has been designed in accordance with standard heat loss factors so as to maintain a 70 degree temperature at thermostat with a 10 degree temperature outside, 90 degree temperature outside. Any repairs or alterations to the heating or cooling system (re: adding air conditioning, humidifier, air cleaner, etc.) done by others will void this warranty.

6. Seller warrants that the basement be waterproof against free flowing water due to penetration through the walls and or concrete slab floor. This guarantee does not cover dampness, condensation, flash floods, hurricanes or leaks through window wells which are not properly cleaned. Where wet basement conditions covered by this warranty result from ineffective facilities for the disposal of surface or storm drainage water, the warrantor is authorized to take such steps for corrective action as may be considered desirable. This Warranty shall not apply if any person other than the

warrantor or his agent shall make any openings or holes of any kind in the basement walls or floor, or alter or disturb the finished grade adjacent to the house, or elsewhere on the lot if the result is to change the drainage of the ground adjacent to or near the house. See item #9 for warranty of foundation cracks. It is the sole responsibility of the Buyer to instruct their landscaper to maintain all drainage swales or reconstruct swales which have possibly been filled with silt, if owner does not landscape before erosion takes place.

7. Seller warrants the following items against defective materials, and workmanship for a period of 60 days only: hardware, electric switches, outlets, light fixtures and kitchen cabinets. All claims for correction of defects in these items must be filed in writing with us not later than thirty days after closing.

8. Dripping faucets, shut off valves, toilet adjustments 90 day Warranty only.

9. Seller does not warrant against the normal effects of settlement, expansion, contraction, or warping of materials that may occur in walls, floors, ceilings, doors, windows, siding, etc. Nail pops and cracks in the drywall may occur as the results of the natural shrinkage and drying out of the framing materials. If this is excessive, the drywall will be touched up, but the repainting of the touched-up drywall is to be done by owner. Paint will be left on sight for paint touch-up.

10. Smudges in painted surfaces or cracking plastic laminates, paneling, chipping of porcelain in any item of equipment, chipping of tile, torn screens or broken glass, spots or stains in carpeting, readily visible to the human eye, which are not noted for correction at the time of final inspection by the Buyer before closing, are excluded from this warranty. Seller does not warrant against cracking or scaling of the concrete flatwork or the foundation walls. Cracks of the foundation walls, if any, will be repaired only if infiltration of free water exists.

11. This warranty does not cover ordinary wear and tear, neglect or general maintenance connected with home ownership. This warranty terminates if the property is sold, leased or ceases to be occupied by the original Buyer to whom this warranty is issued. Signatures of Buyers hereby acknowledge receipt of and acceptance of this warranty.

12. In no circumstances shall the Seller be responsible for consequential damages to personal property which may result either from warranted defects or certain conditions not covered under this warranty.

13. Any disputes which are unsolvable between Buyer and Seller, under this Certificate of Limited Warranty, or Statement Of Conditions Not Covered By Warranty, will be negotiated by the N.I.H.B.A. arbitration board and their discussions will be the final and only means of recourse.

14. The "Statement Of Certain Conditions Not Covered By Warranty" is attached to and made part of this warranty.

STATEMENT OF CERTAIN CONDITIONS NOT COVERED BY WARRANTY

1. **LUMBER SHRINKAGE:** Because lumber is fibrous (not inert) material, it expands and shrinks in relation to the moisture content of the air. Hundreds of gallons of water used during construction in the masonry, concrete, tile work, painting, soaking of trenches, etc. are absorbed in small amounts by the lumber and millwork. Seller has eliminated additional water by using factory fabricated gypsum wallboard, instead of the old fashioned wet plaster construction. If one moves into a home in the spring, summer, or fall during a period of high humidity, the floors and millwork will be "tight" since some of the moisture from the humid air has been absorbed. During and after the first heating season, you may notice some shrinkage in the flooring and trim and particularly where wood meets a masonry wall (masonry is subject to an unnoticeable amount of shrinkage and swelling). Seller mentions this because it is normal in any house.

Since lumber has a greater coefficient of shrinkage and expansion than gypsum wallboard or masonry to which it is nailed, some small cracks may develop, particularly around door and window openings. Our use of factory fabricated gypsum board has done a great deal to eliminate these cracks, but some cracks may still appear after the heat has been turned on. At the time you repaint any of the rooms, these can be taped and coated by your painter. Occasionally, a small nail head "lump" may be visible under paint. Any lumps that appear should be set and coated by your painter at the time of repainting.

Shrinkage of floor joists under bathrooms may cause a small crack in the cement grout joint between wall tile and top edge of tub or top of shower base or where base meets floor. After the end of the first heating season, the home owner should grout again with material readily available at any hardware store.

Joist shrinkage under kitchens may reveal a small unpainted area behind the kitchen countertops. This can be caulked up and painted at the time you repaint your kitchen walls. Joist shrinkage in other rooms may show an opening beneath the baseboard. You may wish to cover such cracks with base shoe molding.

Joist shrinkage and normal settlement may cause some doors to "bind" or rub. Wood doors and latch hardware are subject to some movement so that sticking may occur or door latches will not catch. These are normal in any house and can be remedied by planing door edges and adjusting door hardware. The panels of interior colonial doors may shrink or crack, revealing a small margin of unfinished wood. This is normal and cannot be prevented, but can easily be corrected when redecorating or staining around shrunk panels with a cotton swab.

Exterior doors (especially wood doors) may warp slightly, particularly during the winter when the inside surface is warm and the outside surface is cold. Exterior doors are weather-stripped to minimize air passage in the event of warping.

Cedar siding and trim has inherent material characteristics such as warping or cupping, checking, cracking, color variance and knot holes which are not warranted.

2. **CONDENSATION:** If you move into your house prior to having the furnace on for one heating season, you may see some condensation on the lower level floors, usually in the basement. This is caused by moisture laden air striking a cold wall or floor surface on hot, humid days. The basement foundation of your home is backfilled with clay from the excavation. This backfill tends to retain minute air voids until all settlement occurs and lawn takes hold. Although drain tile is installed around all basement foundations, these air voids may permit the collection of water next to the foundation and produce minor amounts of dampness in the basement corners the first year. This condition will disappear as settlement of backfill is completed.

3. **HEATING AND COOLING:** In the first winter and summer, you may find that certain rooms are too warm and others are not warm enough. You may adjust the air flow by regulating the dampers on the floor registers. Two-story homes have individual trunk lines for the first and second floors with individual dampers near the furnace. These should be adjusted before each heating and cooling season. A greater volume of air to the second floor is required during the cooling season.

4. **HUMIDIFIER:** Over the years, Seller has received reports regarding too much moisture both on the windows and attic, due to the humidistat set too high. For proper use of the humidifier, if included in your home, make sure you set the setting daily, taking into consideration the outside temperature and wind chill factor.

5. **APPLIANCES:** Any kitchen appliances purchased through Seller will be carefully installed. As with any piece of equipment, defects may occasionally arise when the appliances are first used. All appliances are purchased with factory

warranties. Names and telephone numbers of appliance service departments will be supplied to owner at closing so they may contact them directly should any problems arise.

6. **RESILIENT FLOORS:** Resilient floor materials conform precisely to the form of the concrete floor or plywood underlayment underneath. Seller trowels the concrete floor as smooth as possible and provides a smooth plywood or concrete surface for materials on the family room, foyer, and kitchen floors. However, it is not possible to obtain a slick surface on either of these materials so that some slight bumps or depressions may be noticeable as floors shrink or move as they are used. Kitchen plywood underlayment for example, being subject to some slight shrinkage, may open up a tiny crack at the joints which may be noticeable.

7. **CONCRETE SLABS AND MORTAR JOINTS:** You may notice cracks in concrete slabs. Such cracks are due to shrinkage or expansion in the concrete. Your concrete slabs are carefully constructed under as controlled conditions as reasonably possible, utilizing the best plant mixed materials. Such cracks do not affect the structural soundness of the wall or flatwork. Seller's warranty does not cover cracks in the concrete. You are cautioned not to permit your moving van or other heavy vehicles to drive on any driveway. Such use is very apt to cause cracking. Although exterior concrete has been sealed one should not use salt or other de-icing materials since this can cause scaling. De-icing compounds picked up from city streets and carried onto drives or garage floors by auto traffic in winter may also cause scaling or spalling. Occasional washing down of these areas during thaw periods will minimize this damage. Scaling or spalling is not warranted.

8. **BACKFILL:** You may notice some depressions in backfill or trenches outside the house and beside the concrete walls. This will vary depending on the depth and width of trenches, the type and moisture condition of soil used for backfill. In the event of such settling of backfills and trenches, you may wish to fill in the depressions with dirt. This is normal settlement not included in our warranty.

9. **DRAINAGE:** The grading of your lot is designed to provide drainage for other areas as well. Should you install sod, fences, gardens, walks, patios, etc. you must insure that drainage of surrounding property is not adversely affected. The builder will not be held responsible for drainage or infiltration due to grade changes due to the above, nor will he supply any dirt needed because of these alterations.

10. **OUTSIDE HOSE BIB:** Frost proof hose bibs are used to supply water for outside use. These valves extend into the warm areas of the house. Do not leave hoses attached to hose bibs in the fall. Early frost will cause freezing and rupture the hose bib pipe.

11. **COUNTERTOPS:** Formica or its equal is used to cover certain kitchen countertops and vanities. These materials are very hard and durable. However, they must be protected from scratches and cuts by sharp objects. Use only mild cleanser and water when cleaning as harsh abrasives will remove the gloss. Though the countertop is resistant to temperatures up to 275 degree F, do not place hot utensils from the stove on the surfaces, as this will burn the top. Cultured marble tops are vulnerable to scratches, chipping and staining. Extreme care must be taken in use and care of such tops.

12. **CAULKING:** Caulk cracking is mainly due to the movement of the materials that have been caulked. Re-caulking is a home owner's responsibility, as it is a never ending chore for the proper maintenance of your home.

13. **DECORATING:** Stained wood cabinets, paneling, doors, and wood trim all have variations in wood grain color. These variations are natural and cannot be controlled, as they will absorb stain to various degrees. Also, due to the vast variation in temperature and moisture in this area as well as the great differences in wood, Seller cannot warranty exterior paint from fading or peeling. Seller has tried our best not to paint in conditions which will encourage paint peeling, but even after doing most reasonable things possible, you could have some peeling of paint. If this happens, the owner is to wait for a warm dry day to touch up these areas with paint which the Seller has left on the job purposely for this reason.

14. **ROOFING:** Wind and storm damage occurring after closing is not warranted.

ICE DAMS: Where roof gutters are used on house, sudden freezing of any water standing in these gutters may create the build up of an ice dam. Subsequent melting and freezing on the roof side of this ice dam can cause leakage underneath the shingles or in valleys and damage to interior walls. It is important that you inspect for this condition as often as possible, and also at all times, keep your gutters cleaned out. Seller is not responsible for any damage of this type.

15. Where a separate contract exists between Buyer and a particular subcontractor covering any phase of additional construction or extra work, Seller has no responsibility of warranty in the area of the separate work.

16. The seller does not warrant the life of any vegetation or trees, if any, on this lot.

SERVICE REQUEST PROCEDURE: Your home will be inspected by our superintendent both independently and in conjunction with you and will be turned over to you in satisfactory condition. Should any problems arise other than those of an emergency nature between the delivery inspection and the first thirty (30) days, please list the items in writing and call our office for a thirty day inspection appointment. If any item comes up between this thirty day period and the end of six months, which are under the warranty, repeat the same procedure as the end of 180 days. Only items of an emergency nature will be accepted if not submitted at the thirty day or six month period. Any item submitted after the six month period, but prior to one year will be handled in the same manner as for thirty days or six months.

All service requests as under warranty, received by Olson Hallberg Construction L.L.C. will be checked out with the Buyer by a representative of Olson Hallberg Construction L.L.C. within thirty of SCHEDULED written notice unless of emergency nature which will be handled as soon as possible.

Under no circumstances shall any warranty work be performed should any outstanding balance be due Olson Hallberg Construction L.L.C.

Signature of the undersigned Buyers hereby acknowledges receipt of and acceptance of this warranty.

Date: _____

Buyer(s): _____

EXHIBIT F
7-Sheet Heritage Square Design Plan

ORDINANCE NO. 44-2001

AN ORDINANCE authorizing the execution of a redevelopment agreement relating to the Grand/York Redevelopment Project Area

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the "*Act*"), the President and Board of Trustees (the "*Corporate Authorities*") of the Village of Bensenville, DuPage and Cook Counties, Illinois, (the "*Village*") have heretofore determined that it is advisable and in the best interests of the Village and certain affected taxing districts that the Village approve a redevelopment plan (the "*Redevelopment Plan*") and project (the "*Project*") for and designate a redevelopment project area to be known as the Grand/York Redevelopment Project Area (the "*Redevelopment Project Area*") and that the Village adopt tax increment allocation financing for the Redevelopment Project Area; and

WHEREAS, by ordinances adopted on the 3rd day of July, 2001, the Corporate Authorities have heretofore approved the Redevelopment Plan and the Project, have designated the Redevelopment Project Area, and have adopted tax increment allocation financing therefor, all as provided by and in compliance with the provisions of the Tax Increment Allocation Redevelopment Act, as amended (the "*Act*"); and

WHEREAS, the Corporate Authorities have heretofore and it hereby is determined that it is advisable, necessary and in the best interests of the Village that the Corporate Authorities authorize the execution of a redevelopment agreement (the "*Agreement*") by and between the Village and Dominick's Finer Foods and/or its affiliates, (the "*Developer*"), and relating to the development of real property located in the Redevelopment Project Area:

NOW THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

Section 1. Preambles Incorporated. The preambles hereto be, and the same hereby are, incorporated into this Ordinance by this reference as if set out in this Section in full.

Section 2. Form of Agreement Approved. The Redevelopment Agreement is hereby approved in substantially the form attached hereto as EXHIBIT A and incorporated herein by this reference.

Section 3. Execution of Agreement Authorized. The President, Clerk, Deputy Clerk, Treasurer or Manager of the Village, or successors or assigns, or any of them acting together, be, and the same hereby are, authorized to execute the Agreement with the Developer in the form herein approved with such insertions, revisions and additions as they shall deem reasonably necessary, such execution thereof by such officers to constitute complete ratification and approval of the Agreement as executed with no further official action whatsoever of the Corporate Authorities.

Section 4. Supersedes; Effective Date. All ordinances, resolutions, motions or orders in

conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.
This Ordinance shall be effective upon its adoption.

PASSED: this 7th day of August, 2001.

APPROVED: this 7th day of August, 2001.



John C. Geils, Village President

ATTEST:



Roxanne L. Mitchell, Village Clerk

AYES: Basso, Caira, Kervin, Tralewski, Walberg

NAYS: None

ABSENT: Mandziara

EXHIBIT A
Form of Redevelopment Agreement

REDEVELOPMENT AGREEMENT

By and Between

THE VILLAGE OF BENSENVILLE, ILLINOIS,

an Illinois municipal corporation

and

DOMINICK'S FINER FOODS, INC.

**REDEVELOPMENT AGREEMENT – DOMINICK’S FINER FOODS, INC.
AND THE VILLAGE OF BENSENVILLE**

This Redevelopment Agreement (this “Agreement”) is made as of this 30 day of November, 2001, by and between the Village of Bensenville, an Illinois municipal corporation (the “Village”), and Dominick’s Finer Foods, Inc., a Delaware corporation (the “Developer”).

RECITALS

A. Statutory Authority: The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the “Act”), to finance projects that institute conservation measures through the use of tax increment allocation financing for redevelopment projects. Further, the Village is authorized to carry out the terms of this Agreement pursuant to various other provisions of Illinois law, including those related to intergovernmental cooperation, sales tax abatements and various other Illinois statutes authorizing the Village to act.

B. Village Authority: In accordance with the Act, the Village held and conducted a public hearing with respect to the Redevelopment Plan (as hereinafter defined) at a meeting of the Village President and the Village Board (the “Corporate Authorities”) on June 19, 2001. The Corporate Authorities of the Village, after giving all notices required by law and after conducting all public hearings required by law, and to institute conservation measures and induce redevelopment within the Redevelopment Area (hereinafter defined) pursuant to the Act, the Corporate Authorities introduced and finally adopted the following ordinances on July 3, 2001: (1) “An Ordinance of the Village of Bensenville, Illinois, DuPage and Cook Counties, Illinois Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Village of Bensenville Tax Increment Financing District #7 Grand/York Tax Increment Financing Redevelopment Project Area”; (2) “An Ordinance of the Village of Bensenville, Illinois, DuPage and Cook Counties, Illinois, Designating the Village of Bensenville Tax Increment Financing District #7 Grand/York Tax Increment Financing Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act”; and (3) “An Ordinance of the Village of Bensenville, Illinois, DuPage and Cook Counties, Illinois Adopting Tax Increment Allocation Financing for the Village of Bensenville Tax Increment Financing District #7 Grand/York Tax Increment Financing Redevelopment Project Area” (the “TIF Adoption Ordinance”; all of said ordinances, collectively, the “TIF Ordinances”).

C. The Redevelopment Project: Developer desires, subject to the availability of financing, including the availability of tax increment financing pursuant to the Act, to commence activities on the Redevelopment Area and thereby improve the Redevelopment Area and create and install infrastructure and other improvements, including, but not limited to, the redevelopment of a 65,000 square foot Dominick’s “Fresh Store” retail grocery store (hereinafter the “Redevelopment Project”), as may be necessary to serve the Redevelopment Area and support demand in the Village for such services.

D. Project Feasibility: Developer has indicated to the Village, and the Corporate Authorities have found, that but for the availability of public financing (including tax increment financing), the Project is not feasible.

E. Public Benefit: The Village has determined that the Project would be of significant benefit to the people of the Village and thus represents a development that would be appropriate to support with public revenues and has completed studies as set forth in the Act.

F. Consistent with Village Goals: The proposed Project is consistent with the Village's goals and objectives of encouraging construction of quality retail development in the Village.

G. Redevelopment Plan: The Redevelopment Project will be carried out in accordance with this Agreement and the Village of Bensenville Tax Increment Financing District #7 Grand/York Tax Increment Financing Redevelopment Plan and Project in Bensenville, Illinois (the "Redevelopment Plan"), approved by the Corporate Authorities on July 3, 2001, on file with the Village. The parties acknowledge that the Redevelopment Project conforms to the Redevelopment Plan and carries out its goals as set forth therein.

H. Village Financing: In order to achieve the objectives of the Redevelopment Plan, the Village agrees to provide certain financing as set forth in Section 3 hereof, which financing is acceptable to developer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1

INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated into this Agreement by reference.

SECTION 2

DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Legal Opinion" shall mean the opinion from counsel issued in accordance with Section 3 hereof.

"Letter of Credit" shall mean that letter of credit issued in accordance with Section 3 hereof.

"Redevelopment Area" shall be the land legally described upon Exhibit A-2 and depicted upon Exhibit A-1.

"Redevelopment Project" shall have the meaning set forth in the Recitals hereof.

"Term of the Agreement" shall mean the period of time commencing on the date hereof and ending upon the payment to Developer of the principal sum of \$1,700,000.00 and the Village and Developer having each complied with all of their respective covenants and obligations under this Agreement and the Letter of Credit.

SECTION 3

FINANCING

3.01 Village Obligation. Village shall, upon execution of this Agreement, tender to Developer a valid and binding, fully executed letter of credit expiring not earlier than May 31, 2007 in the original principal amount of One Million Seven Hundred Thousand Dollars (\$1,700,000) (the "Letter of Credit"), in the form and substance as attached hereto as Exhibit B, for purposes of funding certain costs incurred by Developer under this Agreement. Developer's ability to draw upon the Letter of Credit shall be contingent upon the opening to the public for retail transactions (the "Opening") of the reconstructed Dominick's "Fresh Store" retail grocery store. Upon Opening, Developer may present to the issuer of the letter of credit ("Issuer") one or more sight drafts ("Sight Drafts") in accordance with the form prescribed by the Letter of Credit certifying that (i) in the initial Sight Draft only, the Opening has occurred in accordance with the terms of the Agreement; and (ii) the sum of the Sight Draft is equal to the expenditure by Developer of eligible project costs as defined by the Act, which may include interest cost subsidies ("Eligible Project Costs"). Upon presentation of a Sight Draft, Issuer shall tender to Developer such sums requested in the Sight Draft subject to the following payment schedule: 1) if the Sight Draft is tendered by Developer prior to May 31, 2002, Developer shall be entitled to and Issuer shall tender to Developer amounts in the aggregate not to exceed the principal sum of One Million Four Hundred Thousand Dollars (\$1,400,000); 2) after May 31, 2002, Developer shall be immediately entitled to and upon proper presentment of a Sight Draft, Issuer shall tender to Developer amounts necessary to pay the remaining outstanding Eligible Project Costs up to the total maximum aggregate amount of One Million Seven Hundred Thousand Dollars (\$1,700,000).

3.02 Legal Opinions. Simultaneous with the delivery of the Letter of Credit, the Village shall deliver to Developer an opinion from bond counsel, in the form attached as Exhibit D hereto, opining as to the validity and enforceability of this Agreement, and an opinion from Issuer's counsel in the form attached as Exhibit E hereto, which opinions are made a material part of this Agreement.

SECTION 4

COVENANTS/REPRESENTATION OF DEVELOPER

4.01 Sales Taxes. Developer agrees to tender to the Village a power of attorney authorizing the Illinois Department of Revenue ("DOR") to release to the Village the aggregate sales tax figures for the Dominick's retail store located within the Redevelopment Area.

4.02 Construction of Redevelopment Project. Developer agrees to construct and open a Dominick's "Fresh Store" as part of the Redevelopment Project in the Redevelopment Area in accordance with the Site Plan as approved by the Village, attached as Exhibit C, which shall in all events be adequate and appropriate to construct and operate the retail development to be constructed by Developer.

4.03 Developer's Lease. Developer represents that it has entered into a lease for the Dominick's store located in the Redevelopment Area for a term of 20 years, with 6 potential extensions of 5 years each.

4.04 Survival of Covenants. All warranties, representations, and covenants of Developer contained in this Section 4 or elsewhere in this Agreement and its exhibits shall be true, accurate, and complete on the date of this Agreement and shall be in effect throughout the term of the Agreement.

SECTION 5

COVENANTS/REPRESENTATIONS/WARRANTIES OF VILLAGE

5.01 General. The Village represents, warrants and covenants that:

(a) Power. The Village has the right, power and authority to enter into, execute and deliver this Agreement and all exhibits hereto, including the Letter of Credit and to perform its obligations hereunder.

(b) Due Authorization. The execution, delivery and performance by the Village of this Agreement and all exhibits hereto, including the Letter of Credit has been duly authorized by all necessary actions and will not violate any applicable provision of law or constitute a breach of, a default under, or require any consent under any agreement to which it is a party, or under any law by which it is bound and does not require the consent of any other governmental authority.

(c) No Litigation. Except as has been disclosed in writing to Developer, there are no actions or proceedings before any court, governmental commission, board, bureau or any other administrative agency pending or, to the knowledge of the Village, threatened or affecting the Village that would impair its ability to perform under this Agreement and its exhibits.

(d) Zoning. The current zoning of the Redevelopment Area is consistent with the Redevelopment Project, permits the uses as contemplated by this Agreement and is consistent with the Village's Comprehensive Plan.

(e) County Filings. The Village has filed the TIF Ordinances with the County of DuPage.

(f) Reporting Requirements. The Village will comply with all reporting requirements of the Act and all sources of funding shall comply with the Act and shall be in accordance with Generally Accepted Accounting Principles.

(g) Approvals/Permits. The Village agrees to expeditiously process any required Village permits that are needed for the Redevelopment Project and to assist Developer in the completion and receipt of any permits, licenses, approvals or other requirements of other governmental bodies.

5.02 Survival of Covenants. All warranties, representations, and covenants of the Village contained in this Section 5 or elsewhere in this Agreement and its exhibits shall be true, accurate, and complete on the date of this Agreement and shall be in effect throughout the term of the Agreement.

5.03 Successors and Assigns. The agreements, undertakings, rights, benefits and privileges set forth in this Agreement and its exhibits shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives, including, without limitation, successor Corporate Authorities of the Village and Developer's successors and assigns.

SECTION 6

DEFAULT AND REMEDIES

6.01 Remedies. Upon the occurrence of a default hereunder, either party hereto may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy against a defaulting party, including, but not limited to, injunctive relief or the specific performance of the agreements contained herein.

SECTION 7

NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the address set forth below by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the Village:

Village of Bensenville, Illinois
700 W. Irving Park Road
Bensenville, IL 60106
Attention: Peter W. Ostling
Phone: 630-350-3402
Fax: 630-350-0260

If to Developer:

Dominick's Finer Foods, Inc.
711 Jorie Blvd., MS-4000
Oak Brook, IL 60523-2246
Attention: Cheri A. Dolan
Phone: 630-891-5724
Fax: 630-891-5720

and

Safeway, Inc.,
Real Estate Law Division
5918 Stoneridge Mall Road
Pleasanton, CA 94588-3229
Phone: 925-467-3000
Fax: 925-467-3224

With a copy to:

Vedder, Price, Kaufman & Kammholz
222 N. LaSalle Street
Chicago, IL 60601
Attention: Donna J. Pugh
Phone: 312-609-7609
Fax: 312-609-5005

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 8

MISCELLANEOUS

8.01 Amendment. Except as provided herein, this Agreement and the Exhibits attached hereto may not be amended without the prior written consent of the parties or their successors in interest.

8.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

8.03 Further Assurances. Developer and the Village each agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

8.04 Waiver. Waiver by the Village or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the Village or Developer in writing.

8.05 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

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

8.07 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held void or invalid by a court of competent jurisdiction, such holding shall not affect the other provisions of this Agreement which, can be given effect without the invalid or void provision and to this effect the provisions of this Agreement are severable.

8.08 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

8.09 Binding Effect. This Agreement shall be binding upon Developer, the Village and their respective successors and assigns and shall inure to the benefit of Developer, the Village and their respective successors and assigns. Nothing herein shall in any way prevent the alienation, sublease or assignment of the Redevelopment Project, or any portion thereof, by Developer.

8.10 Time of Essence. Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

8.11 Recordation of Agreement. The parties agree to execute and deliver the original of this Agreement or a Memorandum thereof in proper form for recording in the appropriate governmental records.

8.12 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

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

DOMINICK'S FINER FOODS, INC., a
Delaware corporation

By: Wendee Mitchell
Assistant Vice President

By: Linda S. MacDonald
Assistant Secretary

VILLAGE OF BENSENVILLE, ILLINOIS,
an Illinois municipal corporation

By: [Signature]
Its: PRESIDENT

LIST OF EXHIBITS

- Exhibit A-1 Map of the Redevelopment Area
- Exhibit A-2 Legal Description of the Redevelopment Area
- Exhibit B Letter of Credit
- Exhibit C Site Plan
- Exhibit D Legal Opinion of Bond Counsel
- Exhibit E Legal Opinion of Issuer's Counsel

EXHIBIT A-1

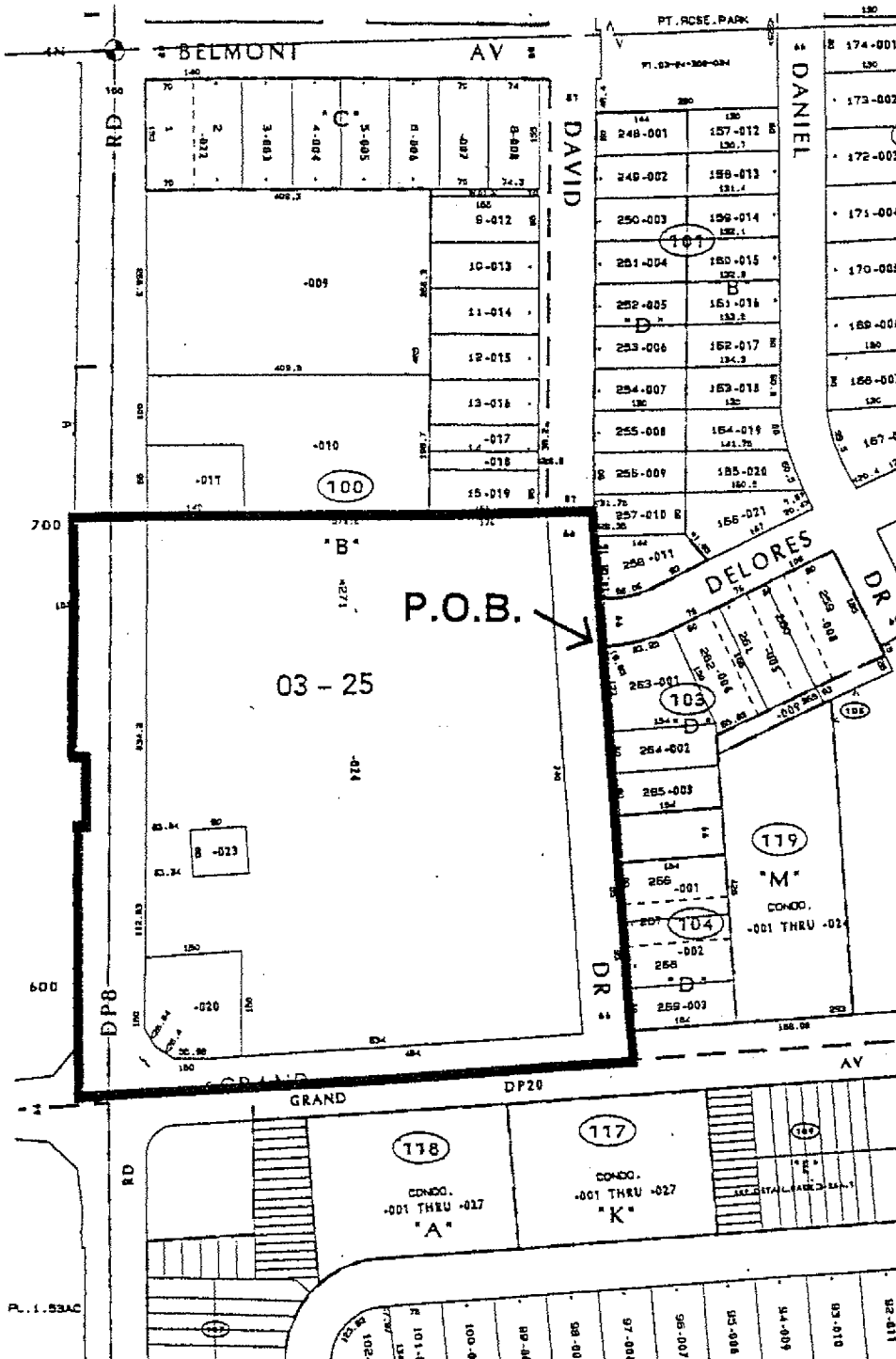
MAP OF THE REDEVELOPMENT AREA

LEGEND



AREA BOUNDARY

P.O.B. = LEGAL DESCRIPTION
POINT OF BEGINNING



N. T. S.



EXHIBIT A-2

LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 263 IN CANTRELL'S RESUBDIVISION OF LOTS 248 TO 269, A RESUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NUMBER 835958, SAID NORTHWEST CORNER BEING ALSO THE POINT OF INTERSECTION OF THE EAST LINE OF DAVID DRIVE WITH THE SOUTH LINE OF DELORES DRIVE;

THENCE SOUTH ALONG THE EAST LINE OF SAID DAVID DRIVE AND ALONG THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 589.00 FEET, MORE OR LESS, TO THE CENTER LINE OF GRAND AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF GRAND AVENUE AND ALONG THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 734.00 FEET, MORE OR LESS, TO A LINE PERPENDICULAR TO SAID WESTERLY EXTENSION OF GRAND AVENUE, SAID LINE HAVING A SOUTHERLY TERMINUS ON SAID WESTERLY EXTENSION AND A NORTHERLY TERMINUS AT THE SOUTHERLY MOST, SOUTHEAST CORNER OF LOT 18 IN THE ADDISON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 5, A PLAT OF PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NO. 465944, SAID SOUTHEAST CORNER OF LOT 18 BEING 148.69 FEET, MORE OR LESS, EAST OF THE SOUTHWEST CORNER OF SAID LOT 18;

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 18 IN THE ADDISON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 5, A DISTANCE OF 48.04 FEET, TO THE EASTERLY MOST, SOUTHEAST CORNER OF SAID LOT 18;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 18 IN THE ADDISON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 5, A DISTANCE OF 56.07 FEET TO AN ANGLE POINT IN THE EASTERLY LINE OF SAID LOT 18, SAID EASTERLY LINE OF LOT 18 BEING ALSO THE WESTERLY LINE OF YORK ROAD;

THENCE CONTINUING NORTH ALONG THE EAST LINE OF LOT 18 AND

ALONG THE EAST LINE OF LOTS 17 AND 16, ALL IN THE ADDISON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 5, SAID EAST LINE OF LOTS 18, 17 AND 16 BEING ALSO THE WEST LINE OF YORK ROAD, A DISTANCE OF 265.67 FEET, MORE OR LESS, TO THE SOUTH LINE OF LOT 15 IN SAID ADDISON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 5;

THENCE EAST ALONG SAID SOUTH LINE OF LOT 15 IN THE ADDISON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 5, A DISTANCE OF 5.00 FEET, MORE OR LESS, TO THE EAST LINE OF SAID LOT 15, SAID EAST LINE OF LOT 15 BEING ALSO THE WEST LINE OF YORK ROAD;

THENCE NORTH ALONG SAID EAST LINE OF LOT 15, A DISTANCE OF 100.00 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID LOT 15;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 15 IN THE ADDISON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 5, A DISTANCE OF 20.00 FEET, MORE OR LESS, TO THE EAST LINE OF LOT 14 IN SAID ADDISON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 5, SAID EAST LINE OF LOT 14 BEING ALSO THE WEST LINE OF YORK ROAD;

THENCE NORTH ALONG SAID WEST LINE OF YORK ROAD, A DISTANCE OF 400.00 FEET, MORE OR LESS, TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 15 IN CANTRELL BROTHERS RESUBDIVISION, A RESUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NO. 909040;

THENCE EAST ALONG SAID WESTERLY EXTENSION, AND THE SOUTH LINE OF AFORESAID LOT 15 IN CANTRELL BROTHERS RESUBDIVISION AND ALONG THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 745.80 FEET, MORE OR LESS, TO THE EAST LINE OF DAVID DRIVE;

THENCE SOUTH ALONG SAID EAST LINE OF DAVID DRIVE, A DISTANCE OF 155.50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

CONTAINING 570,153 SQUARE FEET (13.08891 ACRES) OF LAND, MORE OR LESS.

EXHIBIT B

LETTER OF CREDIT

DRAFT

Royal American Bank
1604 Colonial Parkway
Inverness, Illinois 60067-4725
Attention: _____

IRREVOCABLE NON-TRANSFERABLE LETTER OF CREDIT

August _____, 2001

U.S. \$1,700,000.00

No. _____

Dominick's Finer Foods, Inc.
711 Jorie Boulevard, MS-4000
Oak Brook, Illinois 60523-2246

Attention: Cheri A. Dolan

**Re: Redevelopment Agreement dated August _____, 2001
 by and between Dominick's Finer Foods, Inc. and
 the Village of Bensenville, an Illinois municipal corporation**

Ladies and Gentlemen:

1. Royal American Bank (hereinafter referred to as the "Issuer") hereby establishes in favor of Dominick's Finer Foods, Inc. (hereinafter referred to as the "Beneficiary") our Irrevocable Non-Transferable Letter of Credit No. _____ (the "Letter of Credit") for the account of the Village of Bensenville, an Illinois municipal corporation (hereinafter referred to as the "Customer").

2. This Letter of Credit is in the aggregate maximum stated amount of \$1,700,000.00 (the "Stated Amount"), which Stated Amount or part thereof is available for payment of your draft(s) at sight drawn upon the Issuer at such time or times on or before May 31, 2007 (the "Expiration Date") in the following amounts: (a) ~~if a sight draft(s) is submitted by the Beneficiary prior to May 31, 2002, up to an~~ Beneficiary may not draw more than the aggregate of \$1,400,000.00; and (b) ~~if a sight draft(s) is submitted on or after May 31, 2002,~~ Beneficiary may draw the remainder of the Stated Amount up to a maximum aggregate of \$1,700,000.00, which maximum aggregate shall include all amounts previously drawn by sight draft(s) submitted prior to May 31, 2002.

3. Upon the Expiration Date, this Letter of Credit shall automatically terminate regardless of whether the original of this Letter of Credit has been returned. The Beneficiary shall promptly return this Letter of Credit to the Issuer subsequent to the Expiration Date.

4. Funds under this Letter of Credit are available to the Beneficiary against presentation

DRAFT

Dominick's Finer Foods, Inc.

August 28, 2001

Page 2

of one or more sight drafts, in the form of Exhibit A hereto, appropriately completed and purportedly signed by a person who certifies that he or she is a duly authorized officer of the Beneficiary. The sight draft provided for herein upon a final drawing must be accompanied by the original of this Letter of Credit, which must be delivered by the Beneficiary to the Issuer at Royal American Bank, 1604 Colonial Parkway, Inverness, Illinois 60067-4725, Attention: _____ (Telephone: (847) 202-8300 / Facsimile: (847) 202-8476) (or to such other address or person as we may specify from time to time in writing); provided that prior to the presentation of any such request to us, the Beneficiary shall give telephonic notice to Issuer, Attention: _____ (or to such other address or person as we may specify from time to time in writing), of the Beneficiary's intention to present such request and the date and approximate time such request is to be presented; provided, however, that the failure to provide such telephonic notice shall not preclude us from paying a draft hereunder. Multiple sight drafts may be submitted hereunder in accordance with the terms hereof. Upon payment of a sight draft under this Letter of Credit, the Stated Amount shall be automatically reduced by an amount equal to the amount of such payment.

5. This Letter of Credit and all drafts drawn under and in compliance with the terms hereof will be duly honored on sight if presented on or before the Expiration Date. Payments of conforming drafts presented under this Letter of Credit on or before 10:00 a.m. (Chicago, Illinois time) on any Business Day (as hereinafter defined) shall be made by the Issuer at or before noon (Chicago, Illinois time) on the same Business Day or, in the case of presentation after 10:00 a.m. (Chicago, Illinois time), on the next succeeding Business Day at or before 10:00 a.m. (Chicago, Illinois time). "Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which banks in the City of Chicago are authorized or required by law to close or (iii) a day on which the New York Stock Exchange is closed.

6. Upon payment as provided in Paragraph 5 hereof of the amount specified in a sight draft(s) submitted hereunder, the Bank shall be fully discharged of its obligation under this Letter of Credit with respect to such sight draft(s) and the Bank shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such sight draft(s). By honoring any sight draft(s) in accordance with this Letter of Credit, the Bank makes no representation as to the correctness of the amount demanded by any such sight draft(s) or of the calculations and representations of the Beneficiary required by this Letter of Credit.

7. We undertake that all drafts drawn and presented herein will be duly honored by us. This Letter of Credit shall remain in effect without regard to any default in payments of any sum owed to the Issuer by Customer and without regard to any other claim which the Issuer may have against Customer.

8. Issuer represents and warrants to Beneficiary that this Letter of Credit is issued in accordance and in compliance with any and all applicable laws, rules and regulations, and Issuer

DRAFT

further represents and warrants to Beneficiary that it has the full power and authority to issue this Letter of Credit.

9. This Letter of Credit is transferable in its entirety (but not in part) to any transferee who has succeeded to the Beneficiary as the "Developer" under the Redevelopment Agreement dated August _____, 2001 by and between the Beneficiary and the Customer. Transfer of this Letter of Credit to such transferee shall be effected by presentation to ~~us~~ Issuer of this original Letter of Credit and all amendments related thereto accompanied by the duly completed transfer form attached hereto as Exhibit B. ~~We~~ Issuer will then endorse the reverse of this Letter of Credit and forward it to the transferee with ~~our~~ Issuer's customary notice of transfer.

10. Communications with respect to this Letter of Credit shall be addressed to us at Royal American Bank, 1604 Colonial Parkway, Inverness, Illinois 60067-4725, Attention: _____ (or to such other address or person as we may specify from time to time in writing), specifically referring to the number of this Letter of Credit.

11. This Letter of Credit shall be governed by, and construed in accordance with the terms of the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500 (the "Uniform Customs"). As to matters not governed by the Uniform Customs, this Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois, including the Uniform Commercial Code of the State of Illinois, as adopted and in effect from time to time.

Very truly yours,

ROYAL AMERICAN BANK

By: _____
Print Name: _____
Title: _____

Attest:

By: _____
Print Name: _____
Title: _____

DRAFT

----- REVISION LIST -----

The bracketed numbers refer to the Page and Paragraph for the start of the paragraph in both the old and the new documents.

- [1:18 1:18] Changed "(a) if a sight ... Beneficiary prior" to "(a) prior"
- [1:18 1:18] Changed "up to an " to "Beneficiary ... than the "
- [1:18 1:18] Changed "\$1,400,000.00, ... submitted on" to "\$1,400,000.00; and (b) on"
- [1:18 1:18] Changed "after May ... a maximum" to "after May ... a maximum"
- [3:1 3:1] Changed "us " to "Issuer "
- [3:1 3:1] Changed "We " to "Issuer "
- [3:1 3:1] Changed "our " to "Issuer's "

This redlined draft, generated by CompareRite (TM) - The Instant Redliner, shows the differences between -

original document : S:\ROYAL-AM\BENSENVL\LOC-V3
and revised document: S:\ROYAL-AM\BENSENVL\LOC-V4

CompareRite found 8 change(s) in the text

Deletions appear as Strikethrough text
Additions appear as Double Underline text

SITE PLAN



USE	ACRES	REQUIREMENTS	SPACE REQUIRED
PERMANENT OFFICE	30.000 S.F.	1000 S.F. PER 100 S.F.	3000 S.F. SPACES
RESTAURANT	1.000 S.F.	1000 S.F. PER 100 S.F.	1000 S.F. SPACES
PIZZA SHOP	3.218 S.F.	1000 S.F. PER 100 S.F.	3218 S.F. SPACES
BAR	1.000 S.F.	1000 S.F. PER 100 S.F.	1000 S.F. SPACES
WINEBAR	10.720 S.F.	1000 S.F. PER 100 S.F.	10720 S.F. SPACES
WINE TASTING HALL	1.000 S.F.	1000 S.F. PER 100 S.F.	1000 S.F. SPACES
PIZZA/DRINK SHOP	8.557 S.F.	1000 S.F. PER 100 S.F.	8557 S.F. SPACES
WHEATY STATION	2.818 S.F.	1000 S.F. PER 100 S.F.	2818 S.F. SPACES
CLOAK	2.200 S.F.	1000 S.F. PER 100 S.F.	2200 S.F. SPACES
WHEATY, MEAT, SHOP	10.440 S.F.	1000 S.F. PER 100 S.F.	10440 S.F. SPACES
WHEATY, MEAT, SHOP	1.000 S.F.	1000 S.F. PER 100 S.F.	1000 S.F. SPACES
TOTAL WAREHOUSE SPACE	60.537 S.F.	1000 S.F. PER 100 S.F.	60537 S.F. SPACES
WHEATY, MEAT, SHOP	1.000 S.F.	1000 S.F. PER 100 S.F.	1000 S.F. SPACES
TOTAL BAY	66.54 S.F.	1000 S.F. PER 100 S.F.	6654 S.F. SPACES
WHEATY, MEAT, SHOP	1.000 S.F.	1000 S.F. PER 100 S.F.	1000 S.F. SPACES
TOTAL PLANTERS	10.000 S.F.	1000 S.F. PER 100 S.F.	10000 S.F. SPACES

PROPOSED SITE DATA
 CATCHES (10000) 0-5 10000

ITEM	QTY	REQUIREMENTS	SPACE REQUIRED
RETAIL	6,000 S/F		
STORAGE	1,000 S/F		
ADMINISTRATIVE	1,000 S/F		
STORAGE/STOCK ROOM	8,000 S/F		
WAREHOUSE	8,000 S/F		
CLEANING	500 S/F		
STREET VEHICLE STORAGE	200 S/F		
STORAGE OFFICE	1,000 S/F		
STORAGE BUILDING	5,000 S/F		
RESTAURANT	3,000 S/F		
TOTAL	31,000 S/F	SPACE PER 200 S/F	200 S/F
STREET VEHICLE STORAGE	200 S/F	SPACE PER 200 S/F	100 S/F
TOTAL	31,200 S/F	SPACE PER 200 S/F	200 S/F
TOTAL VEHICLE PROVIDED			100 S/F



SITE PLAN FOR P.U.D. AMENDMENT
TO BRENTWOOD SHOPPING CENTER

[illegible]

EXHIBIT D
LEGAL OPINION OF BOND COUNSEL

]PROPOSED FORM OF OPINION]

[LETTERHEAD OF CHAPMAN AND CUTLER]

DRAFT

October __, 2001

Village of Bensenville,
DuPage and Cook Counties, Illinois

Dominick's Finer Foods, Inc.
Oak Brook, Illinois

Ladies and Gentlemen:

We have acted as Special Counsel to the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*"), in connection with the execution by the Village of that certain Redevelopment Agreement dated October __, 2001 (the "*Redevelopment Agreement*"), by and between the Village and Dominick's Finer Foods, Inc., [an Illinois corporation] (the "*Developer*"). In that capacity you have asked that we render this opinion.

We have examined certified copy of the proceedings had by the President and Board of Trustees of the Village (collectively, the "*Proceedings*") passed preliminary to the execution by the Village of the Redevelopment Agreement and such other information as we have deemed relevant. Based upon such review, we are of the opinion that the Proceedings show lawful authority for the execution by the Village of the Redevelopment Agreement under the laws of the State of Illinois now in force.

We further certify that we have reviewed an executed copy of the Redevelopment Agreement and, in our opinion, assuming the due authorization, execution, delivery by and the binding effect thereof on the Developer, the Redevelopment Agreement constitutes a valid and legally binding special obligation of the Village enforceable in accordance with its terms, except that the enforceability thereof and the rights of the other parties thereto may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

As Special Counsel we are passing only upon those matters set forth in this opinion and are not passing upon the accuracy, adequacy or completeness of any information furnished to any person in connection with the execution of the Redevelopment Agreement

In rendering this opinion we have relied upon certifications of the Village with respect to certain material facts solely within the Village's knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

CLINGEN, CALLOW, WOLFE & MCLEAN, LLC

ATTORNEYS & COUNSELORS

KENNETH W. CLINGEN
MARY E. CALLOW
MICHAEL J. WOLFE
MOTHY M. MCLEAN
JL M. FULLERTON

EXHIBIT E

LEGAL OPINION OF ISSUER'S COUNSEL

2100 MANCHESTER ROAD
SUITE 1750
WHEATON, ILLINOIS 60187
TELEPHONE: (830) 871-2600
FACSIMILE: (830) 871-8866

~~JAMES TU~~
ROSS I. MOLHO
CHRISTOPHER L. HAAS
JOHN E. O'CONNOR, III
BRIAN P. LEE
KENNETH J. VANKO

DELROSE ANN KOCH
OF COUNSEL

DRAFT

August 28, 2001

Dominick's Finer Foods, Inc.
711 Jorie Boulevard, MS-4000
Oak Brook, Illinois 60523-2246

**Re: \$1,700,000 Letter of Credit issued pursuant to the
Redevelopment Agreement dated August _____, 2001
by and between Dominick's Finer Foods, Inc.
and Village of Bensenville**

Ladies and Gentlemen:

We are licensed to practice law in the State of Illinois, and have acted as counsel to Royal American Bank (the "Issuer") in connection with the Irrevocable Non-Transferable Letter of Credit No. _____ dated the date hereof, issued by the Issuer to Dominick's Finer Foods, Inc. (the "Letter of Credit"). Terms not otherwise defined herein shall have the meanings given such terms in the Letter of Credit.

We have examined the Letter of Credit and such corporate documents and records of the Issuer, and we have made such investigations of law, as we have deemed necessary and relevant as a basis for our opinion. We have also conducted an investigation of such other matters of law and fact as we have deemed necessary or advisable for the purposes of this opinion. In making such investigation, we have assumed the authenticity of all original documents submitted to us as conformed copies or photocopies of original documents, and that the signatures (other than those on behalf of the Issuer) on all documents are genuine. We Other than our review of the Letter of Credit, we have not been engaged, nor have we undertaken, to perform any independent review or investigation of any agreements, instruments, contracts, documents, company records, orders or decrees to which the Issuer may be a party, or by which the Issuer or its respective assets are or may be bound; and we have not been engaged, nor have we undertaken, to perform any independent investigation as to the existence of any claim, litigation, action, suit, proceeding, investigation or inquiry, administrative or judicial, pending or threatened, against or relating to the Issuer or its respective assets. With respect to material factual matters not independently established by us, we have relied upon certificates of officers of the Issuer, which reliance we deem appropriate in the circumstances.

DB/

We have assumed that no draw presented under the Letter of Credit and no accompanying certificate or documents will be forged or fraudulent, and that there will be no "fraud in the transaction" relating to any demand for payment thereunder within the meaning of the Uniform Commercial Code of the State of Illinois, as adopted and in effect from time to time.

Based upon the foregoing and our examination of such other matters of fact and law as we deem appropriate, we are of the opinion that:

1. The Issuer is a bank state banking corporation duly organized and validly existing and in good standing under the banking laws of the State of Illinois and has full power and authority to execute and deliver the Letter of Credit and to perform its obligations thereunder.
2. The Letter of Credit has been duly authorized, executed, and delivered by the Issuer and constitutes the valid and binding obligation of the Issuer enforceable in accordance with its terms, except (i) that such enforceability may be limited by insolvency, liquidation, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights in general as such laws would apply in the event of the insolvency, liquidation, or reorganization of or other similar occurrence with respect to the Issuer or in the event of any moratorium or similar occurrence affecting the Issuer, and (ii) that no opinion is expressed as to the availability of equitable remedies, including specific performance and injunctive relief, as to persons seeking to enforce the agreement against the Issuer, or as to the issuance of temporary restraining orders or injunctions seeking to enjoin the Issuer from performing its obligations under the Letter of Credit.
3. The issuance by the Issuer of the Letter of Credit and the performance by the Issuer of its obligations thereunder are within the Issuer's power, require no consents or approvals of or filing with any federal or Illinois governmental or other regulatory agencies, will not violate Issuer's charter or by-laws, and to our knowledge, based solely upon inquiry of certain officers of the Issuer, do not conflict with or constitute a breach of or default under any indenture, commitment, agreement or other instrument of which the Issuer is a party or by which it is bound or under any existing law, rule, regulation, order, writ, injunction, award, indenture, instrument, agreement, ordinance, judgment, order or decree to which the Issuer is subject.
4. To our knowledge, based solely upon inquiry of certain officers of the Issuer, no litigation or proceedings action, suit, inquiry, investigation, litigation, proceedings at law or in equity or before any court, public board or body are pending or threatened seeking to restrain, enjoin or in any way limit the issuance by the Issuer of the Letter of Credit or which would in any manner challenge or adversely affect the corporate existence or power of the organization or power or any agreement to which Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Letter of Credit or the powers of Issuer to enter into and carry out the transactions described in or contemplated by, or, the execution, delivery, validity or performance by the Issuer of the terms, and provisions of, the Letter of Credit.

DRAFT

5. This opinion is limited to matters of Illinois and United States federal law and no opinion is given as to the law of any other jurisdiction. This opinion is limited to the matters expressly set forth above and no opinion is implied or may be inferred beyond the matters so stated. Specifically and without limitation of the foregoing, we express no opinion herein with respect to any securities law or regulation or the applicability or effect of the Internal Revenue Code of 1986, as amended. No person other than the addressee shall be entitled to rely on this opinion without our prior written consent.

Very truly yours,

CLINGEN, CALLOW, WOLFE & McLEAN, LLC

DRAFT

----- REVISION LIST -----

The bracketed numbers refer to the Page and Paragraph for the start of the paragraph in both the old and the new documents.

- [1:10 1:10] Del Para "JAMES TU "
- [1:27 1:26] Changed "We have" to "We are licensed ... Illinois, and have"
- [1:28 1:27] Changed "genuine. We have" to "genuine. Other ... Credit, we have"
- [2:3 2:3] Changed "bank " to "state banking corporation "
- [2:3 2:3] Changed "organized and existing " to "organized, ... good standing"
- [2:3 2:3] Changed "the laws" to "the banking laws"
- [2:5 2:5] Changed "agencies, and" to "agencies, ... by-laws, and"
- [2:5 2:5] Changed "regulation, ordinance," to "regulation, ... ordinance,"
- [2:6 2:6] Changed "litigation or proceedings " to "action, suit, ... board or body "
- [2:6 2:6] Changed "or power of the " to ", organization ... powers of "

This redlined draft, generated by CompareRite (TM) - The Instant Redliner, shows the differences between -

original document : S:\ROYAL-AM\BENSENVL\OPIN-V2

and revised document: S:\ROYAL-AM\BENSENVL\OPIN-V3

CompareRite found 11 change(s) in the text

Deletions appear as Strikethrough text

Additions appear as Double Underline text

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

DEVELOPER'S CLOSING CERTIFICATE

We, the undersigned, do hereby certify that we are duly qualified and acting officers of Dominick's Finer Foods, Inc. a Delaware corporation (the "*Developer*"), and in connection with the issuance and delivery of that certain Redevelopment Agreement (the "*Redevelopment Agreement*") dated November 30th, 2001, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*"), and Developer, we do further certify as follows:

(i) that the representations, statements and warranties made by Developer in the Redevelopment Agreement were true and correct when made and are true and correct as of the date hereof;

(ii) that there is no litigation pending or, to the best of our knowledge, threatened against Developer in connection with the Redevelopment Area, as that term is defined in the Redevelopment Agreement; and

(iii) that no elected or appointed officer of the Village is an officer or director of any corporation, partnership, or other entity that controls, is controlled by, or is under common control with or related to Developer.

Dated: November 12, 2001

DOMINICK'S FINER FOODS, INC., a
Delaware corporation

By: Linda S. McDonald
Assistant Secretary

By: Wendene Mitchell
Assistant Vice President

CHAPMAN AND CUTLER

Theodore S. Chapman
1877-1943
Henry E. Cutler
1879-1959

111 West Monroe Street, Chicago, Illinois 60603-4080
Telephone (312) 845-3000
Facsimile (312) 701-2361
chapman.com

Salt Lake City
50 South Main Street
Salt Lake City, Utah 84144
(801) 533-0066

November 30, 2001

Village of Bensenville,
DuPage and Cook Counties, Illinois

Dominick's Finer Foods, Inc.
Oak Brook, Illinois

Ladies and Gentlemen:

We have acted as Special Counsel to the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*"), in connection with the execution by the Village of that certain Redevelopment Agreement dated November 30, 2001 (the "*Redevelopment Agreement*"), by and between the Village and Dominick's Finer Foods, Inc., a Delaware corporation (the "*Developer*"). In that capacity you have asked that we render this opinion.

We have examined certified copy of the proceedings had by the President and Board of Trustees of the Village (collectively, the "*Proceedings*") passed preliminary to the execution by the Village of the Redevelopment Agreement and such other information as we have deemed relevant. Based upon such review, we are of the opinion that the Proceedings show lawful authority for the execution by the Village of the Redevelopment Agreement under the laws of the State of Illinois now in force.

We further certify that we have reviewed an executed copy of the Redevelopment Agreement and, in our opinion, assuming the due authorization, execution, delivery by and the binding effect thereof on the Developer, the Redevelopment Agreement constitutes a valid and legally binding special obligation of the Village enforceable in accordance with its terms, except that the enforceability thereof and the rights of the other parties thereto may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

As Special Counsel we are passing only upon those matters set forth in this opinion and are not passing upon the accuracy, adequacy or completeness of any information furnished to any person in connection with the execution of the Redevelopment Agreement.

Law Offices of
CHAPMAN AND CUTLER

In rendering this opinion we have relied upon certifications of the Village with respect to certain material facts solely within the Village's knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Chapman and Cutler

VEDDER PRICE

VEDDER, PRICE, KAUFMAN & KAMMHOLZ
222 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60601
312-609-7500
FACSIMILE: 312-609-5005

A PARTNERSHIP INCLUDING VEDDER, PRICE, KAUFMAN & KAMMHOLZ, P.C.
WITH OFFICES IN CHICAGO, NEW YORK CITY, AND LIVINGSTON, NEW JERSEY

November 30, 2001

Village of Bensenville
Attn: Peter W. Ostling, Esq.
700 West Irving Park Road
Bensenville, Illinois 60106

Chapman and Cutler
Attn: Patricia M. Curtner, Esq.
111 West Monroe Street
Chicago, Illinois 60603

Ladies and Gentlemen:

We have acted as special counsel to Dominick's Finer Foods, Inc., a Delaware corporation (the "Developer"), in connection with that certain Redevelopment Agreement dated as of November 30, 2001 (the "Redevelopment Agreement"), by and between Developer and the Village of Bensenville, an Illinois municipal corporation (the "Village"). This opinion is furnished to you at the request of Developer. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Redevelopment Agreement.

In rendering this opinion, we have examined:

- (a) the Redevelopment Agreement;
- (b) the Certificate of Incorporation of Developer, as restated in that certain Agreement of Merger entered into as of March 22, 1995, by and between DFF Acquisition Sub Two, Inc. and Dominick's Finer Foods, Inc.;
- (c) the Restated By-laws of Developer;
- (d) a Certificate of Good Standing as of a recent date from the Secretary of State of each of Illinois and Delaware with respect to Developer;

VEDDERPRICE

Village of Bensenville
Chapman and Cutler
November 30, 2001
Page 2

- (e) resolutions of the Board of Directors of Developer authorizing the Assistant Vice President and Assistant Secretary to execute documents such as the Redevelopment Agreement; and
- (f) such other documents as we, in our professional judgment, have deemed necessary or appropriate as a basis for the opinions set forth below (items (a)-(f) above are referred to herein collectively as the "Transaction Documents").

In examining the documents referred to above, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of documents purporting to be originals and the conformity to originals of all documents submitted to us as copies. As to questions of fact material to our opinion, we have relied (without investigation or independent confirmation) upon the representations contained in the Transaction Documents and on certificates and other communications from public officials and officers of Developer. We have also assumed that each of the Transaction Documents has been duly authorized, executed and delivered by and constitutes the legal and valid obligation of each party thereto (other than Developer), and is enforceable thereagainst in accordance with its terms. With respect to matters stated to be based on our knowledge, our opinion is based on such information as has come to the actual attention of the attorneys in our firm who have represented Developer in connection with the transactions contemplated by the Redevelopment Agreement, and we have made no special investigation or inquiries with respect thereto.

Other than our review of the Transaction Documents, we have not been engaged, nor have we undertaken, to perform any independent review or investigation of any agreements, instruments, contracts, documents, company records, orders or decrees to which Developer may be a party, or by which Developer or its respective assets are or may be bound, and we have not been engaged, nor have we undertaken, to perform any independent investigation as to the existence of any claim, litigation, action, suit, proceeding, investigation or inquiry, administrative or judicial, pending or threatened, against or relating to Developer or its respective assets. With respect to material factual matters not independently established by us, we have relied upon certificates of officers of Developer, which reliance we deem appropriate under the circumstances.

We express no opinion as to the laws of any jurisdiction other than the General Corporation Law of the State of Delaware and the laws of the State of Illinois and the Federal laws of the United States of America.

VEDDERPRICE

Village of Bensenville
Chapman and Cutler
November 30, 2001
Page 3

Based on the foregoing, and subject to the qualifications, assumptions and limitations set forth herein, we are of the opinion that:

1. Developer is a corporation validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business and in good standing as a foreign corporation in the State of Illinois.

2. Developer has adequate corporate power and authority to execute, deliver and perform its obligations under the Redevelopment Agreement.

3. The Redevelopment Agreement constitutes the legal, valid and binding obligations of Developer and is enforceable against it in accordance with its terms.

4. To our knowledge, the execution and delivery by Developer of the Redevelopment Agreement, and the performance by Developer of its agreements thereunder do not (a) violate Developer's Certificate of Incorporation or Restated By-laws; (b) result in a breach of or constitute a default under any material agreement or instrument known to us to which Developer is a party or by which any of its properties is bound; or (c) violate the General Corporation Law of the State of Delaware or any applicable statutory law or regulation of the United States of America or the State of Illinois or any material decree or order of the United States of America or the State of Illinois known to us to which Developer is a party or in which it is named.

5. To our knowledge, there is no action, suit or proceeding before any court, governmental agency or arbitrator, pending or overtly threatened in writing, against Developer, that (a) seeks to affect the enforceability of the Redevelopment Agreement or (b) could reasonably be expected to have a material adverse effect on the business or financial condition of Developer.

The foregoing opinions are subject to the following qualifications:

(a) With respect to our opinions in Paragraph 1 above regarding the good standing of Developer, and Developer's due qualification to do business as a foreign corporation, we have relied solely on Certificates of Good Standing issued by the Secretaries of State of the State of Illinois and the State of Delaware.

(b) The enforceability of any obligation of Developer may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, rehabilitation,

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Village of Bensenville
Chapman and Cutler
November 30, 2001
Page 4

moratorium, marshaling or other laws affecting the enforcement generally of creditors' rights and remedies.

(c) The enforceability of any obligation of Developer is subject to principles of equity (regardless of whether considered and applied in a proceeding in equity or at law), public policy, applicable law relating to fiduciary duties, and judicial imposition of an implied covenant of good faith and fair dealing.

(d) No opinion is given herein as to the availability of specific performance or equitable relief of any kind.

(e) We express no opinion as to the validity, binding effect or enforceability of (i) purported waivers of any statutory or other rights, court rules or defenses to obligations or consents to any actions where such waivers or consents (A) are against public policy or (B) constitute waivers of rights or consents to actions that by law, regulation or judicial decision may not otherwise be waived or given; (ii) provisions indemnifying any person against, or relieving any person of liability for, its own negligent or wrongful acts or in any other circumstances where enforcement of such provisions would be against public policy or limited or prohibited by applicable law; (iii) any provisions that purport to authorize or permit any person to act in a manner that is determined not to be in good faith or commercially reasonable or any provisions that purport to waive any rights in respect of such acts; (iv) any provisions which purport to authorize or permit any person to exercise any right or remedy upon any nonmaterial breach or default; (v) any forum selection provision; (vi) any powers of attorney to the extent that they purport to grant rights and powers that may not be granted under applicable law; (vii) any provisions that purport to permit the exercise of "self-help" remedies, including, without limitation, the exercise of rights of set-off or purported rights to enter onto the property of any person or take physical possession of any property; (viii) any right or obligation to the extent that the same may be varied by course of dealing or performance; (ix) any provision that may provide for the compounding of interest or the payment or accrual of interest on interest; or (x) any provision that is subject to any mutual mistake of fact or misunderstanding, fraud, duress or undue influence.

(f) The opinions expressed herein are matters of professional judgment and are not a guarantee of result.

VEDDERPRICE

Village of Bensenville
Chapman and Cutler
November 30, 2001
Page 5

This opinion is solely for the information of the Village and Chapman and Cutler and is not to be quoted in whole or in part or otherwise referred to, nor is it to be filed with any government agency other than the Village or any other person, without our prior written consent, and no one other than the Village and Chapman and Cutler is entitled to rely on this opinion. This opinion is given to you as of the date hereof, and we assume no obligation to advise you of any change that may hereafter be brought to our attention.

Very truly yours,

*Vedder, Price, Karpman &
Kamholz*

PAZ
DJP
JPM



Village of Bensenville

700 W. Irving Park Road
Bensenville, Illinois 60106
(630) 766-8200 Fax (630) 350-0260



December 14, 2001

By Messenger

Vedder, Price, Kaufman & Kammholz
Attn: Ms. Donna J. Pugh
222 North LaSalle Street
Chicago, Illinois 60601

RE: Dominick's Redevelopment, Bensenville, Illinois

Dear Donna:

With regard to the above-captioned, please find enclosed originals of Irrevocable Non-Transferable Letter of Credit No. 993 and Opinion Letter of Mr. Michael J. Wolfe.

It has been a pleasure working with you on this project. Thank you again for your many courtesies. May you have a happy holiday season.

Best regards,

Peter W. Ostling

Enclosures

Irrevocable Standby Letter of Credit

December 13, 2001

U.S. \$1,700,000.00

Letter of Credit # 993

Dominick's Finer Foods, Inc.
711 Jorie Boulevard, MS-4000
Oak Brook, Illinois 60523-2246

Attention: Cheri A. Dolan

**Re: Redevelopment Agreement dated November 30, 2001
by and between Dominick's Finer Foods, Inc. and
the Village of Bensenville, an Illinois municipal corporation**

Ladies and Gentlemen:

1. Royal American Bank (hereinafter referred to as the "Issuer") hereby establishes in favor of Dominick's Finer Foods, Inc. (hereinafter referred to as the "Beneficiary") our Irrevocable Non-Transferable Letter of Credit No. 993 (the "Letter of Credit") for the account of the Village of Bensenville, an Illinois municipal corporation (hereinafter referred to as the "Customer").

2. This Letter of Credit is in the aggregate maximum stated amount of \$1,700,000.00 (the "Stated Amount"), which Stated Amount or part thereof is available for payment of your draft(s) at sight drawn upon the Issuer at such time or times on or before May 31, 2007 (the "Expiration Date") in the following amounts: (a) prior to May 31, 2002, Beneficiary may not draw more than the aggregate of \$1,400,000.00; and (b) on or after May 31, 2002, Beneficiary may draw the remainder of the Stated Amount up to a maximum aggregate of \$1,700,000.00, reduced by the amount of all amounts previously drawn by sight draft(s) submitted prior to May 31, 2002.

3. Upon the Expiration Date, this Letter of Credit shall automatically terminate regardless of whether the original of this Letter of Credit has been returned. The Beneficiary shall promptly return this Letter of Credit to the Issuer subsequent to the Expiration Date.

4. Funds under this Letter of Credit are available to the Beneficiary against presentation of one or more sight drafts, in the form of Exhibit A hereto, appropriately completed and purportedly signed by a person who certifies that he or she is a duly authorized officer of the Beneficiary. The sight draft provided for herein upon a final drawing must be accompanied by the original of this Letter of Credit, which must be delivered by the Beneficiary to the Issuer at Royal American Bank, 1604 Colonial Parkway, Inverness, Illinois 60067-4725, Attention: Robert J. Romano (Telephone: (847) 202-8300 / Facsimile: (847) 202-8476) (or to such other address or person as we may specify from time to time in writing); provided that prior to the presentation of any such request to us, the Beneficiary shall give telephonic notice to Issuer, Attention: Robert J. Romano (or to such other address or person as we may specify from time to time in writing), of the Beneficiary's intention to present such request and the date and approximate time such request is to be presented; provided, however, that the failure to provide such telephonic notice shall not preclude us from paying a draft hereunder. Multiple sight drafts may be submitted hereunder in accordance with the terms hereof. Upon payment of a sight draft under this Letter of Credit, the Stated Amount shall be automatically reduced by an amount equal to the amount of such payment.

5. This Letter of Credit and all drafts drawn under and in compliance with the terms hereof will be duly honored on sight if presented on or before the Expiration Date. Payments of conforming drafts presented under this Letter of Credit on or before 10:00 a.m. (Chicago, Illinois time) on any Business Day (as hereinafter defined) shall be made by the Issuer at or before noon (Chicago, Illinois time) on the same Business Day or, in the case of presentation after 10:00 a.m. (Chicago, Illinois time), on the next succeeding Business Day at or before 10:00 a.m. (Chicago, Illinois time). "Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which banks in the City of Chicago are authorized or required by law to close or (iii) a day on which the New York Stock Exchange is closed.

6. Upon payment as provided in Paragraph 5 hereof of the amount specified in a sight draft(s) submitted hereunder, the Bank shall be fully discharged of its obligation under this Letter of Credit with respect to such sight draft(s) and the Bank shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such sight draft(s). By honoring any sight draft(s) in accordance with this Letter of Credit, the Bank makes no representation as to the correctness of the amount demanded by any such sight draft(s) or of the calculations and representations of the Beneficiary required by this Letter of Credit.

7. We undertake that all drafts drawn and presented herein will be duly honored by us. This Letter of Credit shall remain in effect without regard to any default in payments of any sum owed to the Issuer by Customer and without regard to any other claim which the Issuer may have against Customer.

8. Issuer represents and warrants to Beneficiary that this Letter of Credit is issued in accordance and in compliance with any and all applicable laws, rules and regulations, and Issuer further represents and warrants to Beneficiary that it has the full power and authority to issue this Letter of Credit.

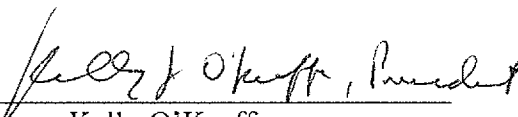
9. This Letter of Credit is transferable in its entirety (but not in part) to any transferee who has succeeded to the Beneficiary as the "Developer" under the Redevelopment Agreement dated November 30, 2001 by and between the Beneficiary and the Customer. Transfer of this Letter of Credit to such transferee shall be affected by presentation to Issuer of this original Letter of Credit and all amendments related thereto accompanied by the duly completed transfer form attached hereto as Exhibit B. Issuer will then endorse the reverse of this Letter of Credit and forward it to the transferee with Issuer's customary notice of transfer.

10. Communications with respect to this Letter of Credit shall be addressed to us at Royal American Bank, 1604 Colonial Parkway, Inverness, Illinois 60067-4725, Attention: Robert J. Romano (or to such other address or person as we may specify from time to time in writing), specifically referring to the number of this Letter of Credit.

11. This Letter of Credit shall be governed by, and construed in accordance with the terms of the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500 (the "Uniform Customs"). As to matters not governed by the Uniform Customs, this Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois, including the Uniform Commercial Code of the State of Illinois, as adopted and in effect from time to time.

Very truly yours,

ROYAL AMERICAN BANK

By: 
Print Name: Kelly O'Keeffe
Title: President

Attest:

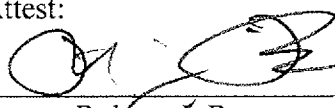
By: 
Print Name: Robert J. Romano
Title: Vice President

EXHIBIT A

Sight Draft

To: Royal American Bank
1604 Colonial Parkway
Inverness, Illinois 60067-4725
Attention: Robert J. Romano

The undersigned, being first duly sworn, on oath, deposes and states that: (i) he/she is a duly authorized officer of Dominick's Finer Foods, Inc. (the "Beneficiary"); (ii) the reconstructed Dominick's "Fresh Store" retail grocery store located at _____, Bensenville, Illinois, was opened to the public for retail transaction on _____, 200__ (the "Opening") and that said Opening occurred in accordance with the terms of that certain Redevelopment Agreement dated _____, 20__ by and between the Beneficiary and the Village of Bensenville (the "Customer"); (iii) the amount to be drawn hereunder represents the expenditures incurred to date by the Beneficiary but have not yet been reimbursed to the Beneficiary by a draw under Letter of Credit No. 993 (the "Expenditures"); (iv) the Expenditures constitute eligible project costs as that term is defined by the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended from time to time; and (v) the Beneficiary has provided the Customer with written notice of the Opening and a copy of this sight draft.

Based on the foregoing, FOR VALUE RECEIVED, pay \$_____ to Dominick's Finer Foods, Inc.

Drawn under your Irrevocable Non-Transferable Letter of Credit No. 993 dated December 13, 2001.

Please wire per the following instructions:

Receiving Bank: _____
ABA Number: _____
Account Name: _____
Account Number: _____
Reference: _____

DOMINICK'S FINER FOODS, INC.

By: _____
Print Name: _____
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that _____, the _____ of
Dominick's Finer Foods, Inc., who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument as such _____, appeared before me this day
in person and acknowledged that he/she signed and delivered the said instrument as his/her own free
and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes
therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 200__.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT B

Form of Transfer Letter

Royal American Bank
1604 Colonial Parkway
Inverness, Illinois 60067-4725
Attention: _____

Re: Irrevocable Letter of Credit No. 993

Ladies and Gentlemen:

For value received, the undersigned Beneficiary hereby irrevocably transfers to:

(Name of Transferee)
(Address)

all rights of the undersigned Beneficiary under the above referenced Letter of Credit (the "Letter of Credit") in its entirety. Said transferee has succeeded the undersigned Beneficiary under the Redevelopment Agreement dated _____, 20__ ("Original Redevelopment Agreement") between the Village of Bensenville and the undersigned.

By this transfer, all rights of the undersigned Beneficiary to the Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments (whether increases or extensions or other amendments) of the Letter of Credit whether now existing or hereafter made. All amendments of the Letter of Credit are to be advised directly to the transferee without the necessity of any consent of or notice to the undersigned Beneficiary.

The original of the Letter of Credit is returned herewith. We ask that you endorse the reverse of the Letter of Credit and forward it directly to the transferee with your customary notice of transfer.

Sincerely,
Dominick's Finer Foods, Inc.

By: _____
Name: _____
Title: _____

Signature Verified:

By: _____
Name: _____

CLINGEN, CALLOW, WOLFE & MCLEAN, LLC

ATTORNEYS & COUNSELORS

KENNETH W. CLINGEN
MARY E. CALLOW
MICHAEL J. WOLFE
TIMOTHY M. MCLEAN
PAUL M. FULLERTON

2100 MANCHESTER ROAD
SUITE 1750
WHEATON, ILLINOIS 60187
TELEPHONE: (630) 871-2600
FACSIMILE: (630) 871-9869

ROSS I. MOLHO
CHRISTOPHER L. HAAS
JOHN E. O'CONNOR, III
BRIAN P. LEE
KENNETH J. VANKO
DEANNA M. QUINN

DELROSE ANN KOCH
OF COUNSEL

December 13, 2001

Dominick's Finer Foods, Inc.
711 Jorie Boulevard, MS-4000
Oak Brook, Illinois 60523-2246

**Re: \$1,700,000 Letter of Credit issued pursuant to the
Redevelopment Agreement dated November 30, 2001
by and between Dominick's Finer Foods, Inc.
and Village of Bensenville**

Ladies and Gentlemen:

We are licensed to practice law in the State of Illinois, and have acted as counsel to Royal American Bank (the "**Issuer**") in connection with the Irrevocable Non-Transferable Letter of Credit No. 993 dated the date hereof, issued by the Issuer to Dominick's Finer Foods, Inc. (the "**Letter of Credit**"). Terms not otherwise defined herein shall have the meanings given such terms in the Letter of Credit.

We have examined the Letter of Credit and such corporate documents and records of the Issuer, and we have made such investigations of law, as we have deemed necessary and relevant as a basis for our opinion. We have also conducted an investigation of such other matters of law and fact as we have deemed necessary or advisable for the purposes of this opinion. In making such investigation, we have assumed the authenticity of all original documents submitted to us as conformed copies or photocopies of original documents, and that the signatures (other than those on behalf of the Issuer) on all documents are genuine. Other than our review of the Letter of Credit, we have not been engaged, nor have we undertaken, to perform any independent review or investigation of any agreements, instruments, contracts, documents, company records, orders or decrees to which the Issuer may be a party, or by which the Issuer or its respective assets are or may be bound; and we have not been engaged, nor have we undertaken, to perform any independent investigation as to the existence of any claim, litigation, action, suit, proceeding, investigation or inquiry, administrative

or judicial, pending or threatened, against or relating to the Issuer or its respective assets. With respect to material factual matters not independently established by us, we have relied upon certificates of officers of the Issuer, which reliance we deem appropriate in the circumstances.

We have assumed that no draw presented under the Letter of Credit and no accompanying certificate or documents will be forged or fraudulent, and that there will be no "fraud in the transaction" relating to any demand for payment thereunder within the meaning of the Uniform Commercial Code of the State of Illinois, as adopted and in effect from time to time.

Based upon the foregoing and our examination of such other matters of fact and law as we deem appropriate, we are of the opinion that:


1. The Issuer is a state banking corporation duly organized, validly existing and in good standing under the banking laws of the State of Illinois and has full power and authority to execute and deliver the Letter of Credit and to perform its obligations thereunder.
2. The Letter of Credit has been duly authorized, executed, and delivered by the Issuer and constitutes the valid and binding obligation of the Issuer enforceable in accordance with its terms, except (i) that such enforceability may be limited by insolvency, liquidation, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights in general as such laws would apply in the event of the insolvency, liquidation, or reorganization of or other similar occurrence with respect to the Issuer or in the event of any moratorium or similar occurrence affecting the Issuer, and (ii) that no opinion is expressed as to the availability of equitable remedies, including specific performance and injunctive relief, as to persons seeking to enforce the agreement against the Issuer, or as to the issuance of temporary restraining orders or injunctions seeking to enjoin the Issuer from performing its obligations under the Letter of Credit.
3. The issuance by the Issuer of the Letter of Credit and the performance by the Issuer of its obligations thereunder are within the Issuer's power, require no consents or approvals of or filing with any federal or Illinois governmental or other regulatory agencies, will not violate Issuer's charter or by-laws, and to our knowledge, based solely upon inquiry of certain officers of the Issuer, do not conflict with or constitute a breach of or default under any indenture, commitment, agreement or other instrument of which the Issuer is a party or by which it is bound or under any existing law, rule, regulation, order, writ, injunction, award, indenture, instrument, agreement, ordinance, judgment, order or decree to which the Issuer is subject.
4. To our knowledge, based solely upon inquiry of certain officers of the Issuer, no action, suit, inquiry, investigation, litigation, proceedings at law or in equity or before any court, public board or body are pending or threatened seeking to restrain, enjoin or in any way limit the issuance by the Issuer of the Letter of Credit or which would in any manner challenge or adversely affect the corporate existence, organization or power or any agreement to which Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Letter of Credit or the powers of Issuer to enter into and carry out the transactions described in or

contemplated by, or, the execution, delivery, validity or performance by the Issuer of the terms, and provisions of, the Letter of Credit.

5. This opinion is limited to matters of Illinois and United States federal law and no opinion is given as to the law of any other jurisdiction. This opinion is limited to the matters expressly set forth above and no opinion is implied or may be inferred beyond the matters so stated. Specifically and without limitation of the foregoing, we express no opinion herein with respect to any securities law or regulation or the applicability or effect of the Internal Revenue Code of 1986, as amended. No person other than the addressee shall be entitled to rely on this opinion without our prior written consent.

Very truly yours,

CLINGEN, CALLOW, WOLFE & McLEAN, LLC



RESOLUTION NO. R-103-2011

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A REDEVELOPMENT AGREEMENT WITH THE
BENSENVILLE PARK DISTRICT**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

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

WHEREAS, pursuant to Ordinance Numbers 28-2011, 29-2011 and 30-2011, adopted April 19, 2011, the Village approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the Village's North Industrial District Tax Increment Financing District (the "TIF District") the boundaries of which are legally described and depicted in those ordinances; and

WHEREAS, the Bensenville Park District (the "Park District") is a body politic and corporate, organized and existing pursuant to the Illinois Park District Act, 70 ILCS 1205/1-1 *et seq.*; and

WHEREAS, the Park District is the fee owner of certain real property (the "Property") located within the Redevelopment Project Area; and

WHEREAS, the Park District desires to redevelop the Property with a splash pad, picnic shelters and open space (the "Project"), with the Project to be operated by the Park

District upon completion thereof; and

WHEREAS, the Park District has been and continues to be unable and unwilling to undertake the redevelopment of the Property with the Project, but for certain tax increment financing ("TIF") incentives to be provided by the Village in accordance with the Act, which the Village is willing to provide under the terms and conditions contained herein; and

WHEREAS, the Village and the Park District acknowledge and agree that but for the TIF and other incentives, to be provided by the Village, the Park District cannot successfully and economically develop the Property with the Project, and the Park District cannot operate the Project, in a manner satisfactory to the Village; and

WHEREAS, the Village has determined that it is desirable and in the Village's best interests to assist the Park District; and

WHEREAS, the Village and the Park District desire to enter into a Redevelopment Agreement for the Project to provide for the redevelopment of the Property, thereby implementing the TIF Plan; and

WHEREAS, the terms of the Agreement the Parties have agreed to are set forth in the "Redevelopment Agreement For The Rehabilitation Of The Bensenville Park District's Aquatic Facility At Varble Park Comprising A Part Of The North Industrial District TIF District Of The Village Of Bensenville, Illinois," a copy of which is attached hereto and incorporated herein as Exhibit "1."

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and

made a part hereof.

SECTION TWO: The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the "Redevelopment Agreement For The Rehabilitation Of The Bensenville Park District's Aquatic Facility At Varble Park Comprising A Part Of The North Industrial District TIF District Of The Village Of Bensenville, Illinois," attached hereto and incorporated herein by reference as Exhibit "1."

SECTION THREE: All resolutions and enactments inconsistent with this Resolution are hereby repealed to the extent of such inconsistency.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 25th day of October, 2011.

APPROVED:


Frank Soto, Village President

ATTEST:


Corey Williamsen, Deputy Village Clerk

Ayes: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler

Nays: None

Absent: None

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**REDEVELOPMENT AGREEMENT
FOR THE REHABILITATION OF THE BENSENVILLE
PARK DISTRICT'S AQUATIC FACILITY AT VARBLE PARK
COMPRISING A PART OF THE
NORTH INDUSTRIAL DISTRICT TIF DISTRICT
OF THE VILLAGE OF BENSENVILLE, ILLINOIS**

This Redevelopment Agreement (the "Agreement") is made and entered into as of the 26th day of October, 2011 (the "Effective Date") by and between the Village of Bensenville, Illinois, an Illinois non-home rule municipal corporation (the "Village") and the Bensenville Park District, an Illinois park district (the "Park District"). (The Village and the Park District are sometimes referred to herein individually as a "Party," and collectively as the "Parties.")

WITNESSETH:

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

I. PRELIMINARY STATEMENTS

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

- A. The Village is a non-home rule unit of government in accordance with Article VII, Section 7 of the Constitution of the State of Illinois, 1970.
- B. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage public and private development in order to support the goals and objectives of other taxing districts, improve open space and public gathering spaces, enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.
- C. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

- D. Pursuant to Ordinance Numbers 28-2011, 29-2011 and 30-2011, adopted April 19, 2011, the Village approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the Village's North Industrial District Tax Increment Financing District (the "TIF District"); said TIF District being legally described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2, respectively, attached hereto and made part hereof.
- E. The Park District is the fee owner of certain real property located within the Redevelopment Project Area, said property being legally described on EXHIBIT B attached hereto and made part hereof (the "Property").
- F. The Park District desires to redevelop the Property with a splash pad, picnic shelters and open space, all as depicted on the site plan attached hereto as EXHIBIT C and made part hereof, and as described in further detail on EXHIBIT D attached hereto and made part hereof (the "Project"), with the Project to be operated by the Park District upon completion thereof.
- G. It is necessary for the successful completion of the Project that the Village enter into this Agreement with the Park District to provide for the redevelopment of the Property, thereby implementing the TIF Plan.
- H. The Park District has been and continues to be unable and unwilling to undertake the redevelopment of the Property with the Project, but for certain tax increment financing ("TIF") incentives to be provided by the Village in accordance with the Act, which the Village is willing to provide under the terms and conditions contained herein. The Parties acknowledge and agree that but for the TIF and other incentives, to be provided by the Village, the Park District cannot successfully and economically develop the Property with the Project, and the Park District cannot operate the Project, in a manner satisfactory to the Village. The Village has determined that it is desirable and in the Village's best interests to assist the Park District in the manner set forth herein, and as this Agreement may be supplemented and amended from time to time.
- I. The Village, in order to stimulate and induce redevelopment of the Property with the Project, has agreed to finance certain TIF eligible redevelopment project costs through incremental property taxes, as well as other revenue sources, as determined by the Village, all in accordance with the terms and provisions of the Act and this Agreement.
- J. This Agreement has been submitted to the Corporate Authorities of the Village (as defined below) for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the

execution of this Agreement in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

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

II. DEFINITIONS

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

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

Change in Law means any of the following: (1) the enactment, adoption, promulgation or modification of any federal, State or local law, ordinance, code, rule or regulation (other than by the Village or with respect to those made by the Village, only if they violate the terms of this Agreement); (2) the order or judgment of any federal or State court, administrative agency or other governmental body (other than the Village); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village, or, with respect to those made by the Village, only if they violate the terms of

this Agreement). Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the Village, except as provided herein).

- B. **"Corporate Authorities"** means the President and Board of Trustees of the Village of Bensenville, Illinois.
- C. **"Day"** means a calendar day.
- D. **"Effective Date"** means the date on which this Agreement is executed on behalf of the Village, with said date being inserted in the opening paragraph of this Agreement.
- E. **"Incremental Property Taxes"** means that portion of the ad valorem real estate taxes, if any, arising from the taxes levied upon the Redevelopment Project Area, which taxes are actually collected and which are attributable to the increase in the equalized assessed valuation ("EAV") of the Redevelopment Project Area over and above the EAV of the Redevelopment Project Area at the time of the formation of the TIF District, all as determined by the County Clerk of the County of DuPage, Illinois, pursuant to and in accordance with the Act, the TIF Ordinances and this Agreement, and which are received by the Village after the Effective Date of this Agreement.
- F. **"Party / Parties"** means the Village and the Park District, individually/collectively, and their respective successors and/or assigns as permitted herein, as the context requires.
- G. **"Person"** means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.
- H. **"State"** means the State of Illinois.
- I. **"TIF Eligible Redevelopment Costs"** means costs of the Project to be paid or reimbursed from Incremental Property Taxes, pursuant to the Act, by the Village, as provided in this Agreement.
- J. **"TIF Ordinances"** means those Ordinances referenced in subsection I.D. above.

K. **"Uncontrollable Circumstance"** means any event which:

1. is beyond the reasonable control of and without the fault of the Party relying thereon; and
2. is one or more of the following events:
 - a. a Change in Law;
 - b. insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
 - c. epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;
 - d. governmental condemnation or taking other than by the Village;
 - e. strikes or labor disputes, or work stoppages not initiated by the Park District;
 - f. unreasonable delay in the issuance of building or other permits or approvals by the Village or other governmental authorities having jurisdiction other than the Village;
 - g. shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
 - h. unknown or unforeseeable geo-technical or environmental conditions;
 - i. major environmental disturbances;
 - j. vandalism; or
 - k. terrorist acts.

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

For each day that the Village or the Park District is delayed in its performance under this Agreement by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day.

III. CONSTRUCTION OF TERMS

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

- A. Definitions include both singular and plural.

- B. Pronouns include both singular and plural and cover all genders.
- C. The word "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".
- D. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.
- F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- G. The Village Manager, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. The Park District is entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the Village as having been properly and legally given by the Village.
- H. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by the Park District in a different manner, the Executive Director of the Park District, as its authorized representative, who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Park District and with the effect of binding the Park District in that connection (such individual being designated as an "Authorized Park District Representative"). The Park District shall have the right to change its Authorized Park District Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section XVII.C. of this Agreement.

IV. COOPERATION OF THE PARTIES

The Village and the Park District agree to cooperate in implementing the Project in accordance with the Parties' respective obligations set forth in this Agreement and specific approvals by the Village in the future relative to the development of the Property and the Project.

V. DEVELOPMENT OF THE PROPERTY

- A. Within six (6) months of the Effective Date, the Park District shall apply for all necessary permits and approvals from all governmental agencies having jurisdiction over the Project as may be required to commence construction of the Project. Upon receipt of all required approvals, and permits from the Village and any other federal, State, regional or county agencies having jurisdiction over the Project, the Park District shall commence construction of the Project, and complete same within twelve (12) months of the receipt of all required approvals and permits.
- B. If the construction of the Project does not proceed as set forth above, this Agreement shall be of no further force and effect (subject to the notice and cure provisions in this Agreement), all amounts paid to the Park District by the Village pursuant to Section VI.B. below shall be refunded to the Village by the Park District. Upon the Park District's failure to pay any amounts due the Village pursuant to the preceding sentence within thirty (30) days of a written demand to pay same, the Village shall be entitled to record a lien against the Property, in the amount due, and foreclose said lien in the same manner as the foreclosure of a mortgage. The provisions of this subsection B. shall survive the termination of this Agreement.

VI. UNDERTAKINGS ON THE PART OF THE VILLAGE

- A. Village Cooperation. The Village agrees to cooperate with the Park District in the Park District's attempts to obtain all necessary approvals from any governmental or quasi-governmental entity other than the Village and, upon request of the Park District, will promptly execute any applications or other documents (upon their approval by the Village) which the Park District intends to file with such other governmental or quasi-governmental entities in regard to the Project. The Village shall further promptly respond to, and/or process, and consider reasonable requests of the Park District for applicable demolition permits, building permits, driveway permits, curb cut permits, or other permits necessary for the construction of the Project. Approval of any building permit applications and/or engineering plans shall be contingent on the Park District providing all required and requested documentation including, but not limited to, engineering reports, calculations and plans required to substantiate that

said improvements fully conform with all applicable State statutes and also all Village ordinances and codes, as well as receipt of all required approvals from any federal, State, regional or county agencies having applicable jurisdiction.

- B. **Incentives.** In relation to the Project, the Village shall reimburse the Park District in an amount not to exceed Two Hundred Forty-Seven Thousand Seven Hundred and No/100 Dollars (\$247,700.00) (the "Funding Cap") for TIF Eligible Redevelopment Costs relative to the Project, as set forth in **EXHIBIT E** attached hereto and made part hereof. Said Funding Cap shall be reimbursed to the Park District as follows:

1. On the Effective Date, there shall be set aside by the Village, as a fund from which to pay the Funding Cap, the sum of Two Hundred Forty-Seven Thousand Seven Hundred and No/100 Dollars (\$247,700.00) (with such set aside funds being hereinafter referred to as the "Escrowed Funds"). It is agreed and understood that the Escrowed Funds are intended to be held and disbursed in order to satisfy the Village's obligation to reimburse the Park District for TIF Eligible Redevelopment Costs incurred by the Park District.
2. The Escrowed Funds shall be used to reimburse the Park District for TIF Eligible Redevelopment Costs related to the Project (the "TIF Work"). Upon issuance of the Certificate of Completion (as referenced in Section X.A. below), the Village shall pay to the Park District, from the Escrowed Funds, upon receipt of an invoice therefor from the Park District, any TIF Eligible Redevelopment Costs documented by the Park District to have been incurred by the Park District in relation to the TIF Work (which documentation shall accompany each such invoice). Requests for reimbursement of TIF Eligible Redevelopment Costs paid by the Park District shall be forwarded to the Village's Finance Director, accompanied by a copy of the paid receipt therefor. Requests for prepayment of TIF Eligible Redevelopment Costs that are to be incurred by the Park District shall be forwarded to the Village's Finance Director, accompanied by the invoice relative thereto. Unless the Village has good cause to believe that the Park District's invoice seeks reimbursement or payment for non-TIF Eligible Redevelopment Costs, the Village shall pay such invoice within ten (10) days of the date of its receipt of same. If the Village elects to withhold or deny such payment based on alleged "good cause," the Village shall promptly (and in any event not later than the date payment would otherwise have been due) advise the Park District in writing as to the specific basis for the Village's position.

- C. **Condition Precedent to Receiving Funds from the Village.** As

conditions precedent to receiving funds from the Village, the Park District agrees:

1. To maintain clear and marketable title to the land underlying the Project, subject to any covenants, restrictions, easements or other encumbrances of record, and except for the financing liens or mechanics liens or other encumbrances which are bonded or insured over;
2. To provide evidence of a commitment for financing for the construction of the entire Project, to the extent additional financing is necessary, whether through the Park District's funds on hand, bank financing, a grant, or a combination thereof, satisfactory to the Village, no later than thirty (30) days after the Effective Date of this Agreement;
3. To start and complete the Project in the times as set forth in this Agreement; and
4. To comply with all other conditions stated in this Agreement.

VII. PARK DISTRICT'S OBLIGATIONS

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

- A. The Park District will construct the Project in full conformance with the approvals therefor from the Village.
- B. The Park District shall at all times acquire, install, construct, operate and maintain the Project in substantial conformance with all applicable laws, rules, ordinances and regulations. All work with respect to the Project shall substantially conform to all applicable federal, State and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision and planned development codes, building codes, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter), life safety codes, property maintenance codes and any other applicable codes and ordinances of the Village, or any of its rules or regulations or amendments thereto which are in effect from time to time during the construction and maintenance of the Project and/or during the term of this Agreement.

- C. During the construction of the Project, the Park District shall stage its construction of the Project to avoid to the fullest extent possible any community disruption. During construction, the Park District shall also keep all public streets used by the Park District, in conjunction with the Project, clean on a daily basis, and for each day in which such public streets are not properly clean, the Park District shall pay the Village the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) for each such violation.
- D. The Park District shall park and stage all construction equipment, materials and vehicles to be used in relation to the construction of the Project on the Property, or on other property owned by the Park District.
- E. The Park District shall submit written evidence to the Village, in a form and substance satisfactory to the Village, that the Park District has access to sufficient funds to pay any costs of the Project, above and beyond those costs covered by the Escrowed Funds, without obtaining third party financing. The Village's approval shall not be unreasonably withheld. If the Park District fails to meet any of the requirements of this subsection, the Village shall be relieved of its obligations under this Agreement (subject to the Village's compliance with the default and cure provisions set forth below).
- F. The Park District shall meet with the Corporate Authorities and Village staff and make presentations to the Corporate Authorities and Village staff as reasonably requested by the Village President or Village Manager in order to keep the Village apprised of the progress of the Project.
- G. The Park District shall be required to return and/or reimburse the Village all monies received from the Village under this Agreement in the event that the Project is not completed by the Park District within the time limits set forth in this Agreement for the completion of the Project. If the Park District fails to complete the Project within the time limits set forth in this Agreement, the Park District shall reimburse the Village any such amounts within thirty (30) days after the required completion date for the Project.

VIII. ADDITIONAL COVENANTS OF PARK DISTRICT

- A. **Park District Existence.** The Park District will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois park district, so long as the Park District maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.
- B. **Further Assistance and Corrective Instruments.** The Village and the Park District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such

supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Village's and the Park District's sound legal discretion.

- C. **No Gifts.** The Park District covenants that no officer, elected official, employee or agent of the Park District, or any other Person connected with the Park District, has made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, employee or agent of the Village, or any other Person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.
- D. **Prevailing Wage.** The Park District shall comply with the Illinois Prevailing Wage Act to the extent improvements relative to the Project are constructed with the funds being provided to the Park District by the Village hereunder, or to the extent improvements relative to the Project, if constructed on behalf of the Village by a contractor, would be subject to the Illinois Prevailing Wage Act.

IX. ADHERENCE TO VILLAGE CODES AND ORDINANCES

All development and construction of the Project shall comply in all respects with the provisions in the building, plumbing, mechanical, electrical, storm water management, fire prevention, property maintenance, zoning and subdivision codes of the Village and all other germane codes and ordinances of the Village in effect from time to time during the course of construction of the Project. The Park District, by executing this Agreement, expressly warrants that it has examined and is familiar with all the covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter) and land use regulations, codes, ordinances, federal, State and local ordinances, and the like, currently in effect.

X. SPECIAL CONDITIONS

- A. **Certificate of Completion.** Within thirty (30) days after written request from the Park District and after the Park District has provided all required waiver of liens and sworn statements necessary to comply with the Illinois Mechanics Lien Act and has complied with all Village codes and with the obligations of this Agreement with respect to the construction of the Project, and after the Village has determined that the Project is complete, the Village shall deliver a certificate of completion and satisfaction of all construction terms, covenants and conditions contained in this Agreement

(the "Certificate of Completion") or, if not complete or satisfied, a written statement as to what deficiencies exist.

- B. **Open Book Project.** The Park District's Project shall be an "open book" project, meaning that the Park District and the general contractor (or contractors, if more than one) will assure continuing access to the Village's agents for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the costs of the Project; provided, however, that all such access shall be limited to normal business hours upon reasonable prior notice and shall not occur more frequently than once per calendar quarter. The foregoing Village review rights shall terminate one (1) year after the issuance of the Certificate of Completion with respect to costs for the Project, unless the Park District has failed to make available any such books and/or records requested in writing by the Village. Failure to provide the documents or allow review of the books within fifteen (15) days after request by the Village shall be an Event of Default. The Park District shall exercise prudence and good faith in attempting to contract with persons or entities that are reputable and experienced in their respective areas for the provision of services or material for the design and construction of Project at costs not in excess of market rates. The general contractor (or general contractors) designated by the Park District shall be experienced and reputable.
- C. **Village Fee Waiver.** In regard to the construction of the Project, all Village-imposed fees, including, but not limited to, permit, inspection, review, tap-on and storm water drainage fees, shall be waived. Once the Project is complete, and a certificate of occupancy has been issued by the Village in relation thereto, the Park District shall thereafter pay all Village-imposed fees that are assessed on a uniform basis throughout the Village and are of a general applicability to all other property in the Village.
- D. **Duty to Remain Open.** In addition to the Village's rights herein, in the event the Park District does not operate the Project on the Property for a period of five (5) continuous years after the issuance of the Certificate of Completion for the Project, and the Park District fails to cure such default within any applicable cure period, the Park District shall be responsible to reimburse the Village in an amount equal to the total sums paid by the Village to the Park District regarding this Project. Upon the Park District's failure to pay any amounts due the Village pursuant to the preceding sentence within thirty (30) days of a written demand to pay same, the Village shall be entitled to record a lien against the Property, in the amount due, and foreclose said lien in the same manner as the foreclosure of a mortgage. The provisions of this subsection D. shall survive the termination of this Agreement.

XI. REPRESENTATIONS AND WARRANTIES OF PARK DISTRICT

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

- A. The Park District is an Illinois park district duly organized and existing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. The Park District is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To the Park District's knowledge, there are no actions at law or similar proceedings which are pending or threatened against the Park District which would result in any material and adverse change to the Park District's financial condition, or which would materially and adversely affect the level of the Park District's assets as of the date of this Agreement or that would materially and adversely affect the ability of the Park District to proceed with the construction and development of the Project.
- B. Neither the execution and delivery of this Agreement by the Park District, the consummation of the transactions contemplated hereby by the Park District, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Park District, conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the Park District (with the Park District's prior written approval), any organizational documents, any restriction, agreement or instrument to which the Park District is now a party or by which the Park District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of the Park District, under the terms of any instrument or agreement to which the Park District is now a party or by which the Park District is bound.
- C. The Park District has sufficient financial and economic resources to implement and complete the Park District's obligations contained in this Agreement.
- D. The Park District represents and warrants that it has not received any notice from any local, State or federal official that the activities of the Park District with respect to the Property and/or the Project may or will be in violation of any environmental law or regulation. The Park District is not aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure, and the Park District is not aware of any

violation of any local, State or federal law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute.

- E. The Park District represents and warrants to the Village that the Park District is skilled in the development and operation of facilities such as the Project and is able to provide the Project with the necessary skill, knowledge and expertise as well as input from other experts and consultants in the construction and operation of such a Project.

XII. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE

The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

- A. The Village is an Illinois non-home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois, and has all requisite corporate power and authority to enter into this Agreement.
- B. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement:
 - 1. have been duly authorized by all necessary corporate action on the part of the Village;
 - 2. require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement; and
 - 3. shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.
- C. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the TIF District in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

XIII. INSURANCE

- A. The Park District, and any successor in interest to the Park District, shall obtain and continuously maintain insurance on the Property and the Project and, from time to time at the request of the Village, furnish proof to

the Village that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Park District must obtain and continuously maintain, provided that the Park District shall obtain the insurance described in subsection 1. below prior to the commencement of construction of any portion of the Project:

1. Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.
 2. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy naming the Village and its officers, agents and employees as additional insureds, with limits against bodily injury and property damage of not less than \$5,000,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.
 3. Workers compensation insurance, with statutory coverage.
- B. All insurance required in this Section XIII. shall be obtained and continuously maintained through responsible insurance companies selected by the Park District or its successors that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Section XIII., cancellation relative to each policy shall be as provided by the policy; however, the Village must be named as a cancellation notice recipient. Not less than fifteen (15) days prior to the expiration of any policy, the Park District, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section XIII. In lieu of separate policies, the Park District or its successor or assign, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

XIV. INDEMNIFICATION, HOLD HARMLESS AND RELEASE PROVISIONS

- A. The Park District releases from and covenants and agrees that the Village, its governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and

hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or the Property or arising under this Agreement or actions in furtherance thereof to the extent not attributable to the gross negligence or willful misconduct of the Indemnified Parties.

- B. Except for gross negligence or willful misconduct of the Indemnified Parties, the Park District agrees to indemnify the Indemnified Parties, now and forever, and further agree to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Park District (or if other Persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the Village in this Agreement.
- C. No liability, right or claim at law or inequity shall attach to or shall be incurred by the Village's president, trustees, officers, officials, agents and/or employees, and any such rights or claims of the Park District against the Village's president, trustees, officers, officials, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of the Agreement by the Village.

XV. EVENTS OF DEFAULT AND REMEDIES

- A. **Park District Events of Default.** The following shall be Events of Default with respect to this Agreement:
 - 1. If any representation made by the Park District in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Park District does not remedy the default, within fifteen (15) days after written notice from the Village.
 - 2. Default by the Park District for a period of fifteen (15) days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of the Park District; provided, however, that such default or breach shall not constitute an Event of Default if such

default cannot be cured within said fifteen (15) days and the Park District, within said fifteen (15) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice.

3. Default by the Park District in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if such default cannot be cured within said fifteen (15) days and the Park District, within said fifteen (15) days initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice.
4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Park District in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Park District for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.
5. The commencement by the Park District of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or the consent by the Park District to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Park District or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Park District generally to pay such entity's debts as such debts become due or the taking of action by the Park District in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.
6. Failure to have funds to meet the Park District's obligations.
7. A sale, assignment, or transfer of the Project, except in accordance with this Agreement.
8. Change in the Park District, except in accordance with this Agreement.

9. The Park District abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than thirty (30) days for any reason other than Uncontrollable Circumstances.
10. The Park District fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the Project contemplated by this Agreement and such failure continues for more than fifteen (15) days after written notice thereof from the Village; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said fifteen (15) days and the Park District, within said fifteen (15) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice. The maintenance requirement of this provision shall not be covered by and shall survive any Certificate of Completion or Estoppel Certificate of any kind issued during the term of this Agreement.
11. A representation or warranty of the Park District is not true for a period of fifteen (15) days after written notice from the Village; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said fifteen (15) days and the Park District, within said fifteen (15) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice.

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

1. If any material representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Park District pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Village does not remedy the default, within fifteen(15) days after written notice from the Park District.
2. Default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village; provided, however, that such default or breach shall constitute an Event of Default if the Village does not, within fifteen (15) days after written notice from

the Park District, initiate and diligently pursue appropriate measures to remedy the default.

3. Default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the Village, commences cure within fifteen (15) days after written notice from the Park District and in any event cures such default within sixty (60) days after such notice, subject to Uncontrollable Circumstances.
4. Failure to have funds to meet the Village's obligations.

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

1. The defaulting Party shall, upon written notice from the non-defaulting Party, take immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured, or if in the case of a non-monetary Event of Default, except for circumstances contemplated under Section XV.A.1., action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within the appropriate time frame, unless extended by mutual agreement, the non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.
2. In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Park District and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Park District and the Village shall continue as though no such proceedings had been taken.
3. In the case of an Event of Default by the Park District, in addition to any other remedies at law or in equity, the Village shall be relieved of its obligations under this Agreement.

D. **Agreement to Pay Attorneys' Fees and Expenses.** In the event an Event of Default is not cured within the applicable cure periods and the Parties employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein

contained, the non-prevailing Party shall pay, on demand, the prevailing Party's reasonable fees of such attorneys and such other reasonable expenses in connection with such enforcement action. The Parties' duty to pay shall be subject to the Illinois Prompt Payment Act.

- E. **No Waiver by Delay or Otherwise.** Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that either Party should not be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.
- F. **Rights and Remedies Cumulative.** The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.
- G. **Third Party Litigation – Legal and Other Fees and Expenses.** In the event that any third party or parties institute any legal proceedings against the Park District and/or the Village, which relate to the terms of this Agreement, then, in that event, the Parties shall cooperate in the defense of any such lawsuit, with each Party assuming, fully and vigorously, its own defense of such lawsuit, and all costs and expenses of its own defense, of whatever nature (including attorney's fees)..

XVI. EQUAL EMPLOYMENT OPPORTUNITY

- A. **No Discrimination.** The Park District shall comply with all federal, State and local laws relating to equal employment opportunity. To the extent permitted by law, the Park District shall use reasonable efforts to employ qualified residents of the Village.
- B. **Advertisements.** The Park District shall, in all solicitations or advertisements for employees placed by or on behalf of the Park District, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- C. **Contractors.** Any contracts made by the Park District with any general contractor, agent, employee, independent contractor or any other Person in connection with the Project shall contain language similar to that recited in subsections A. and B. above.

XVII. MISCELLANEOUS PROVISIONS

- A. **TIF Provisions.** A delineation of the TIF Eligible Redevelopment Costs for the Project is set forth in EXHIBIT E attached hereto, and the Village shall not reimburse the Park District for any costs of the Project not listed on said EXHIBIT E.
- B. **Cancellation.** In the event the Park District or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the TIF Plan, including the Park District's duty to build and operate the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Project or the covenants and agreements or rights and privileges of the Park District or the Village, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other Party within sixty (60) days after such final decision or amendment. If the Village terminates this Agreement pursuant to this subsection B., to the extent it is then appropriate, the Village, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to the Park District for any work permitted and under construction, to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.
- C. **Notices.** All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) electronic communications, whether by telex, telegram or telecopy, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village: Village Manager
Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106

With copies to: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attention: Thomas P. Bayer

If to Park District: Executive Director
Bensenville Park District
1000 West Wood Avenue
Bensenville, Illinois 60106

With a copy to: Bond, Dickson & Associates, P.C.
400 S. Knoll Street, Unit C

Wheaton, Illinois 60187
Attn. Mary E. Dickson

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4) shall be deemed received forty-eight (48) hours following deposit in the mail.

- D. **Time is of the Essence.** Time is of the essence of this Agreement.
- E. **Integration.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.
- F. **Counterparts.** This Agreement may be executed in two (2) counterparts, each of which shall be an original and each of which shall constitute but one and the same Agreement.

- G. **Recordation of Agreement.** The Parties agree to record this Agreement with the DuPage County Recorder's Office. The Park District shall pay the recording charges.
- H. **Severability.** If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- I. **Choice of Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and any court proceedings between the Parties hereto shall be brought in DuPage County, Illinois.
- J. **Entire Contract and Amendments.** This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and the Park District relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and the Park District, and may not be modified or amended except by a written instrument executed by the Parties hereto.
- K. **Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other Person other than the Village and the Park District, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to the Village or the Park District, nor shall any provision give any third parties any rights of subrogation or action over or against the Village or the Park District. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.
- L. **Waiver.** Either 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.
- M. **Cooperation and Further Assurances.** The Village and the Park District each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the

better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or the Park District or other appropriate Persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

- N. **No Joint Venture, Agency or Partnership Created.** Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third party to create the relationship of a partnership, agency or joint venture between or among such Parties.
- O. **No Personal Liability of Officials of the Village, the Park District or the Park District.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any elected official, officer, director, agent, employee or attorney of the Village or the Park District, in his or her individual capacity, and no elected official, officer, director, agent, employee or attorney of the Village or the Park District shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.
- P. **Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the Village's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.
- Q. **Term.** This Agreement shall remain in full force and effect until the termination of the Redevelopment Project Area.
- R. **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon not less than fifteen (15) days prior request, a certificate ("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which case such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.
- S. **Assignment.** This Agreement, and the rights and obligations hereunder, may not be assigned by the Park District unless the Village, in the exercise of its sole and absolute discretion, consents in writing to such assignment.

T. **Municipal Limitations.** All Village commitments hereunder are limited to the extent required by law.

XVIII. EFFECTIVE DATE

The Effective Date for this Agreement shall be the day on which this Agreement is approved by the Village, with said date appearing on page 1 hereof.

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

Village of Bensenville,
an Illinois non-home rule municipal corporation

By: _____

Village President

ATTEST:

By: _____

Village Clerk

Bensenville Park District,
an Illinois park district

By: _____

President

ATTEST:

By: _____


Secretary

ACKNOWLEDGMENT

State of Illinois)
) SS
County of DuPage)

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

GIVEN under my hand and official seal, this 25 day of October, 2011.



Notary Public



State of Illinois)
) SS
County of DuPage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that John Wassinger and Rich Johnson, personally known to me to be the President and Secretary of the Bensenville Park District, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said Park District to be affixed thereto, pursuant to authority given by the Board of Commissioners of said Park District, as their free and voluntary act, and as the free and voluntary act and deed of said Park District, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 26th day of October, 2011.

Evelyn L. Struck
Notary Public

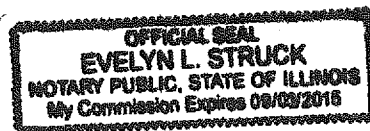


EXHIBIT A-1

Bensenville North Industrial District TIF District

All that area bounded by the following-described line, including all streets and rights-of-way located therein:

Legal Description:

THAT PART OF SECTIONS 2, 3, 11, 13, 14, 15, 22 AND 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTIONS 2 AND 11 TO THE NORTHWEST CORNER OF SAID SECTION 13; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF YORK ROAD (A.K.A. COUNTY HIGHWAY 8); THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 30 IN BLOCK 1 OF HOMESTEAD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1925 AS DOCUMENT NO. 195710; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION, SAID SOUTH LINE AND WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF A 20 FOOT ALLEY; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTH RIGHT-OF-WAY LINE OF A 20 FOOT PUBLIC ALLEY; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE AND WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST LINE OF BLOCK 3 IN SAID HOMESTEAD SUBDIVISION; THENCE SOUTHERLY ALONG SAID WEST LINE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ROOSEVELT AVENUE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CENTER STREET; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 16 IN BLOCK 1 OF TIOGA SUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF SAID SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1873 AS DOCUMENT NO. 17017; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 16 TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF A 20 FOOT ALLEY; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 4 IN SAID BLOCK 1; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION, SAID NORTH LINE AND EASTERLY EXTENSION THEREOF TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF YORK ROAD; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GREEN STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF GREEN

STREET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE GREENWOOD CONDOMINIUM PLAT, BEING IN THE SOUTHEAST QUARTER OF SAID SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 1975 AS DOCUMENT NO. R75-40315; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND EAST LINE TO THE NORTHEAST CORNER OF SAID GREENWOOD CONDOMINIUM PLAT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID GREENWOOD CONDOMINIUM PLAT TO THE EAST RIGHT-OF-WAY LINE OF CENTER STREET; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF GREEN STREET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO THE NORTHEAST CORNER OF THE CENTER STREET P.U.D. SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 30, 2005 AS DOCUMENT NO. R2005-0639; THENCE WESTERLY ALONG THE NORTH LINE OF SAID CENTER STREET P.U.D. SUBDIVISION TO THE NORTHWEST CORNER OF SAID CENTER STREET P.U.D. SUBDIVISION; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID CENTER STREET P.U.D. SUBDIVISION TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE 20 FOOT ALLEY; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF A 16 FOOT ALLEY; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 3 IN BROADVIEW ADDITION TO BENSENVILLE SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1922 AS DOCUMENT NO. 153293; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 3 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ADDISON STREET; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 35 IN SAID BROADVIEW ADDITION TO BENSENVILLE SUBDIVISION; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 35 AND WESTERLY EXTENSION THEREOF TO THE SOUTHEAST CORNER OF LOT 3 IN FRASE'S GREEN STREET ADDITION TO BENSENVILLE, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1919 AS DOCUMENT NO. 137353; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 3 AND THE WESTERLY EXTENSION THEREOF TO THE WEST RIGHT-OF-WAY LINE OF MASON STREET; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 3 IN ALVINA MESS'S SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 1921 AS DOCUMENT NO. 148946; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE SOUTHEAST CORNER OF LOT 1 IN WILLIAM NEUMANN'S ADDITION TO BENSENVILLE, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED

JANUARY 18, 1922 AS DOCUMENT NO. 153332; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID WILLIAM NEUMANN'S ADDITION TO BENSENVILLE TO THE SOUTHWEST CORNER OF SAID WILLIAM NEUMANN'S ADDITION TO BENSENVILLE, SAID SOUTHWEST CORNER BEING A POINT ON THE NORTH LINE OF BRETTMAN BROTHER'S ADDITION TO BENSENVILLE, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 23, 1922 AS DOCUMENT NO. 153406; THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF LOT 1 IN LOUIS HANSEN'S ASSESSMENT PLAT, BEING AN ASSESSMENT DIVISION IN SAID SOUTHEAST QUARTER OF SECTION OF 14, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 1956 AS DOCUMENT NO. 805933, AND CORRECTED BY A CERTIFICATE OF AMENDMENT RECORDED AUGUST 9, 1956 AS DOCUMENT NO. 811281; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO A POINT ON THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF GREEN STREET ADDITION TO BENSENVILLE SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 18, 1965 AS DOCUMENT NO. R65-1716; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION AND NORTHERLY LINE TO A POINT ON THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF JOHN KOEBBEMAN'S ADDITION TO BENSENVILLE, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 24, 1921 AS DOCUMENT NO. 150375; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION TO THE SOUTHEAST CORNER OF SAID JOHN KOEBBEMAN'S ADDITION TO BENSENVILLE; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID JOHN KOEBBEMAN'S ADDITION TO BENSENVILLE TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CHURCH STREET (A.K.A. CHURCH ROAD); THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO THE NORTHEAST CORNER OF LOT 19 IN DAVID J. SLOAN'S PLENTYWOOD GLEN SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1979 AS DOCUMENT NO. R79-87917; THENCE WESTERLY, NORTHERLY, WESTERLY, SOUTHERLY AND NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID DAVID J. SLOAN'S PLENTYWOOD GLEN TO THE NORTHWEST CORNER OF SAID DAVID J. SLOAN'S PLENTYWOOD GLEN; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID DAVID J. SLOAN'S PLENTYWOOD GLEN AND SOUTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH LINE OF VOLK BROTHER'S BRETWOOD, BEING A SUBDIVISION IN SAID SOUTHWEST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1927 AS DOCUMENT NO. 235105; THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HENDERSON STREET; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GROVE AVENUE; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 12 OF SAID VOLK BROTHER'S BRETWOOD SUBDIVISION; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 TO

A POINT ON THE NORTHERLY LINE OF LOT 2 IN SAID BLOCK 12; THENCE WESTERLY ALONG SAID NORTHERLY LINE AND NORTHERLY LINE OF LOT 13 IN SAID BLOCK 12 AND WESTERLY EXTENSION THEREOF TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 13 OF SAID VOLK BROTHER'S BREWOOD SUBDIVISION; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF LOTS 11 THRU 7 INCLUSIVE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WOOD AVENUE; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY EXTENSION OF AN EAST LINE OF PARCEL "A" IN BENSENVILLE LIBRARY LEARNING CENTER ASSESSMENT PLAT, BEING AN ASSESSMENT DIVISION IN SAID SOUTHWEST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1998 AS DOCUMENT NO. R98-266018 (SAID EAST LINE IS PLATTED AT A DISTANCE OF 137.05 FEET); THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND EAST LINE TO A POINT ON A NORTH LINE OF SAID PARCEL "A" (SAID NORTH LINE IS PLATTED AT A DISTANCE OF 182.60 FEET); THENCE EASTERLY ALONG SAID NORTH LINE AND EASTERLY EXTENSION THEREOF TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CHURCH STREET (A.K.A. CHURCH ROAD); THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF BREITER ESTATES, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 14 AND THE NORTHWEST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 25, 1998 AS DOCUMENT NO. R98-125187; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION AND NORTH LINE TO THE NORTHEAST CORNER OF DAVID J. SLOAN'S ADDITION TO BENSENVILLE, BEING A SUBDIVISION IN SAID SOUTHWEST QUARTER OF SECTION 14 AND SAID NORTHWEST QUARTER OF SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 1978 AS DOCUMENT NO. R78-123315; THENCE WESTERLY ALONG THE NORTH LINE OF SAID DAVID J. SLOAN'S ADDITION TO BENSENVILLE TO THE NORTHWEST CORNER OF LOT 11 IN SAID DAVID J. SLOAN'S ADDITION TO BENSENVILLE; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 11 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF DONNA LANE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND EAST RIGHT-OF-WAY LINE TO A POINT ON THE NORTH LINE OF VOLK BROTHERS SECOND ADDITION TO EDGEWOOD, BEING A SUBDIVISION IN SAID NORTHWEST QUARTER OF SECTION 23 AND THE NORTHEAST QUARTER OF SAID SECTION 22, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926 AS DOCUMENT NO. 219086; THENCE WESTERLY ALONG SAID NORTH LINE AND WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83 (A.K.A. ROBERT KINGERY HIGHWAY); THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 22; THENCE EASTERLY ALONG SAID NORTH LINE TO THE

SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14 TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN ST. BEDE'S EPISCOPAL CHURCH ASSESSMENT PLAT, BEING AN ASSESSMENT DIVISION IN SAID SOUTHWEST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 30, 1964 AS DOCUMENT NO. R64-40991; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND SOUTH LINE TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 14; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID ILLINOIS ROUTE 83(A.K.A. ROBERT KINGERY HIGHWAY); THENCE NORTHERLY, WESTERLY AND NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SOO LINE RAILROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 15; THENCE NORTHERLY ALONG SAID EAST LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SOO LINE RAILROAD; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PINE LANE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF IRVING PARK BOULEVARD (A.K.A. ILLINOIS ROUTE 19); THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF BEN DALE RESUBDIVISION, BEING A SUBDIVISION IN SAID NORTHEAST QUARTER OF SECTION 15; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND WEST LINE TO THE NORTHWEST CORNER OF SAID BEN DALE RESUBDIVISION; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID BEN DALE RESUBDIVISION TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF MEDINAH STREET; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND SOUTH RIGHT-OF-WAY LINE TO A POINT ON THE WEST LINE OF THE 20 FOOT NORTH-SOUTH ALLEY (NOW VACATED) IN BLOCK 40 OF THE FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION THE SOUTH HALF OF SAID SECTIONS 10 AND 11 AND IN THE NORTH HALF OF SAID SECTIONS 14 AND 15, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926 AS DOCUMENT NO. 213044; THENCE SOUTHERLY ALONG SAID WEST LINE TO A POINT ON THE CENTER LINE OF THE 20 FOOT EAST-WEST ALLEY (NOW VACATED) IN SAID BLOCK 40; THENCE EASTERLY ALONG SAID CENTER LINE AND EASTERLY EXTENSION THEREOF TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SPRUCE AVENUE; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID IRVING PARK BOULEVARD; THENCE

EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY EXTENSION OF A WEST LINE OF LOT 3 IN LAMARCA DEVELOPMENT P.U.D., BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 23, 2006 AS DOCUMENT NO. R2006-33168, SAID WEST LINE BEING 100 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 3; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND WEST LINE TO A POINT ON A NORTH LINE OF SAID LOT 3, SAID NORTH LINE BEING 154 FEET NORTH OF AND PARALLEL WITH SOUTH LINE OF SAID LOT 3; THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EASTERLY ALONG SAID SOUTH LINE OF LOT 3 TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTHERLY ALONG SAID EAST LINE OF LOT 3 AND NORTHERLY EXTENSION THEREOF TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF IRVING PARK BOULEVARD; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF PARKSIDE LANE; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID PARKSIDE LANE; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE AND WESTERLY EXTENSION THEREOF TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID PARKSIDE LANE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH LINE OF LOT 1 IN BLOCK 1 OF SNOWBERG CONSTRUCTION COMPANY'S SUBDIVISION, BEING A SUBDIVISION IN SAID NORTHWEST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 18, 1960 AS DOCUMENT NO. 956169; THENCE WESTERLY ALONG SAID SOUTH LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF EASTVIEW AVENUE; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 11 IN BLOCK 3 OF SAID SNOWBERG CONSTRUCTION COMPANY'S SUBDIVISION; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 11 TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF THE SOO LINE RAILROAD; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE SOUTHERLY ALONG SAID WEST LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SOO LINE RAILROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 1 IN GEORGE M. GROVE'S GREEN AVENUE GARDENS, BEING A SUBDIVISION IN THE EAST HALF OF SAID SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1950 AS DOCUMENT NO. 604907; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF A 20 FOOT ALLEY; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND EASTERLY EXTENSION THEREOF TO A

POINT ON THE EAST RIGHT-OF-WAY LINE OF GRANT STREET; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GREEN STREET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ADDISON STREET; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 4 OF SAID TIOGA SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE SOO LINE RAILROAD; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 14; THENCE EASTERLY ALONG SAID SOUTH LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF ASHBY WAY; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND EAST RIGHT-OF-WAY LINE AND NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID ROOSEVELT AVENUE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MASON STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 3 IN TOWN MANOR RESUBDIVISION, BEING A SUBDIVISION IN SAID NORTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24, 1956 AS DOCUMENT NO. 787350; THENCE WESTERLY ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 3 TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID MASON STREET; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 6 IN THE SUBDIVISION OF LOT 17 IN GEORGE E. FRANZEN'S SUBDIVISION, BEING A SUBDIVISION IN SAID NORTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 7, 1923 AS DOCUMENT NO. 169324; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER OF LOT 5 IN SAID SUBDIVISION OF LOT 17 IN GEORGE E. FRANZEN'S SUBDIVISION; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 5 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE 22 FOOT EAST-WEST ALLEY IN HERITAGE SQUARE SUBDIVISION, BEING A SUBDIVISION IN SAID NORTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 2000 AS DOCUMENT NO. R2000-139670; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF A 20 FOOT NORTH-SOUTH ALLEY; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH LINE OF OUTLOT 2 IN SAID HERITAGE SQUARE SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE TO A POINT ON THE EAST LINE OF LOT 2 IN BENSENVILLE PARK DISTRICT VETERANS PARK ASSESSMENT PLAT, BEING AN ASSESSMENT DIVISION IN SAID NORTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 3, 2003 AS

DOCUMENT NO. R2003-457953; THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF TRACT 3 AS SHOWN ON A PLAT OF SURVEY, IN SAID NORTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1963 AS DOCUMENT NO. R63-12120; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION AND NORTH LINE TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID CHURCH STREET (A.K.A. CHURCH ROAD); THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF IRVING PARK BOULEVARD; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WALNUT STREET; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOTS 8 THRU 11 INCLUSIVE IN IRVING HI-LANDS, BEING A SUBDIVISION IN SAID NORTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 1947 AS DOCUMENT NO. 519121; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND NORTH LINE TO A POINT ON THE EAST LINE OF SAID IRVING HI-LANDS SUBDIVISION; THENCE NORTHERLY ALONG SAID EAST LINE AND NORTHERLY EXTENSION THEREOF TO THE NORTHEAST CORNER OF LOT 29 IN O'HARE METROPOLITAN INDUSTRIAL DISTRICT-UNIT 3, BEING A SUBDIVISION IN SAID NORTHEAST QUARTER OF SECTION 14 AND THE SOUTH HALF OF SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1972 AS DOCUMENT NO. R72-60677; THENCE WESTERLY ALONG THE NORTHERLY LINES OF LOT 29 THRU LOT 1, INCLUSIVE IN SAID O'HARE METROPOLITAN INDUSTRIAL DISTRICT-UNIT 3, TO THE NORTHEAST CORNER OF PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION IN SAID NORTHWEST QUARTER OF SECTION 14 AND SOUTHEAST QUARTER OF SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1926 AS DOCUMENT NO. 212105; THENCE WESTERLY ALONG THE NORTH LINE OF SAID PERCY WILSON'S IRVING PARK MANOR SUBDIVISION TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 8 IN BLOCK 5 IN SAID PERCY WILSON'S IRVING PARK MANOR; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION, EAST LINE AND SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HILLSIDE DRIVE; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 1 IN BLOCK 6 OF SAID PERCY WILSON'S IRVING PARK MANOR; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION, WEST LINE AND NORTHERLY EXTENSION THEREOF TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 10 IN O'HARE METROPOLITAN INDUSTRIAL DISTRICT UNIT-2, BEING A SUBDIVISION IN SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 1971 AS DOCUMENT NO. R71-46718; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTHERLY ALONG THE WEST LINE OF LOTS 10, 9 AND 8 IN SAID O'HARE METROPOLITAN INDUSTRIAL DISTRICT-UNIT 2 TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE WESTERLY ALONG THE SOUTH LINE OF LOTS 7 AND 6 IN SAID O'HARE METROPOLITAN

INDUSTRIAL DISTRICT UNIT-2 AND THE WESTERLY EXTENSION THEREOF TO THE SOUTHWEST CORNER OF LOT 21 IN O'HARE METROPOLITAN INDUSTRIAL DISTRICT-UNIT 4, BEING A RESUBDIVISION IN SAID SECTION 11, ACCORDING TO THE PLAT THEREOF AS RECORDED ON OCTOBER 4, 1972 AS DOCUMENT NO. R72-60678; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 21 TO A POINT ON A LINE 455 FEET SOUTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF FOSTER AVENUE; THENCE EASTERLY ALONG SAID PARALLEL LINE TO THE WEST RIGHT-OF-WAY LINE OF COUNTRY CLUB DRIVE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF FOSTER AVENUE; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS ROUTE 83 (A.K.A. ROBERT KINGERY HIGHWAY); THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF O'HARE WEST INDUSTRIAL PLAZA, BEING A SUBDIVISION IN THE SOUTH HALF OF SAID SECTION 2 AND THE NORTH HALF OF SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1970 AS DOCUMENT NO. R70-24289; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND NORTH LINE TO THE NORTHEAST CORNER OF LOT 3 IN SAID O'HARE WEST INDUSTRIAL PLAZA SUBDIVISION; THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 3 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THORNDALE AVENUE; THENCE NORTHERLY ALONG A STRAIGHT LINE TO THE SOUTHWEST CORNER OF LOT 1 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 2, BEING A SUBDIVISION IN THE SOUTH HALF OF SAID SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NO. R77-102030; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, SAID POINT BEING THE SOUTHWEST CORNER OF DEVON FIVE ACRE FARMS, BEING A SUBDIVISION IN SAID SECTION 2, AS RECORDED JUNE 10, 1947 AS DOCUMENT NO. 522698; THENCE NORTHERLY ALONG SAID WEST LINE OF SAID DEVON FIVE ACRE FARMS TO THE NORTHWEST CORNER OF LOT 6 IN SAID DEVON FIVE ACRE FARMS; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 6 TO A POINT ON THE WEST LINE OF O'HARE LOGISTICS CENTER SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 26, 2007 AS DOCUMENT NO. R2007-177817; THENCE NORTHERLY ALONG SAID WEST LINE, AND ITS NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH LINE OF SAID SECTION 2; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 2 EXTENDED NORTHERLY; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND SAID EAST LINE TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2 TO THE POINT OF BEGINNING.

PINs: 03-02-102-015, -018, -025, -030, -031, -032, -033, -035, -036, -037, -038 and -039; 03-02-103-010, -011, -013 and -014; 03-02-104-003, -006, -007, -008, -009, -010, -011, -012 and -013; 03-02-105-001 and -002; 03-02-200-006, -008, -021, -022, -023, -024 and -030; 03-02-206-003, -007, -009, -010, -011, -012, -013 and -014; 03-02-207-001, -002, -003, -004, -007, -010, -011, -012, -013, -014, -015, -016, -017 and -018; 03-02-300-021 and -022; 03-02-301-003, -004, -007, -010, -011, -012, -013 and -015; 03-02-302-005 and -006; 03-02-303-008, -010, -011, -012 and -013; 03-02-304-001, -002, -010, -011, -012 and -013; 03-02-305-001; 03-02-400-001, -010, -029, -036, -037, -038, -040, -041 and -042; 03-02-401-002, -005 and -006; 03-02-402-001, -002, -009, -010, -011, -012, -013 and -014; 03-02-403-001; 03-02-404-001, -002, -003 and -005; 03-11-100-007, -008, -010, -011, -012, -014, -015, -016, -022, -023, -024, -025 and -026; 03-11-101-009, -011, -012, -014, -015, -017, -018, -019, -020, -021 and -022; 03-11-102-008, -009, -011, -016, -018, -019, -020, -021, -022, -024, -025, -026, -027, -029, -030, -032, -033, -034, -035, -037, -039, -043, -044, -045, -046, -048, -050, -051, -052, -054, -058, -059, -060, -061, -062, -063, -064, -065, -066 and -067; 03-11-103-006, -007, -009, -011, -012 and -013; 03-11-104-007, -008, -010, -011, -012, -014, -015, -016, -018, -019 and -020; 03-11-105-009, -010, -011, -014, -017, -018, -019, -020, -021, -024, -025 and -026; 03-11-200-002, -006, -007, -008, -009, -014, -020, -022, -023, -024, -028, -029, -031, -033, -034, -036, -037, -038, -039, -040, -041, -042, -043, -044, -046 and -047; 03-11-201-003; 03-11-202-003, -004, -007, -011, -012, -013, -014, -018, -025, -026, -027, -032, -033, -034, -035, -036, -038, -039, -043, -044, -045, -046, -047, -048 and -049; 03-11-308-035 and -040; 03-11-309-021, -022, -023 and -024; 03-11-311-022; 03-11-312-005, -006, -008, -009, -034, -035, -041, -042, -043, -045, -046 and -047; 03-11-314-001, -006, -007, -008, -009, -010 and -011; 03-11-315-001 and -002; 03-11-316-001, -004, -005, -006, -009, -015, -016, -018, -019, -020, -023, -025, -028, -029, -030, -031, -032, -033 and -034; 03-11-317-001, -002, -003 and -004; 03-11-400-005, -006, -007, -008, -009, -015, -016, -017, -019, -021, -022, -023 and -024; 03-11-401-001, -002, -003, -004, -005, -009, -011, -013, -014, -015, -016, -017, -018, -019, -020, -021, -022, -023, -024, -025, -026, -027, -028, -029, -030, -031, -032, -033, -034, -035, -036, -037, -038 and -039; 03-11-402-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011, -015, -018, -019, -020, -021, -022, -024, -027, -028, -029, -030 and -031; 03-11-403-002, -003, -004, -005, -006, -007, -009, -010, -011, -012, -013, -014, -015, -016, -017, -018, -020, -040 and -042; 03-11-404-001, -002, -004, -006, -008, -009, -010, -011, -012, -013, -016, -018, -019, -020, -022, -024, -025, -026, -027, -028 and -029; 03-14-117-004, -005, -006, -007, -008, -009, -010, -011, -012, -013, -028, -029, -030, -035, -040, -041, -042, -043, -044, -045, -046, -047, -048, -049, -050, -051, -052, -053, -054, -055, -057, -058, -059, -060, -062, -065, -066, -067 and -068; 03-14-118-001, -004 and -017; 03-14-120-012, -013, -014, -015 and -016; 03-14-121-001 and -002; 03-14-122-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011, -012, -013, -014, -015 and -016; 03-14-123-001, -002, -003, -004, -005, -006, -007, -008 and -009; 03-14-124-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011, -012, -013, -014, -015, -016, -017, -018, -019, -020, -021, -022, -023, -024, -025, -026, -027, -028, -029, -030, -031, -032, -033, -034, -035, -036, -037, -038, -039, -040, -041, -042, -043, -044, -045, -046, -047, -048, -049, -050, -051, -052, -053, -054, -055, -056, -057, -058, -059, -060, -061, -062, -063, -064, -065, -066, -067, -068, -069, -070, -071, -072, -073, -074, -075, -076,

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Commonly known as that area generally bounded by Devon Avenue on the North; York Road on the East; Green Street, Fenton High School, Deer Grove Leisure Center and Varble Park on the South; and IL-83 and Pine Lane on the West.

EXHIBIT A-2

Bensenville North Industrial District TIF District

Map

(see attached)

Proposed Bensenville North Industrial District TIF District


Legend

 RPA Boundary

0 0.25 0.5
Mile



September 2010

 S. B. Friedman & Company
Real Estate Services and Construction Management

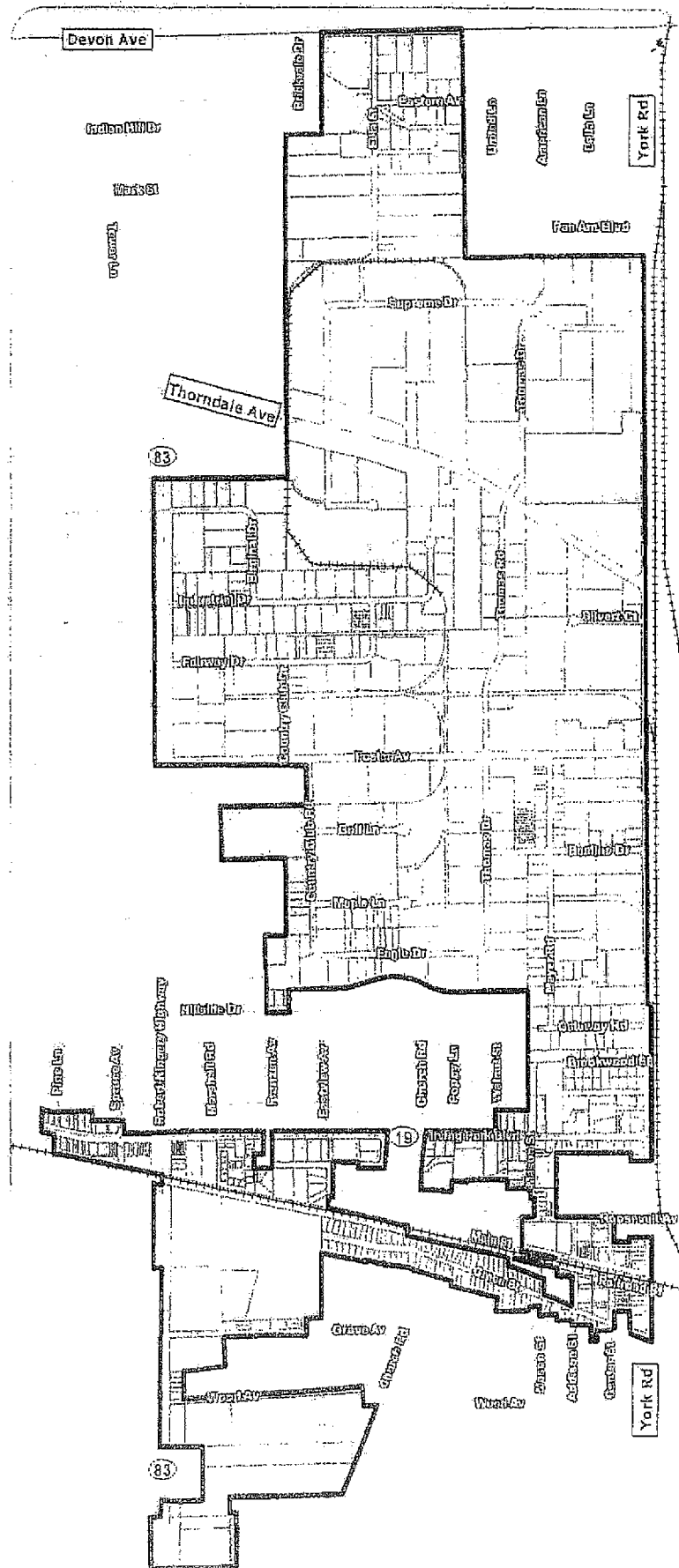


EXHIBIT B

Legal Description of the "Property"

P.I.N.:

Common Address:

Legal Descriptions for Varble Park

03-14-317-001:

That part of the South West quarter of Section 14, Township 40 North, Range 11, East of the Third Principal Meridian, described as follows: commencing at a point in the West line of said quarter section, 11.16 chains North a quarter degree West from the South West corner of said quarter section, thence North a quarter degree West 7.33 chains, thence North $86\frac{1}{2}$ degrees East 3.8 chains, thence South 7.51 chains, thence South $87\frac{1}{2}$ degrees West 3.87 chains to the place of beginning, in Du Page County, Illinois.

03-14-317-002:

Lot 6 of the Southwest quarter of Section 14, Township 40 North, Range 11, East of the Third Principal Meridian, described as follows: A part of the Southwest Quarter of Section 14, Township 40 North, Range 11, East of the Third Principal Meridian, commencing at the Southwest corner of said Section 14 and running North on Section line 18.54 chains; thence North $86\frac{1}{2}$ degrees East, 3.80 chains for a place of beginning; thence North $86\frac{1}{2}$ degrees East 7.87 chains to post in North line of land owned by John H. Francis; thence South along said "Francis" land 7.74 chains (to post in Southeast corner of same, it being also in the North line of land owned by D. Leseman); thence South $88\frac{1}{2}$ degrees West along said Leseman's land 7.87 chains (to post in Southeast corner of land owned by Gerd Henry "Francis"); thence North along said land 7.50 chains to the place of beginning, in DuPage County, Illinois.

03-14-317-012

That part of the Southwest quarter of Section 14, Township 40 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois, more fully described as follows:

Commencing at the Southeast corner of the Southwest quarter of Section 14, Township 40 North, Range 11, East of the Third Principal Meridian; thence South 88 degrees – 45 minutes West 11.30 chains to the center of road; thence North 21 degrees East 12.07 chains along the center of the road for a place of beginning; thence South 88 degrees – 30 minutes West 21.76 chains; thence North 7.74 chains; thence North 86 degrees – 30 minutes East 21.50 chains; thence South 1 degree – 15 minutes East 2.31 chains; thence North 89 degrees – 30 minutes East to center of road, which is 192.7 feet; thence South 21 degrees West along center of road 430 feet to the place of beginning, containing $18\frac{1}{2}$ acres more or less, situated in the Township of Addison in the County of DuPage, in the State of Illinois.

Common Addresses of:
1000 W Wood Street, *and*
1100 W Wood Street
Bensenville, Illinois

EXHIBIT C

Site Plan for the Project

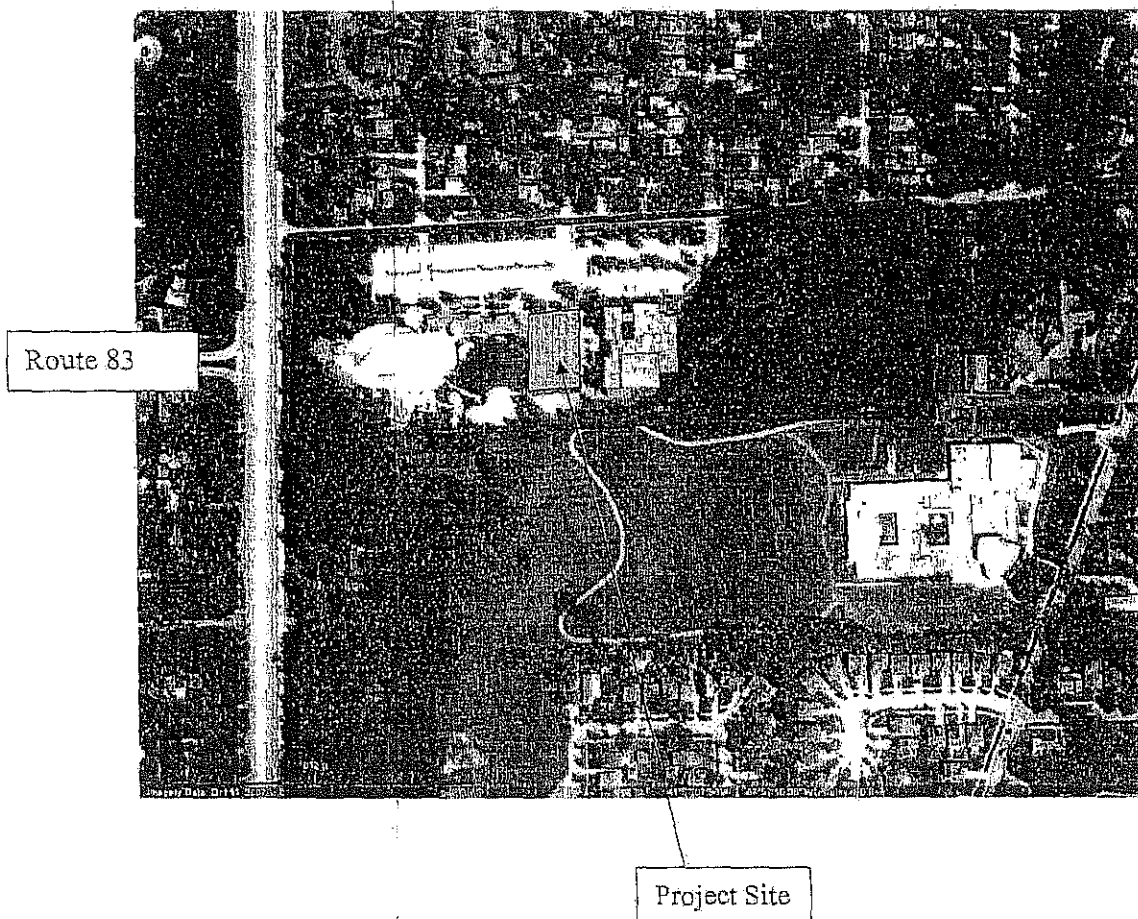
(attached)

Attachment A-5 SITE DESCRIPTION / Site Photos

Bensenville Park District

Varble Park Splash Pad

The Project is located just east of Route 83 on Wood Street. The Splash Pad location is directly adjacent to the Deer Park Leisure Center / Gymnasium and Water Park. Accessible indoor restrooms and showers exist, as well as adequate parking. Varble Park is located near the geographic center of the Bensenville Park District. Although relatively flat, it contains a sled hill, and abuts a large natural area with old growth trees and a restored woodland environment. The overall site is 18 acres. Access is good from Church Street, a major north – south local street and from Route 83, the major arterial highway through Bensenville. Full utilities are available.



VARBLE PARK **SPRAY PAD** CONCEPTUAL SITE PLAN

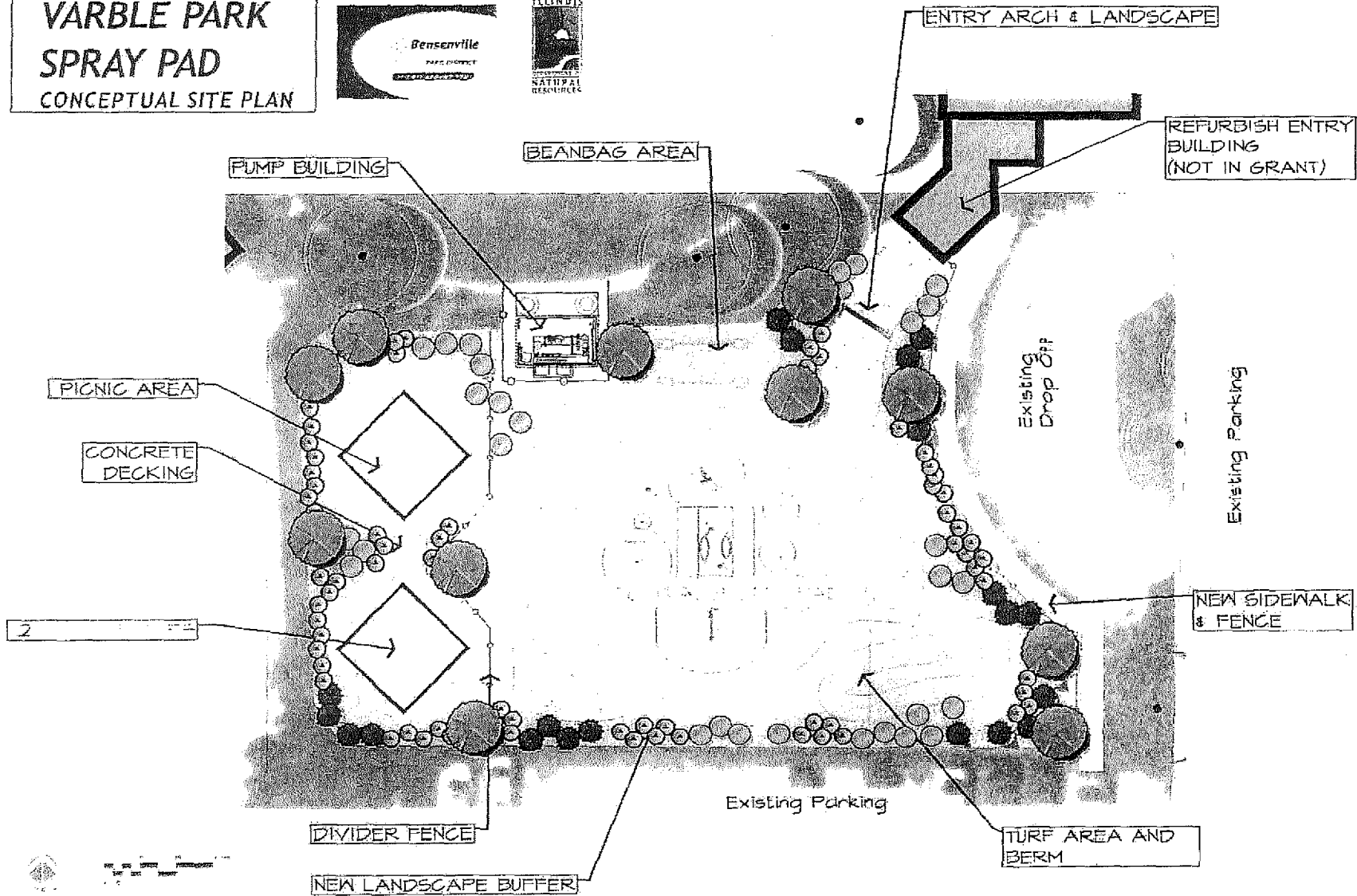


EXHIBIT D

Detailed Description of the Project

(attached)

Detailed Description of the Project

The Varble Park Water Park Splash Pad Project will incorporate the following:

1. Demolition of 20-year old miniature golf course that has reached the end of its usable life.
2. Construction of new water Splash Pad. The Pad will be designed for all ages, incorporating various levels of jets, sprays and bubblers.
3. Construct two (2) 20' square picnic shelters for community recreation use.
4. Two (2) permanent bean bag games will be installed to provide additional opportunity for social interaction.
5. A new sidewalk will permit safe passage of pedestrians to the entrance from the east parking areas and the adjacent Deer Grove Leisure Center.
6. Landscaping and a new entry feature will complement the area, becoming a focal point of Varble Park.
7. Refurbishment of entry building and interior washrooms; relocation of water main to access Kiwanis Shelter.

EXHIBIT E

**The TIF Eligible Redevelopment Costs
Relative to the Project that are
Subject to Reimbursement Under the Agreement**

(attached)

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
 SPRAY PARK FEASIBILITY STUDY
 REDUCED CONCEPT 10-Jun-10

DOC-4 DEVELOPMENT DATA
 Bensenville Park District
 VARBLE PARK SPLASH PAD

Description	Unit	Qty.	Unit Price	Total Price
DEMOLITION				
1.0 Excavation / Demo of existing GOLF COURSE, SITE	Lump Sum	1		25000.00
2.0 Remove Plant material	Allow			2500.00
3.0 Terminate Electrical runs	Allow			2500.00
4.0 Terminate Irrigation Runs / Plumbing	Allow			1000.00
5.0 Remove existing fence	Allow			1000.00
NEW CONSTRUCTION				
1.0 Electrical system	Allow	1	8500.00	8500.00
2.0 Combination Drinking Fountain / Shower	Each	1	5000.00	5000.00
3.0 Entry Monument / Landscape	Each	1	2000.00	2000.00
4.0 Family Spray Pad - equipment and installation	Lump Sum	1	235000.00	235000.00
5.0 Equipment Building w tank - Site built	Lump Sum	1	10000.00	10000.00
6.0 Family Spray Pad - color concrete	Square Foot	2200	12.00	26400.00
7.0 Misc. concrete, inc. new sidewalk	Square Foot	4000	6.25	25000.00
8.0 Permanent Bean Bag games	Allow	2	2500.00	5000.00
9.0 New protective fencing - decorative iron	Lin. Ft.	200	75.00	15000.00
10.0 Benches, Trash Cans, Picnic Tables	Allow	1	12000.00	12000.00
12.0 20' Square Picnic Shelter(s)	Allow	2	30000.00	60000.00
13.0 Import topsoil	Allow	1	1000.00	1000.00
14.0 Turf renovation / Landscaping	Allow	1	5000.00	5000.00
15.0 Education signage - conservation techniques	Allow	1	1000.00	1000.00
16.0 Design Service costs	Allow	1		\$ 52,500.00
OPINION OF PROJECT COST				\$ 495,400.00
BENSENVILLE PARK DISTRICT CONTRIBUTION (75/25)				\$ 123,850.00
PROPOSED GRANT AMOUNT				\$ 371,550.00
BENSENVILLE PARK DISTRICT CONTRIBUTION (50/50)				\$ 247,700.00
PROPOSED GRANT AMOUNT				\$ 247,700.00

**VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, ILLINOIS 60106**

Ordinance No. 46-2015

An Ordinance Authorizing a Redevelopment Agreement with KMS Investments, LLC for the Redevelopment of Certain Village Owned Property with a Limited-Service Hotel and Full-Service Restaurant Comprising a Part of the Grand Avenue Tax Increment Financing Distract (TIF #4) of the Village of Bensenville, Illinois

**ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 27th DAY OF OCTOBER, 2015**


Published in pamphlet form by authority of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois this 28th day of October 2015

STATE OF ILLINOIS)
COUNTIES OF COOK)
SS AND DUPAGE)

I, Corey Williamsen, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village; I do further certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 46-2015 entitled an Ordinance Authorizing a Redevelopment Agreement with KMS Investment, LLC for the Redevelopment of Certain Village Property with a Limited-Service Hotel and Full-Service Restaurant Comprising a Part of the grand Avenue Tax Increment Financing District (TIF #4) of the Village of Bensenville, Illinois.

INWITNESS WHEREOF, I have hereunto affixed my official hand and seal on this 28th day of October, 2015.

SEAL



Corey Williamsen
Deputy Village Clerk

ORDINANCE NO. 46-2015

**AN ORDINANCE AUTHORIZING
A REDEVELOPMENT AGREEMENT WITH KMS INVESTMENT, LLC FOR THE
REDEVELOPMENT OF CERTAIN VILLAGE PROPERTY WITH A LIMITED-SERVICE
HOTEL AND FULL-SERVICE RESTAURANT COMPRISING A PART OF THE
GRAND AVENUE TAX INCREMENT FINANCING DISTRICT (TIF #4)
OF THE VILLAGE OF BENSENVILLE, ILLINOIS**

BE IT ORDAINED, by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTION 1: The President and Board of Trustees of the Village of Bensenville (hereinafter referred to as the "Village") find as follows:

- A. The Village is a non-home rule unit of government in accordance with Article VII, Section 7 of the Constitution of the State of Illinois, 1970.
- B. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.
- C. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.
- D. Pursuant to Ordinance Numbers 28-98, 29-98 and 30-98, adopted May 19, 1998, as amended by Ordinance Numbers 35-2013, 36-2013, and 37-2013, adopted May 28, 2013, to fix certain scrivener's errors in the legal description and to extend the length of the tax increment financing district, the Village approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the Village's Grand Avenue Tax Increment Financing District (TIF # 4) (the "TIF District"); said TIF District being legally described and

depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2, respectively, attached hereto and made part hereof.

- E. Pursuant to 65 ILCS 5/8-1-2.5, the Village is authorized to appropriate and expend funds for economic development purposes.
- F. The Village is the fee owner of certain real property located within the Redevelopment Project Area, said property being legally described on EXHIBIT B attached hereto and made part hereof (the "Property").
- G. KMS Investment, LLC (the "Developer") desires to acquire, redevelop, rehabilitate, renovate, reconstruct, repair and operate the Property with a new hotel, restaurant, and banquet space (the "Project").
- H. That attached hereto as EXHIBIT C and made part hereof is a redevelopment agreement, between the Developer and the Village, which sets forth the terms and conditions pursuant to which the Developer will acquire, proceed with, and operate, the Project on the Property (the "Redevelopment Agreement").
- I. That notice of the Village's intent to enter into the Redevelopment Agreement, including the Village's intent to transfer title to the Property pursuant thereto, as required by 65 ILCS 5/11-74.4-4(c), was published on October 8, 2015 (the "TIF Notice"); a copy of the publisher's certificate in relation to said TIF Notice being attached hereto as EXHIBIT D and made part hereof.
- J. In accordance with the TIF Act, it is in the best interests of the Village to approve the Redevelopment Agreement, so that redevelopment within the TIF District can continue, said redevelopment pursuant to the TIF Act being the Village's public purpose for providing the incentive set forth in the Redevelopment Agreement.

SECTION 2: Based upon the foregoing, and pursuant to the TIF Act, the Redevelopment Agreement, attached hereto as EXHIBIT C, is hereby approved, and the Village President and Village Clerk of the Village are hereby authorized and directed to execute and deliver such other instruments, including said Redevelopment Agreement attached hereto as EXHIBIT C, as may be necessary or convenient to carry out the terms of said Redevelopment Agreement.

SECTION 3: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this 27 day of October, 2015, pursuant to a roll call vote as follows:

AYES: DeSimone, Jaworska, Wesseler, Janowiak, O'Connell

NAYS: None

ABSENT: Carmona

APPROVED by me this 27 day of October, 2015.



Frank Soto, Village President

ATTEST:


Ilsa Rivera-Trujillo, Village Clerk

Published by me in pamphlet form this 28 day of October, 2015.



Corey Williamsen
Deputy Village Clerk

EXHIBIT A-1

Grand Avenue Tax Increment Financing District (TIF # 4)

THAT PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING IN THE NORTH LINE OF SAID SECTION AT A POINT 1,019.04 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 AS A POINT OF BEGINNING, THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF PROPERTY DESCRIBED IN DOCUMENT NUMBER 388417, 1573.55 FEET TO THE CENTERLINE OF GRAND AVENUE; THENCE EASTERLY ON THE CENTER LINE OF GRAND AVENUE 1,392.28 FEET TO THE EAST LINE OF SAID NORTHEAST 1/4; THENCE NORTHERLY ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 1,641.55 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 1,614.80 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART OF GRAND AVENUE LYING SOUTH OF THE SOUTH LINE OF LOTS 1 AND 2 EXTENDED EAST TO THE EAST LINE OF SECTION 25, IN SEXTON PROPERTY REDEVELOPMENT SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 2002 AS DOCUMENT R2002-198616), IN DUPAGE COUNTY, ILLINOIS;

-- TOGETHER WITH --

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 24, THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 24 TO THE NORTH LINE OF BELMONT AVENUE (A.K.A. SOUTH STREET) PROJECTED EAST; THENCE WEST ALONG THE NORTH LINE OF BELMONT AVENUE TO THE WEST LINE OF LEGENDS LANE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 17, 2005 AS DOCUMENT R2005-034100; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY PROJECTION OF SAID WEST LINE TO THE SOUTH LINE OF SAID SECTION 24; THENCE EAST ALONG SAID SOUTH LINE OF SECTION 24 TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS;

PINs: 03-25-200-006 and 03-25-200-007;

Commonly known as that area bounded by the centerline of County Line Road on the East, the North line of Grand Avenue on the South, the North line of East Belmont Avenue (South Street) on the North and the Bensenville corporate boundary on the West.

EXHIBIT A-2

Grand Avenue Tax Increment Financing District (TIF # 4)

Map

(attached)

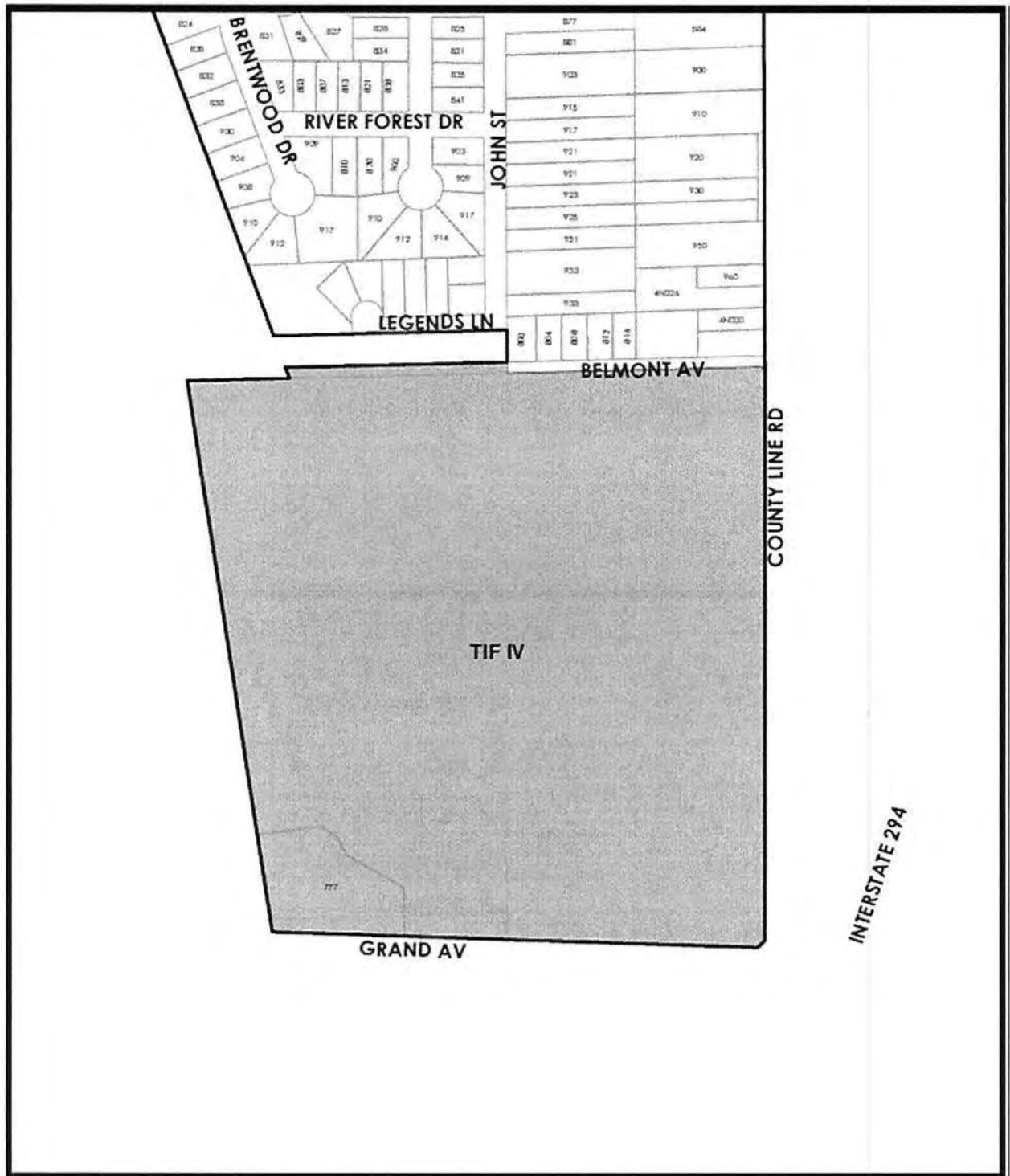


EXHIBIT B

Legal Description of the "Property"

THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 25 TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING IN THE NORTH LINE OF SAID SECTION AT A POINT 1019.04 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST $\frac{1}{4}$ AS A POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF PROPERTY DESCRIBED IN DOCUMENT 388417. 1573.55 FEET TO THE CENTER LINE OF GRAND AVENUE; THENCE EASTERLY ON THE CENTER LINE OF GRAND AVENUE 1392.28 FEET TO THE EAST LINE OF SIDE NORTHEAST $\frac{1}{4}$; THENCE NORTHERLY ALONG THE EAST LINE OF SAID NORTHEAST $\frac{1}{4}$ 1641.55 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST $\frac{1}{4}$; THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHEAST $\frac{1}{4}$ 1614.80 FEET TO THE POINT OF BEGINNING. (EXCEPT THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHLINE OF SAID NORTHEAST $\frac{1}{4}$ AND THE WESTERLY RIGHT OF WAY LINE OF 66 FOOT WIDE MT. PROSPECT ROAD.; THENCE SOUTH ALONG SAID WESTERLY RIGHT OF WAY, 10 FEET; THENCE NORTHWESTERLY TO A POINT OF SAID NORTH LINE, SAID POINT BEING 10 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING), IN DU PAGE COUNTY, ILLINOIS.

PINs: 03 – 25 – 200 – 006 and 03 – 25 – 200 - 007

Commonly known as: _____
Bensenville, Illinois 60106

EXHIBIT C

Redevelopment Agreement

(attached)

EXHIBIT D

**Publisher's Certificate
Relative to the 65 ILCS 5/11-74.4-4(c)
Property Conveyance Notification**

(attached)

DRAFT 02/10/2016

**AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE
AND KMS INVESTMENT, LLC, FOR THE REDEVELOPMENT
OF CERTAIN VILLAGE PROPERTY WITH A LIMITED-SERVICE
HOTELS AND FULL-SERVICE RESTAURANT**

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of January 2016 by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "Village"), and KMS Investments, LLC, an Illinois limited liability company ("Developer"), of certain Village-owned property with a Holiday Inn Express or equivalent brand of limited-service hotel and a full-service restaurant (the Village and Developer sometime referred to as the "Party" and collectively as the "Parties"),

WITNESSETH,

WHEREAS, the Village is an Illinois municipality duly organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, pursuant the Tax Increment Allocation Redevelopment Act, Sections 11-74.4-1, *et seq.*, of the Illinois Municipal Code, 65 ILCS 5/11-74.4-1, *et seq.*, the President and Board of Trustees of the Village approved on May 19, 1998, Ordinances Nos. 28-98, 29-98, and 30-98, subsequently amended and modified by Ordinances Nos. 35-2013, 36-2013, and 37-2013, approved May 28, 2013, which authorize and provide for a redevelopment plan and project and a special tax allocation fund for a project area designated the Grand Avenue Redevelopment Area and commonly known as Tax Increment Finance District 4 ("TIF 4"); and

WHEREAS, pursuant to Sections 11-74.4-3(q) and 11-74.4-4 of the Illinois Municipal Code, 65 ILCS 5/11-74.4-3(q) and 11-74.4-4, for any redevelopment project, the Village may, among other things, acquire properties within the project areas and rehabilitate, reconstruct, and repair them; install, repair construct, reconstruct streets and utilities needed for the redevelopment of the area; and incur all reasonable and necessary costs incidental thereto; and, further enter into contracts property owners, the developers, tenants and others necessary or incidental to the redevelopment plan and project; and

WHEREAS, there is located within TIF 4, adjacent to 777 West Grand Avenue, a certain tract of property ("Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, consisting of: 1) the tax parcel identified as P.I.N. 03-23-200-007, which is comprised of a portion of Lots 1 and 4 of the Sexton Property Resubdivision and which is owned by the Developer; and 2) a part of the tax parcel identified as P.I.N. 03-23-200-006, comprised of the Lots 2, 3, 5, and the portion of Lot 4 not included in P.I.N. 03-23-200-007, and a rectangular parcel between Lots 2, 3, 5, and Lot 4, which is owned by the Village; and

WHEREAS, the Developer is in the business of acquiring properties for redevelopment and operation as hotels and restaurants; and

WHEREAS, The Developer proposes to redevelop the Property by, first, constructing and operating a Holiday Inn Express and Suites ("Holiday Inn") and full service restaurant on the part of the Property ("Tract A") consisting of the portion of Lot 1 in P.I.N. 03-23-200-007, Lots 2, 4, and 5, and the rectangular parcel between Lots 2, 3, 5, and Lot 4 and, following completion of the redevelopment of Tract A, the construction and operation on Lot 3 ("Tract B") of a brand of limited-service hotel equivalent to a Holiday Inn, together with detention facilities and other improvements substantially as detailed in Exhibit B, "Redevelopment Project," attached hereto and incorporated herein by reference as if fully set forth; and

WHEREAS, The Developer is willing and desires to redevelop and operate the Property as aforesaid in consideration of the Village's conveying the Property, subject to the Developer's providing the Village with a letter of credit and a mortgage on Tract B as set forth herein, and providing an allowance of up to Two Hundred Thousand and no/100ths Dollars (\$200,000.00) through rebates of the incremental property taxes to cover any unanticipated incremental costs over the appraised value of the Property due to unforeseen geotechnical issues as set out below; and

WHEREAS, the Village has determined that the redevelopment of the Property as proposed by the Developer will attract people to and increase business within the TIF 4 area and stimulate the development of businesses on properties adjacent to the Property; and

WHEREAS, the Developer has demonstrated to the Village that but for the conveyance to it of the Property and the Two Hundred Thousand and no/100ths Dollars (\$200,000.00) for documented unanticipated incremental costs, it would be unable to undertake the redevelopment of the Property as proposed herein; and

WHEREAS, therefore, the Village has found that it is in the interests of the Village and its residents for the redevelopment of the Property as proposed by the Developer; and

WHEREAS, accordingly, the Parties desire to enter into this Agreement for the redevelopment of the Property as set forth herein,

NOW, THEREFORE, IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Village hereby agree as follows:

SECTION 1. RECITALS

The recitals hereinabove set forth are hereby incorporated by this reference into the body of this Agreement to the same extent as if each such recital had been set forth in full in the body of this Agreement.

SECTION 2. DEFINITIONS

"Developer": Shall include, in addition to the Developer, any person to whom the

Developer shall have assigned or contracted in full or in part its Redevelopment Project rights hereunder, provided that the Village shall have approved in writing said assignment or contract. Such assignment or contract shall not operate to release the Developer from or waive any of its obligations hereunder.

"Redevelopment Project": Shall mean the redevelopment of Property as detailed in Exhibit B, attached hereto and incorporated herein by reference as if fully set forth, with two (2) new hotels, one to be a Holiday Inn, and the other, an equivalent brand of limited service hotel ("Second Hotel") ("the Holiday Inn and the Second Hotel being referred to collectively as "Hotels") of approximately 100 rooms each and a single full-service restaurant ("Restaurant"), similar to a "Texas Roadhouse" or "Applebee's" restaurant, separate and freestanding from the Hotels, of approximately 5,000 square feet, to be operational at least for lunch and dinner seven (7) days a week, together with detention facilities and other improvements. The Holiday Inn and the Restaurant shall be constructed on Tract A. The Second Hotel shall be constructed on Tract B. The starting, progression, and completion of the Redevelopment Project shall be in accordance with the Project milestones in Exhibit C, "Project Timeline," which is attached hereto and incorporated herein by reference as if fully set forth.

"Effective Date": Shall mean the date on which the Village receives the Letter of Credit for Two Hundred Thousand and no/100ths Dollars (\$200,000.00) as provided for in Section 3.2 of this Agreement.

"Term": Shall mean the period beginning with the Effective Date and extending through a period of ten (10) years from the date on which the last required certificate of occupancy is issued for the Second Hotel.

SECTION 3. VILLAGE'S AGREEMENTS AND OBLIGATIONS

1. The Parties acknowledge and agree that the Sexton Property Resubdivision setting forth the dimensions and areas of Lots 1, 2, 3, 4 and 5 is not final and has not been recorded as of the date hereof. The Parties agree to work in good faith towards finalizing the Sexton Property Resubdivision, and upon a final Plat that is agreed to by Developer and Village, record said resubdivision with DuPage County Recorder of Deeds. Within five (5) days of the execution of the Agreement, the Village will provide the Developer with the information relating to Tract B set out in Exhibit "D," "Property Information," attached hereto and incorporated herein by reference as if fully set forth. The Developer represents and agrees that all of the Property Information in Exhibit D for the Tract A parcels has been previously provided by the Village to the Developer. Within five (5) days of the execution of the Agreement, Village shall provide Developer with an owner's policy commitment for title insurance from a reputable title insurance company, to insure Tract A and Tract B, with copies of all recorded exceptions on such title insurance policy. Developer shall have ten (10) days from the receipt of said title insurance commitment to accept or object to any and all exceptions to said commitment without regard to whether such exceptions are included as permitted Title Exceptions under Exhibit F attached

hereto.

2. Upon the execution of this Agreement, satisfaction or waiver of Developer's right to object to any title exceptions as provided in Paragraph 3.1 above, after final agreement and recordation of the Sexton Property Resubdivision, and the Village's receipt of the Letter of Credit for Two Hundred Thousand and no/100ths Dollars (\$200,000.00), as defined in Section 4.1, the Village agrees convey to the Developer by quit-claim deed all of its right, title, and interest in the Tract A parcels owned by the Village or in which the Village has an interest "as is" and without any warranties whatsoever, including warranties as to its environmental condition, except for the covenants of Village under this Agreement. The closing on the Tract A parcels shall be within ten (10) days of the Developer's tendering of the Letter of Credit, unless mutually agreed to otherwise by the Parties. Also, subject to the satisfaction or waiver of the inspection contingency provided in Section 4(2) hereunder, upon the Developer's filing the application for the foundation permits for the Second Hotel, and upon the Village's receipt of the Letter of Credit for Two Hundred Thousand and no/100ths Dollars (\$200,000.00), as defined in Section 4.1, the Village agrees to convey by quit-claim deed all of its right, title, and interest in Tract B to the Developer "as is" and without any warranties whatsoever, including warranties as to its environmental condition, except for the covenants of Village under this Agreement. The closing on Tract B shall be within ten (10) days of the Developer's application of the foundation permits, unless mutually agreed to otherwise by the Parties.

The Village agrees to pay for an ALTA Survey and one half of the escrow fees at the closings on the Tracts A parcels and Tract B and to provide the Developer with a draft conveyance agreement for each closing incorporating these and terms of the conveyance as set forth here. Any obligations that the Village shall have had as owner of the Tracts A and Tract B parcels shall cease and become those of the Developer immediately upon the closing on each tract, except for those covenants and agreements provided under this Agreement.

3. The Village agrees to accept the Letter of Credit as described in subsection 4.1 to be used for the purposes, and on the conditions set forth in subsection 4.1 below.
4. Intentionally Deleted.
5. The Village shall waive all Village permit fees, inspection fees, water connection and sewer tap in fees and costs, other utility or connection fees, related to or in connection with the Redevelopment Project. This waiver shall not include Village business, liquor, and other license fees or charges related to the operation of the Redevelopment Project or any Village permit and inspection fees accruing after the Developer is granted the last required certificate of occupancy on the Second Hotel. The Developer shall be responsible for the fees and costs of securing all non-Village licenses, permits, thirty-party inspection fees and certifications required for the Redevelopment Project.

6. The Village shall issue a liquor license to the Developer for the Property, provided the Developer qualifies for a liquor license under State and local laws applicable to the issuance of a liquor license.
7. The Village shall have the responsibility of obtaining a "No Further Remediation" Letter ("NFR") from the Illinois Environmental Protection Agency ("IEPA") for Tracts A and B. The Village represents that there has been has submitted to the IEPA an application, work plan, and all other required documentation for issuance of the said NFR and that, based on the date of submission of this documentation, the Village anticipates the issuance of the NFR on or before December 15, 2016.

SECTION 4. DEVELOPER'S AGREEMENTS AND OBLIGATIONS

1. Simultaneously with the execution of the Agreement, the Developer agrees to post with the Village an irrevocable standby letter of credit in the favor of the Village in the amount of Two Hundred Thousand and no/100ths Dollars (\$200,000.00) ("Letter of Credit") as security to guarantee the performance of all of the Developer's obligations hereunder related to the redevelopment of Tract A and completion of the First Hotel. The Letter of Credit shall be enforceable or renewable through the issuance of the last of the certificates of occupancy for the complete operation of the First Hotel. Upon completion of the First Hotel, Developer may cancel the Letter of Credit. The Letter of Credit shall further provide that it shall not expire until ninety (90) days after the issuer shall have notified the Village of its expiration, but in all instances may expire or be cancelled upon completion of the First Hotel. The Developer agrees that the Village shall be entitled to draw upon the Letter of Credit as set forth in Section 4.7 to satisfy any unpaid penalties owed to the Village as result of the Developer's failure to meet the Project milestones set forth in Exhibit C as required by this Agreement as it relates the First Hotel only.

Upon conveyance of Tract B to Developer the Developer agrees to post with the Village an irrevocable standby letter of credit in the favor of the Village in the amount of Two Hundred Thousand and no/100ths Dollars (\$200,000.00) ("Letter of Credit") as security to guarantee the performance of all of the Developer's obligations hereunder related to the redevelopment of Tract B and completion of the Second Hotel. The Letter of Credit shall be enforceable or renewable through the issuance of the last of the certificates of occupancy for the complete operation of the Second Hotel. Upon completion of the Second Hotel, Developer may cancel the Letter of Credit. The Letter of Credit shall further provide that it shall not expire until ninety (90) days after the issuer shall have notified the Village of its expiration, but in all instances may expire or be cancelled upon completion of the Second Hotel. The Developer agrees that the Village shall be entitled to draw upon the Letter of Credit as set forth in Section 4.7 to satisfy any unpaid penalties owed to the Village as result of the Developer's failure to meet the Project milestones set forth in Exhibit C as required by this Agreement as it relates the Second Hotel only.

2. Within one-hundred twenty (120) days of the latter of: a) receipt of the NFR Letter, or b) the issuance of the certificate of occupancy for the last to be completed of the Holiday Inn or Restaurant, the Developer agrees to do such inspection of the physical condition of Tract B as it deems necessary, including, but not limited to, soil conditions, and to perform such environmental testing as it deems appropriate, and to notify the Village on or before the conclusion of said one-hundred-twenty-(120)-day if the Developer determines that Tract B is not satisfactory for purpose of the Redevelopment Project, to notify the Village of such and that it is cancelling the Agreement as to the construction and operation of the Second Hotel. If the Developer does not notify the Village that it is cancelling the Agreement as to the construction and operation of the Second Hotel, the Developer shall remain fully obligated for such as provided in this Agreement. If the Developer notifies the Village that it is cancelling the Agreement as to the construction and operation of the Second Hotel in accordance with this Section, the Developer agrees and understands that all of its rights under this Agreement as to Tract B and all obligations of the Village to the Developer in regard thereto under this Agreement shall terminate and cease, and that the Village shall be entitled to use, convey, redevelop, or seek the redevelopment of Tract B in any manner it lawfully may, including, but not limited to, the use for hotels and restaurants of the kind constructed and operated on Tract A.
3. The Developer agrees that for purposes of the Redevelopment Project the conveyance of the Village's right, title, and interest in the parcels comprising the Property shall be by quit-claim deed, and to close thereon as provided in Section 3.2 of this Agreement. The Developer's taking title to Tract A and B parcels shall be subject only to those exceptions in Exhibit F, "Title Exceptions," attached hereto and incorporated by reference as if fully set forth. At closings for each tract, the Developer agrees to pay one half of the escrow fees and other closing costs not specifically provided for here as the responsibility of the Village, and to reimburse the Village its cost for the standard title insurance policy and commercially reasonable endorsement and the recording fees of the deed and Plat of Subdivision. The Developer agrees to assume all obligations of ownership from the Village for Tract A parcels and Tract B upon the Village's conveyance ownership of them to the Developer, subject to and except for the covenants and agreements provided under this Agreement.
4. The Developer agrees to pay and to remit in full all fees or charges attributable to outside consultant services for any Village permit or inspection of the Redevelopment Project within thirty (30) days of the Village invoicing the Developer of such. The Developer also agrees to pay Village business, liquor, and other license fees or charges related to the Redevelopment Project or any Village permit and inspection fees accruing after the granting of the certificates of occupancy for the Hotels and

Restaurant.

5. Further, the Developer shall construct on-site detention on the Property as depicted in Exhibit B that shall be adequate to accommodate the run-off from the Property as redeveloped.
6. Intentionally Deleted.
7. Upon the conveyance of Tract A and Tract B to the Developer, the Developer shall undertake to start, progress upon, and complete each portion of the Redevelopment Project as detailed in Exhibit B, in accordance with the Project milestones set out in Exhibit C, subject to the covenants, conditions and agreements provided in this Agreement, acts of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, mechanical failure or utility outage, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or other instance of *force majeure* reasonably beyond the control of the Developer. The Developer's compliance with the Project milestones in Exhibit C is a material term of this Agreement, and any agreement by the Village to waive or modify one or more of the Project milestones therein shall not be deemed as the Village's agreement to waive or modify any other

If the Developer fails to meet any Project milestone set forth in Exhibit C for the start, progress, and completion of the Project therein, and said failure is not cured as provided herein, the Village shall be entitled to the penalty corresponding to the milestone not met as liquidated damages for the failure to meet such. The Developer shall pay the Village the amount of such penalty within ten (10) days of the Village's service of notice upon the Developer of the Developer's failure to meet such milestone and of the amount of the penalty due therefor. Such penalty shall be enforceable by the Village as an obligation of the Developer. Additionally, if the Developer does not pay the penalty within such ten (10)-day period, the Village, in addition to any other remedy it may have for such nonpayment, shall be entitled to draw upon the Letter of Credit to satisfy the payment of such penalty.

8. The Parties have agreed that beginning with the tax year in which the last certificate of occupancy is issued for either of the Holiday Inn or the Restaurant and for nine (9) successive tax years thereafter, the Developer, including all lessees and agents of the Developer and the or any other party having an interest in the Holiday Inn and/or the Restaurant shall not file a complaint to reduce the equalized assessed value of the Tract A or appeal or otherwise contest such. The Parties have further agreed that beginning with the tax year in which the certificate of occupancy is issued for the Second Hotel and for nine (9) successive tax years thereafter, the Developer, including all lessees and agents of the Developer and the or any other party having an interest in the Second Hotel, shall not file a complaint to reduce the equalized assessed value of the Tract B or appeal or otherwise contest such.
9. Beginning as of the date of the issuance of the certificates of occupancy for each

Hotel and the Restaurant, the Developer shall provide the Village with complete copies of all Form ST-1, Sales and Use Tax and E911 Surcharge Return, or successor forms for the operation of each Hotel and for the Restaurant which it, and all lessees, operators, and concessionaires of the Hotels and Restaurant shall be required to file with the Illinois Department of Revenue or successor agency, within ten (10) days of the filing of such.

10. The Developer, and all of its contractors, lessees, and operators of the Property, shall comply with all requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, to the extent that such requirements shall be applicable to the construction, repair, alteration, and maintenance of all improvements on the Property. To the fullest extent of the law, the Developer shall indemnify, hold harmless, and defend the Village and any of its Trustees, officers, employees, and agents from and against any and all liability, suits, claims, demands, causes of action, judgments, and damages, including attorney's, witness, and other professional fees and costs arising out of or related to any violation of the Illinois Prevailing Wage Act by the Developer or any of its contractors, lessees, and operators.

SECTION 5. LITIGATION AND DEFENSE OF AGREEMENT

1. If, during the Term of this Agreement, any lawsuits or proceedings are filed or initiated against either Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Agreement ("Litigation"), the Party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other party and shall thereafter keep the other party fully informed concerning all aspects of the Litigation.
2. The Village and the Developer do hereby agree to use their respective best efforts to defend the validity of this Agreement and all ordinances and resolutions adopted and agreements executed pursuant to this Agreement, including every portion thereof and every approval given, and every action taken pursuant thereto. Each Party shall have the right to retain its own independent legal counsel, at its own expense, for any matter. The Village and the Developer do hereby agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

SECTION 6. RELEASE OF INFORMATION

To the extent permitted by law, the Village shall maintain confidentiality of the information contained in financial and other documentation provided it by the Developer in connection with this Agreement; however, the Developer understands and acknowledges that the Village, as a public body, is subject to the (Illinois) Freedom of Information Act, 5 ILCS 140/1, *et seq.*, the (Illinois) Open Meetings Act, 5 ILCS 120/1, *et seq.*, and other law providing for the public disclosure of information and records, and agrees to abide by the Village's determinations regarding required disclosures under such laws and not to bring any claims, actions, suits, or

causes of action or to seek damages of any kind against the Village on account of any disclosure. The Developer acknowledges and agrees that the provisions of this Agreement shall be a matter of public record as shall any and all credits and payments made by the Village to the Developer pursuant to this Agreement.

SECTION 7. NOTICE AND RIGHT TO CURE.

Neither Party may exercise the right to obtain any penalty, bring any suit, action, mandamus, or any other proceeding in regard to this Agreement without first providing written notice to the other party of the breach or alleged breach and allowing a period of thirty (30) days for the curing of said breach or alleged breach, provided, however, that in the event such violation or failure cannot be cured within said thirty (30)-day period notwithstanding diligent and continuous efforts by the Party receiving notice and said Party shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity then the period for curing such violation or failure shall be extended for such period as may be necessary for curing such violation with diligence and continuity.

SECTION 8. ENFORCEMENT

1. Except as otherwise provided under this Agreement, the Parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement, provided, however, that the Developer agrees that it shall not seek, and that it does not have the right to seek, to recover a judgment for monetary damages against any elected or appointed Village officers, officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement; and further provided that Village's sole and exclusive remedy for breach by Developer hereunder shall be calling of the Letter of Credit and payment of the full amount of the thereof. In the event of a judicial proceeding brought by any Party to this Agreement against any other Party to this Agreement for enforcement or for breach of any provision of this Agreement, the prevailing Party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorney's fees, incurred in connection with such judicial proceeding.
2. Except as otherwise set forth in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by law or this Agreement, shall be cumulative and the exercise by any Party of any one or more such remedies shall not preclude the exercise by it at the same time or different times of any other remedies for the same default or breach by any other party, except as otherwise provided herein. Unless prohibited by law, any delay by any Party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way, it being the intent of this provision that such party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of the default involved.

No waiver made by any Party with respect to any specific default by any other party under this Agreement shall be construed as a waiver of rights with respect to any other default by the defaulting party under this Agreement or with respect to the particular default except to the extent specifically waived in writing or otherwise prohibited by law.

3. All judicial proceedings by the Parties to enforce State claims shall be brought in the Circuit Court for the Eighteenth Judicial Circuit, Wheaton, DuPage County, Illinois, and in the U.S. District Court for the Northern District of Illinois to enforce federal claims.

SECTION 9. LIQUIDATED DAMAGES FOR VILLAGE'S LOSS OF SALES TAX REVENUES FOR DEVELOPER'S BREACH

The Parties agree and stipulate that in the event of a breach by the Developer of any of its obligation under this Agreement, given the difficulty of ascertaining damages to the Village from the loss of the sales tax revenues attributable to the Redevelopment Project on the Property, the Village's calling of the Letter of Credit and payment of the full amount of the same thereof to the Village shall constitute the full amount of liquidated damages owed the Village in regard to the Developer's breach, and shall be the Village's sole and exclusive remedy hereunder. .

SECTION 10. NATURE AND SURVIVAL OF OBLIGATIONS

The Parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, shall constitute the obligation of the Party liable for its payment beyond the terms of this Agreement, and of the successors of such Party.

SECTION 11. DEVELOPER REPRESENTATIONS AND WARRANTIES

In order to induce the Village to enter into this Agreement and to grant the rights herein provided for the Developer hereby warrants and represents to the Village as follows:

1. The Developer is an Illinois limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Illinois.
2. The Developer has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary corporate, partnership, and/or venture actions to authorize the execution, delivery, and performance of this Agreement.
3. All necessary consents of the directors and officers of the Developer and its creditors, investors, partners, franchisers, judicial or administrative bodies, governmental authorities, or other parties regarding the execution and delivery of this Agreement have been obtained.

4. The Developer has or will provide any consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the Village,) that is required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.
5. The individuals executing this Agreement on behalf of the Developer have the full power and authority necessary to execute and deliver this Agreement on its behalf.
6. The execution, delivery, and performance of this Agreement (i) is not prohibited by any requirement of law or under any contractual obligation of the Developer; (ii) will not result in a breach or default under any agreement to which the Developer is a party or to which the Developer, in whole or in part, is bound; and (iii) will not violate any restriction, court order, agreement, or franchise to which the Developer in whole or in part is subject.
7. The Developer has made its own independent investigation and determination of all matters relating to this Agreement, including but not limited to a determination of whether its terms are enforceable, and that the Developer has not and will not rely upon the Village nor any of its elected and appointed officers, officials, employees, agents, attorneys, independent contractors, successors, and assigns in connection therewith. Specifically, the Developer has inspected the physical condition of Tract A parcels owned by the Village, including, but not limited to, soil conditions, and performed appropriate environmental testing, and has found those acceptable for purpose of the Redevelopment Project.

SECTION 12. GENERAL PROVISIONS

1. Complete Agreement: Supersedence. This Agreement and Exhibits A through and including F, attached hereto, constitute the complete agreement and understandings of the parties in regard to the subject matter of this Agreement and supersede the Letter of Intent entered into by the Parties on November 6, 2014, and all other prior agreements and understandings regarding the subject of the Agreement.
2. Amendments. No amendment to, or modification of, this Agreement shall be effective unless and until it is in writing and is approved by the authorized representatives of the Developer and by the Corporate Authorities of the Village by resolution or ordinance duly adopted, and executed and delivered by the authorized representative of each party.
3. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing, and shall be deemed delivered to and received by the addressee thereof when delivered in person at the address set forth below or one (1) business day after deposit thereof with any recognized private courier company that provides overnight delivery service, or three (3) business days after deposit thereof in any main or branch United States Mail, certified or registered mail, return receipt requested, postage prepaid, properly, addressed to the parties, respectively, as

follows:

For notices and communications to the Village:

Village Manager
Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106

With a copy to:

Patrick K. Bond, Esq.
Village Attorney
Bond, Dickson & Associates, P.C.
400 South Knoll Street, Unit C
Wheaton, Illinois 60187

For notices and communications to the Developer:

Shailesh Shah
KMS Hospitality, LLC
777 E. Grand Ave.
Bensenville, Illinois 60106

With a copy to:

Jayal Amin, Esq.
Amin Law Offices, Ltd.
1900 East Golf Road, Suite 950
Schaumburg, Illinois 60173

By notice complying with the foregoing requirements of this paragraph, each Party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no such notice of change of address shall be effective unless in writing and until actually received.

4. Governing Law. This Agreement and the rights of the Parties hereunder shall be governed by, and construed, interpreted, and enforced in accordance with the laws of the State of Illinois.
5. Interpretation. This Agreement has been negotiated by all Parties and shall not be interpreted or construed against the Party drafting the Agreement.
6. Change in Laws. Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind shall include such laws, ordinances, rules, or regulations of any kind as they may be amended or

modified from time to time hereafter.

7. Headings. The headings of the sections, paragraphs, and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the meaning, scope, or intent of this Agreement, or the meaning, scope, or intent of any provision hereof.
8. Time of Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.
9. No Third Party Beneficiaries. Except as expressly provided herein, nothing in this Agreement shall create, or be construed to create, any third-party beneficiary rights in any person or entity not a signatory to this Agreement.
10. No Personal Liability. No personal liability to officials and employees of the Village or the Developer shall accrue under this Agreement.
11. No Joint Venture, Agency, or Partnership; No Official or Employment Relationship. No joint venture, agency, or partnership is created by this Agreement. The officers and employees of one Party shall not be deemed officers and employees of the other for any purposes of this Agreement.
12. Agreement to Run with Property; Recordation. This Agreement and all of its rights and obligations shall run with the Property and shall inure to and be binding upon the Developer's successors-in-interest. Neither Developer nor Village shall record this Agreement together against the Tract A parcels and Tract B without the consent of the Party.
13. Exhibits. Exhibits "A" through and including "F," attached to this Agreement, are incorporated herein and made a part hereof by this reference as if individually and fully set forth here.
14. Counterparts. This Agreement may be executed in identical counterparts and all of said counterparts shall, individually and taken together, constitute the Agreement.
15. Severability. If any provision, condition, covenant or other clause, sentence or phrase of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised and the invalidity thereof shall not affect any other provision, condition, covenant or other clause, sentence or phrase contained herein. Notwithstanding the foregoing, if any such invalid provision goes to the essence of this Agreement so that the purpose of this Agreement cannot be fulfilled, then this Agreement shall terminate as of the date of such judgment.
16. Assignment and Subdivision. Subject to written approval of the Village, which shall not be unreasonably withheld, conditioned or delayed, the Developer may assign its rights of development under this Agreement to an entity in which the Developer shall

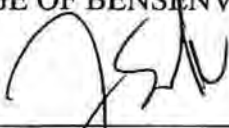
have a controlling interest, provided that the Developer shall remain liable to the Village for all of the Developer's obligations hereunder, and further provided that at any time prior to the completion of the Hotels and Restaurant, and such assignment shall expressly be subject to the terms, covenants and obligations under this Agreement. Notwithstanding the foregoing, upon obtaining a certificate of occupancy for the First Hotel, the Restaurant and/or the Second Hotel, the Developer shall not be restricted in any way from conveying that portion of Tract A and/or Tract B which correspond to the First Hotel, the Restaurant or the Second Hotel to any person or entity. Further, upon acquiring ownership of Tract A and/or Tract B, the Developer shall be entitled to subdivide the parcels corresponding to Tract A and Tract B without restriction.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

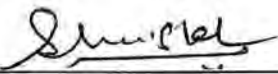
VILLAGE OF BENSENVILLE

By:


Village President

KMS INVESTMENTS, LLC

By:


Shailesh SHah
Its Manager

ATTEST:


Village Clerk

WITNESS:





EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

P.I.N. 03-23-200-007:

LOT 1 IN SEXTON PROPERTY REDEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 2002, AS DOCUMENT NO. R2002-198616, IN DuPAGE COUNTY, ILLINOIS

P.I.N. 03-23-200-006:

PART OF LOT 2 IN SEXTON PROPERTY REDEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 2002, AS DOCUMENT NO. R2002-198616, IN DuPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 08 DEGREES 06 MINUTES 43 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 2 A DISTANCE OF 113.96 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 16 SECONDS EAST A DISTANCE OF 864.37 FEET; THENCE SOUTH 01 DEGREES 45 MINUTES 45 SECONDS WEST A DISTANCE OF 380.91 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GRAND AVENUE; THENCE NORTH 88 DEGREES 14 MINUTES 16 SECONDS WEST ALONG SAID RIGHT OF WAY LINE OF GRAND AVENUE A DISTANCE OF 436.95' TO THE SOUTHEAST CORNER OF LOT 1 IN SEXTON PROPERTY REDEVELOPMENT; THENCE NORTH 00 DEGREES 22 MINUTES 36 SECONDS WEST ALONG THE BOUNDARY LINE OF SAID LOT 1 A DISTANCE OF 133.30'; THENCE NORTH 59 DEGREES 36 MINUTES 53 SECONDS WEST ALONG THE BOUNDARY LINE OF SAID LOT 1 A DISTANCE OF 182.04'; THENCE NORTH 27 DEGREES 3 MINUTES 10 SECONDS WEST ALONG THE BOUNDARY LINE OF SAID LOT 1 A DISTANCE OF 55.96'; THENCE NORTH 57 DEGREES 24 MINUTES 08 SECONDS WEST ALONG THE BOUNDARY LINE OF SAID LOT 1 A DISTANCE OF 55.87'; THENCE SOUTH 81 DEGREES 53 MINUTES 17 SECONDS WEST ALONG THE BOUNDARY LINE OF SAID LOT 1 A DISTANCE OF 170.26' TO THE POINT OF BEGINNING, IN DuPAGE COUNTY, ILLINOIS.

~~SITE AREA: 226,500.22 SF~~

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

CURRENT PRIVATELY OWNED LEGAL PARCEL (A)

LOT 1 IN SEXTON PROPERTY REDEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 2002, AS DOCUMENT NO. R2002-198616, IN DuPAGE COUNTY, ILLINOIS

INITIAL PORTION CONVEYED BY VILLAGE LEGALS

PARCEL (B)

PART OF LOT 2 IN SEXTON PROPERTY REDEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 2002, AS DOCUMENT NO. R2002-198616, IN DuPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 08 DEGREES 08 MINUTES 16 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 2 A DISTANCE OF 316.96 FEET; THENCE SOUTH 88 DEGREES 15 MINUTES 47 SECONDS EAST A DISTANCE OF 566.24 FEET; THENCE SOUTH 01 DEGREES 44 MINUTES 13 SECONDS WEST A DISTANCE OF 580.91 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GRAND AVENUE; THENCE NORTH 88 DEGREES 15 MINUTES 48 SECONDS WEST ALONG SAID RIGHT OF WAY LINE OF GRAND AVENUE A DISTANCE OF 104.00 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN SEXTON PROPERTY REDEVELOPMENT; THENCE NORTH 00 DEGREES 24 MINUTES 09 SECONDS WEST ALONG THE BOUNDARY LINE OF SAID LOT 1 A DISTANCE OF 133.30 FEET; THENCE NORTH 59 DEGREES 38 MINUTES 25 SECONDS WEST ALONG THE BOUNDARY LINE OF SAID LOT 1 A DISTANCE OF 182.04'; THENCE NORTH 27 DEGREES 34 MINUTES 42 SECONDS WEST ALONG THE BOUNDARY LINE OF SAID LOT 1 A DISTANCE OF 55.96 FEET; THENCE NORTH 57 DEGREES 25 MINUTES 40 SECONDS WEST ALONG THE BOUNDARY LINE OF SAID LOT 1 A DISTANCE OF 55.87 FEET; THENCE SOUTH 81 DEGREES 51 MINUTES 45 SECONDS WEST ALONG THE BOUNDARY LINE OF SAID LOT 1 A DISTANCE OF 170.26' TO THE POINT OF BEGINNING, IN DuPAGE COUNTY, ILLINOIS.
AND

LOT 2 LEGAL

PARCEL (D)

PART OF LOT 2 IN SEXTON PROPERTY REDEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 2002, AS DOCUMENT NO. R2002-198616, IN DuPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 08 DEGREES 08 MINUTES 16 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 2 A DISTANCE OF 316.96 FEET; THENCE SOUTH 88 DEGREES 15 MINUTES 47 SECONDS EAST A DISTANCE OF 889.18 FEET; THENCE SOUTH 01 DEGREES 44 MINUTES 13 SECONDS WEST A DISTANCE OF 365.71 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 44 MINUTES 13 SECONDS WEST A DISTANCE OF 215.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GRAND AVENUE; THENCE NORTH 88 DEGREES 15 MINUTES 48 SECONDS WEST ALONG SAID RIGHT OF

WAY LINE OF GRAND AVENUE A DISTANCE OF 332.95 FEET; THENCE NORTH 01 DEGREES 44 MINUTES 13 SECONDS EAST A DISTANCE OF 215.20 FEET; THENCE SOUTH 88 DEGREES 15 MINUTES 47 SECONDS EAST A DISTANCE OF 332.95 FEET TO THE POINT OF BEGINNING, IN DuPAGE COUNTY, ILLINOIS.

LOT 3 LEGAL PARCEL (C)

PART OF LOT 2 IN SEXTON PROPERTY REDEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 2002, AS DOCUMENT NO. R2002-198616, IN DuPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 08 DEGREES 08 MINUTES 16 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 2 A DISTANCE OF 316.96 FEET; THENCE SOUTH 88 DEGREES 15 MINUTES 47 SECONDS EAST A DISTANCE OF 566.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 15 MINUTES 47 SECONDS EAST A DISTANCE OF 332.95 FEET; THENCE SOUTH 01 DEGREES 44 MINUTES 13 SECONDS WEST A DISTANCE OF 365.71 FEET; THENCE NORTH 88 DEGREES 15 MINUTES 47 SECONDS WEST A DISTANCE OF 332.95 FEET; THENCE NORTH 01 DEGREES 44 MINUTES 13 SECONDS EAST A DISTANCE OF 365.71 FEET TO THE POINT OF BEGINNING, IN DuPAGE COUNTY, ILLINOIS.



TIF 4 Resubdivision Parcels- Legal Description Key

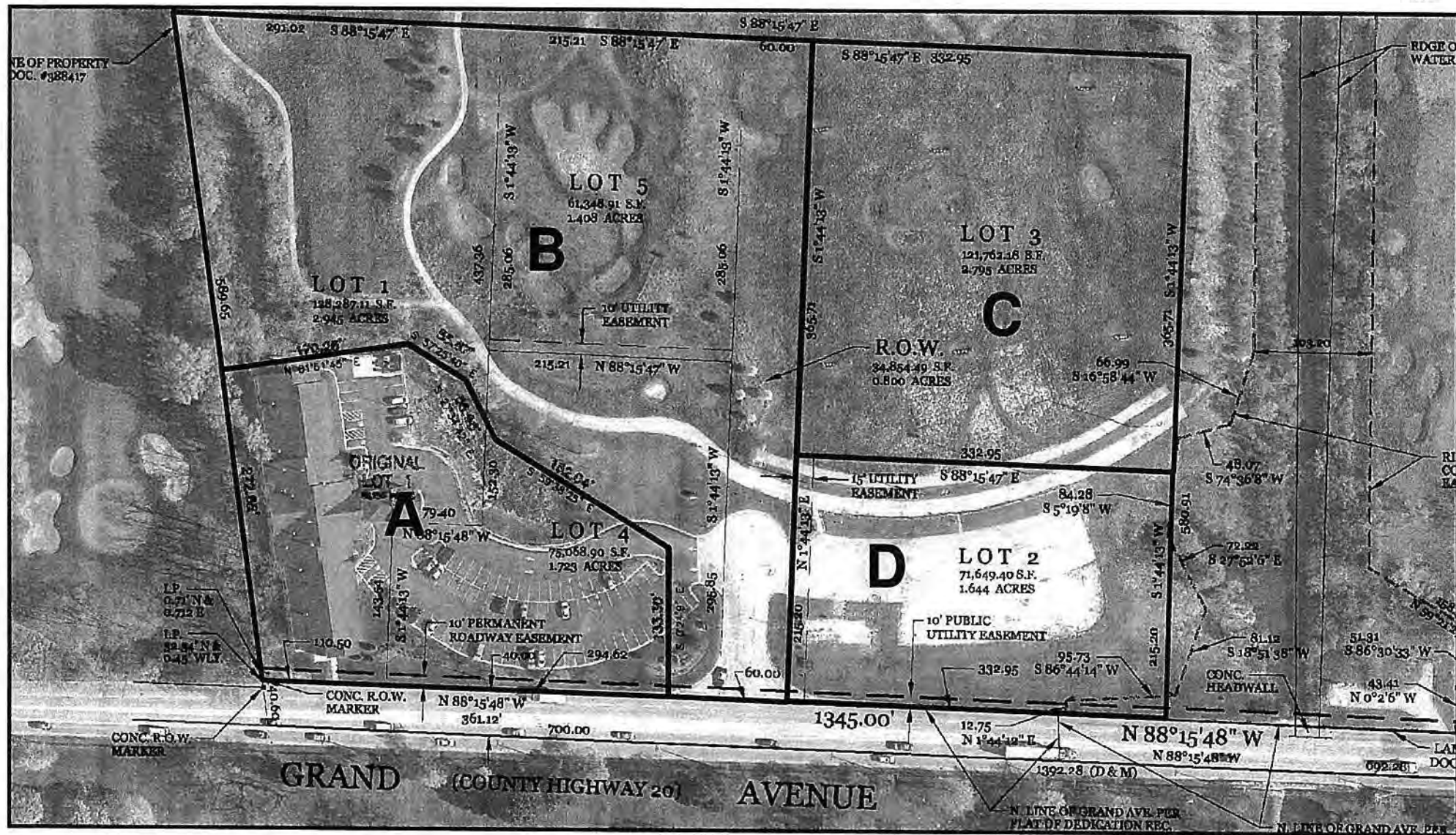


EXHIBIT "B":
REDEVELOPMENT PROJECT

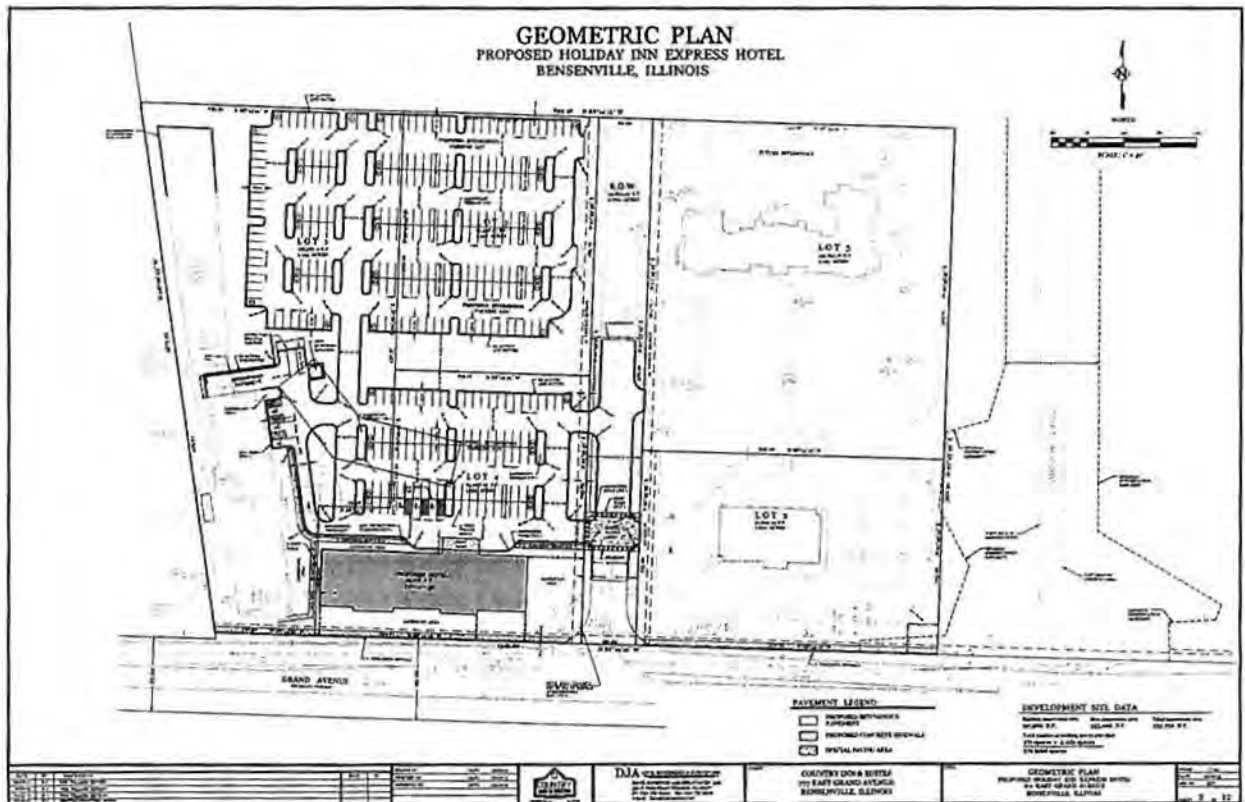


EXHIBIT “B”

REDEVELOPEMENT PROJECT

[To be inserted]

EXHIBIT "C"

PROJECT TIMELINE

<u>Project Milestone</u>	<u>Date of Milestone Completion</u>	<u>Penalty Amount</u>
<i>Holiday Inn Express</i>		
Apply for Site Development Permit	March 31, 2016	\$0.00
Apply for Last Required Certificate of Occupancy	December 1, 2017	\$100,000.00
<i>Restaurant</i>		
Apply for Site Development Permit	October 1, 2016	\$0.00
Apply for Last Required Certificate of Occupancy	Within 10 Days of Final Landscaping Inspection December 1, 2017	\$100,000.00
<i>Second Hotel</i>		
Apply for Site Development Permit	March 1, 2017	\$0.00
Apply for Last Required Certificate of Occupancy	December 31, 2018	\$200,000.00

EXHIBIT "D"

PROPERTY INFORMATION

[To be inserted]

EXHIBIT "E"

TIF ELIGIBLE REDEVELOPMENT PROJECT COSTS SUBJECT TO
REIMBURSEMENT UNDER AGREEMENT UNDER THE ALLOWANCE

[To be inserted]

EXHIBIT "F"

TITLE EXCEPTIONS

- (1) Rights and claims of parties in possession not shown by public records.
- (2) Easements, or claims of easements, not shown of public record.
- (3) Any encroachments, encumbrance, violation, variation or adverse circumstances affecting title that would not be disclosed by any accurate and complete survey of the land pursuant to the ALTA/ACMS land survey standards for commercial/industrial property.
- (4) Any lien, or right to lien, for services, labor, or other material heretofore or hereafter furnished imposed by law and not shown by public records.
- (5) Taxes, or special assessments, if any, not shown as existing liens by public records.