



REQUEST FOR PROPOSALS

For

Mannheim/Higgins TIF 6
Des Plaines, Illinois

Proposals Due
Friday, April 22, 2011
5:00 p.m.



THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP TO THE CITY OF DES PLAINES ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDENT.



Mannheim/Higgins – TIF 6
City of Des Plaines

A. Introduction and Overview

The City of Des Plaines is inviting developers to submit their qualifications and proposals for the redevelopment of an approximately 4.9 acre site ("the Site") generally located at the northeast corner of Mannheim Road and Higgins Road (Exhibit 1). The Site is located within the City of Des Plaines and is generally bounded by the 1-90 Expressway on the north, McDonalds Restaurant on the south, Orchard Place on the east, and Mannheim Road on the west (Exhibit 2). The City of Des Plaines owns the subject parcels, which will be sold to the firm submitting a proposal containing a development plan that is most consistent with the City's plan for the area, as well as *exhibiting the greatest ability to generate the highest revenue and economic impact for the City*. The City will give priority to developers with experience, financial strength, and a demonstrated record of accomplishment in undertaking high-quality development projects. The developer will be responsible for the overall development of the site. Development responsibilities will include, but are not limited to, leading the effort in design, oversight, and project financing.

The Site's proximity to the intersection of Mannheim Road and Higgins Road serves as the south gateway into Des Plaines. The Site is viewed by the City as a key redevelopment opportunity and economic generator and benefits from its inclusion within the Mannheim/Higgins Tax Increment Financing District (TIF #6). Developers are encouraged to prepare creative redevelopment alternatives for the Site that are compatible with surrounding land uses and conform to the City's redevelopment goals and objectives, which include:

- Maximization of public revenues through positive economic impact, sales taxes, property taxes and other revenue to the City.
- Land use types that are compatible with the hotel/office/commercial nature of the corridor. Priority consideration will be given to development teams attracting national and regional restaurant chains to the project that are appropriate to this key market location.
- Site-appropriate building massing and setbacks to create strong visibility and street frontage along Mannheim Road and Orchard Place.
- Highly attractive architectural design complimented by quality building materials, including masonry, stone (granite, slate, marble), architectural glass, and metals. The design of multiple buildings must maintain consistent architecture and building materials. The proposal should meet or exceed applicable zoning regulations for the Site.
- Provision of adequate off-street parking to meet development needs. Parking lots should be extensively landscaped to reduce their visual dominance along Mannheim Road. Structured parking is encouraged to achieve the design and economic development goals of the City for the site.
- Provision of extensive landscaping throughout the Site to buffer the development from surrounding uses and to provide an attractive southern gateway into Des Plaines.
- Consolidation of the existing curb cuts along Mannheim Road.

In preparing a development concept for the Site, Respondents should refer to the City's existing zoning and development regulations. These materials can be found at

<http://www.desplaines.org/TIF6RFP>. Developers are encouraged to prepare a unique conceptual development plan for the Site, based on the City's goals and desires described within the RFP, physical site conditions, real estate market realities, and identified end user needs.

[Proposals that include liquor stores, industrial uses, auto repair or part sales, pawn shops, currency exchanges and pay day loan facilities will be not considered.]

B. Key Dates

Release of Request for ProposalsFebruary 22, 2011
Pre-Submittal Conference and Site VisitMarch 17, 2011
Questions Due Date.....March 25, 2011
Response Due Date.....April 22, 2011

C. Inquiry Period

The RFP process will open on Tuesday, February 22, 2011 and will close on April 22, 2011. During this period, prospective developers may request information or answers to questions regarding the development area. The City of Des Plaines Department of Community & Economic Development (the "Department") is the sole point of contact for any questions related to this solicitation.

On or before the Question Due Date noted above, questions and/or comments should be directed in writing to:

Mr. Scott Mangum, AICP
Senior Planner City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016
Telephone: 847.391.5392
[E-mail: smangum@desplaines.org](mailto:smangum@desplaines.org)
[Website: http://www.desplaines.org/TIF6RFP](http://www.desplaines.org/TIF6RFP)

If you have a question or suspect an error, you must immediately notify the Contact identified above. Do not discuss the Request for Proposal or your Response, directly or indirectly, with any City officer or employee other than the Contact.. Substantive questions by respondents must be submitted in writing and will be answered by the City in writing. All such questions and answers will be posted on the Mannheim/Higgins TIF 6 RFP section of the City website.

[There will be a non-mandatory pre-submittal conference held at 9:00 a.m. on March 17, 2011 at 1420 Miner Street, Des Plaines, Il, in Room 101. Prospective respondents are strongly encouraged to attend. Questions asked and answers given during this conference do not have to be submitted in writing.]

D. Improper Practices

The Respondent shall not offer any gratuities, favors, or anything of monetary value to any member of the City Council, official, or employee of the City for the purpose of influencing consideration of the Proposal.

The Respondent shall not collude in any manner or engage in any practices with any other Respondent(s) or potential Respondent(s) that may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Respondent's Proposal to be rejected by the City. Notwithstanding the foregoing, this prohibition is not intended to preclude joint ventures, licenses or subcontracts.

E. Submission Deadline

Proposals must be submitted no later than 5:00 pm on Friday, April 22, 2011. Any proposal received after the submittal deadline will be returned unopened.

An original set of proposals must be submitted under a sealed cover to the following address:

City of Des Plaines
Department of Community & Economic Development
1420 Miner Street
Des Plaines, IL 60016
Attn: Scott Mangum, AICP

The submittal must be clearly marked with the following title as well as the date and time of receipt.

Mannheim/Higgins TIF 6 RFP

The proposal must contain all the information and be organized as requested in this RFP. Failure to follow these instructions may result in rejection of the proposal. Respondents assume all costs associated with the submission of the proposal, updating, or supplementation of information, due diligence efforts, responding to any requests for information, interviews, or other items prior to the execution of a contract or agreement. The City is under no obligation to proceed with a project. Submission of a proposal in no way confers upon the respondent any position, privilege, or preference as it relates to a given project

Each respondent must state that the proposal is valid for a period of one year from the date set for receipt of proposals.

Each respondent must submit one (1) original and twenty (20) copies of the proposal. The original must be unbound and be suitable for processing with a copying machine. The proposal should be submitted on 8 1/2" x 11" paper, single sided. Maps and graphics may be submitted on paper up to 11"x 17" and folded into the proposal. All copies should be bound in a manner that would facilitate separation of any financial statements that the respondent considers proprietary or confidential. Any proprietary or confidential financial statements should be

clearly marked as such by the respondent.

The City reserves the right to reject any proposals that contain any variances from the requirements of this request for proposals.

F. Submission Requirements

Responses to this RFP should address the selection criteria and provide the materials as outlined per each section below:

Section 1— Proposed Conceptual Development Plans

- a. Site plan indicating the location and size (square footage, number of stories, etc.) of structures;
- b. Color architectural renderings;
- c. Landscape plan;
- d. Aerial photo showing proposed development and adjacent land uses;
- e. Project time line;
- f. Proposed land uses and/or tenants

Section 2 - Developer/Development Team Description

- a. Nature of Business;
- b. Years of Operation;
- c. Organization Type (corporation, partnership, joint venture, etc.); and,
- d. If the entity that is to undertake the development has been, or will be, specially formed to carry out the proposed development project, and represents a subsidiary or joint venture, specify the guarantee relationships that will exist between its sponsors, or participants, particularly as they relate to guarantees of performance.

Section 3 - History of Development Entity

Demonstrate your entity's ability to develop projects with emphasis on:

- a. Quality of Architectural and Landscape Design;
- b. Project and Property Management;
- c. Tenant Attraction and Retention;
- d. Retaining Projects as Investments;
- e. Successful Redevelopment Experience with Local, County, State, and Federal Agencies.

Section 4 — Key Individual Resumes

Provide resumes and critical information for all principals and key individuals in the development entity. Resumes should summarize the professional experience of each person, including total time with firm, present and past responsibilities, and a description of their experience prior to joining this firm.

Section 5 – Organizational Structure

Provide an overview of the organizational structure of the development entity, including the

delineation of lines of responsibility. Indicate the name, address, phone/fax numbers, and e-mail information of the representative authorized to act on behalf of the development entity, and the name, address, phone/fax numbers, and e-mail information of the project manager assigned to the proposed development project.

Section 6 — Site Ownership/Control

A description of how the developer intends to gain control or ownership of any additional property that might be required for the proposed development (property needed in addition to the Site currently owned by the City of Des Plaines).

Section 7 — Land Bid Price

Provide a bid price for the land in a separate sealed envelope to be submitted along with the proposal.

Section 8 — Development Pro-Forma

Prepare a profit and loss statement for the project covering at least 5 years or through the year in which the project will be sold (up to ten years). The statement must include "soft" and "hard" development costs. The City of Des Plaines will conduct a review of all submitted profit and loss statements by an independent economic development consulting firm.

Section 9 —Performance Bond References

Provide the name, address, and telephone number of those companies that have issued performance bonds to the development entity for previous projects.

Section 10 — Justification for Regulatory Relief

Provide a narrative justification of any requested City regulatory assistance, e.g., rezoning, variances, etc.

Section 11 — Tenant Relationships

Provide the names and contact information for any identified tenants for the project. The list should include businesses that have been past tenants in developments constructed by the development entity. If available provide a "Letter of Intent" from prospective tenants that they will occupy the development upon its completion. The City of Des Plaines shall maintain final approval authority for all proposed tenants within the development.

Section 12 — Professional References

Provide at least five (5) references from individuals or firms with whom the Respondent has worked. Include the name, address, telephone and fax numbers, and e-mail address of the contact person. At least two references must come from *each* of the following sources: 1) individuals or businesses with experience in development or commercial finance such as a bank or other lending institution and; 2) from a municipality or county in which the Respondent has previously developed.

Section 13 - Financial Statements

Provide a copy of current financial statements including a letter of reference from a financial institution, balance sheet, and profit and loss statement with explanations regarding the valuation of assets and recognition of revenues and expenses. Corresponding tax returns should also accompany the financial statements (proprietary or confidential must be clearly marked as such). All financial statements must be notarized.

Section 14 - Financial Plan

Each respondent must submit a complete financial plan. The following financial information must be included in the financial plan:

- (a) A narrative overview of the financial structure of the proposal. The respondent must identify the sources of equity investment and the sources and terms of lender financing;
- (b) Information concerning the marketing plan and pricing structure and describe any proposed leases. If the property will be a rental development, describe the development team's management experience and plan. If the property will be owner-occupied, provide evidence of the financial capacity to maintain and operate the property long-term. Include any preliminary letters of intent or interest.
- (c) Sources and uses of funds statement.
- (d) Development budget.
- (e) Pro-forma cash flow projection for rental projects or sales revenue projection for for-sale projects. Projected equity investor returns must be provided. Identify any need for public assistance and include projections that demonstrate the need for such assistance (with and without public assistance)
- (f) Evidence of ability to obtain financing consistent with the sources and uses. Include any letters of intent or interest.
- (g) Project completion schedule and key dates. Include projected occupancy of facilities.

Section 15— Legal Actions

Each Respondent must provide a listing and description of all legal actions in which the firm, or any team member, has been a:

- (a) Debtor in bankruptcy;
- (b) Defendant in a lawsuit for deficient performance under a contract;
- (c) Defendant in an administrative action for deficient performance on a project; or
- (d) Defendant in any criminal action.

Section 16 — Economic Disclosure Form

Complete a City of Des Plaines Economic Disclosure Statement and Affidavit (EDS). The EDS form is available at <http://www.desplaines.org/TIF6RFP>. Each developer will be subject to a

background check, including past criminal history.

G. Selection Criteria and Process

The developer selection process will involve an evaluation and ranking of each response to the RFP by the City including, but not limited to, the following selection criteria:

1. The proposed development concept, architectural quality, project schedule/timeline/phasing, and identified tenant mix as described herein under SUBMISSION REQUIREMENTS;
2. Maximization of public revenues through positive economic impact, sales taxes, property taxes, and other revenue to the City resulting from the development;
3. The professional and technical competence and related experience of the development entity, including the Management Team and key project participants in developing and operating similar projects;
4. The direct financial revenue to the City generated through the sale of the property to the developer;
5. The strength of the Respondent's organizational and management structure as demonstrated by previous experience undertaking and completing commercial/retail development projects;
6. The business reputation, professional capability and past performance of the development entity as demonstrated by success on previous development projects;
7. The financial capability of the development entity as demonstrated by the strength of its current financial position and its ability to obtain financing for the project;
8. The physical impact of the project to the Site and adjacent property uses;
9. The business reputation and professional capability of the development entity as demonstrated by provided references;

The City reserves the right to interpret said criteria as it sees fit based upon benefits to the public and the requirements stated in this solicitation.

From the City rankings, one or more of the best-qualified Respondents may be short-listed. Short-listed candidates may be interviewed at the City's sole discretion, and additional information may also be requested. The City will formulate a recommendation or recommendations for the City Council from among the short-listed candidates. The short-listed candidates may be requested to make presentations to an evaluation panel, as well as the City Council at one of their respective, regularly scheduled meetings.

The presentations should include, but are not limited to:

1. Make-up of the development entity/team;
2. Site plans and aerial photo(s) showing the proposed development;
3. Description of the benefits to the City from the proposed project; and
4. Estimated schedule/timeline for development of the proposed project.

Developer selection and approval of any City assistance is at the complete and sole discretion of the City Council. The City reserves the right to reject any or all proposals and make no recommendations for its own convenience, or if, at its sole discretion, none of the RFP responses meet the City's needs, or reflects the City's determined highest and best use of the site.

Upon the direction of the City Council, the City may begin formal negotiations with the developer selected by the City Council, possibly resulting in a development agreement (the "Redevelopment Agreement") and sale of the land substantially in the form attached to this Request for Proposal.. If you are unable to accept one or more parts of the Redevelopment Agreement, identify any exception that you want us to consider. You may show these changes on the Redevelopment Agreement form itself by striking over language you find problematic, and underlining alternate language or by listing the sections and showing the alternate language on a separate page. You must provide these exceptions requests and alternate language with your Response. Please note that most contract provisions are required by law or important policy and we have very limited ability to consider and accept changes you might propose. Any proposed changes may be considered in the evaluation.

H. Conditions & Constraints

The following site conditions and development constraints shall apply to all land within the Site. All development shall be governed by City of Des Plaines development standards as dictated by any and all applicable municipal, building, land use zoning, and aesthetic codes. In order to invite a quality and innovative development plan, appropriate, suggested changes to the zoning may be included in the proposal.

All development, land use, transportation, infrastructure planning and/or improvements shall be at the responsibility and expense of the selected developer. The City shall provide the developer with all pertinent information at its disposal. However, it shall be the responsibility and expense of the developer to verify the accuracy, applicability and validity of said information and to conduct all necessary surveys and obtain all other due diligence information required.

Property Index Numbers (PIN):

- 09-33-305-013-0000
- 09-33-305-014-0000
- 09-33-305-010-0000
- 09-33-305-002-0000
- 09-33-305-005-0000
- 09-33-305-006-0000
- 09-33-305-009-0000

Physical Location: The Site is generally located at the northeast corner of Mannheim Road and Higgins Road in Des Plaines, Illinois. It is bounded by the I-90 Expressway on the north, McDonald's restaurant on the south, Orchard Place on the east, and Mannheim Road on the west.

Current Land Use: The Site includes two vacant lots and a car rental business. The car rental portion of the Site is currently improved with three structures ranging from one to two stories in height. The business leases the property from the City on a month to month basis.

A billboard structure is located at the north end of the Site. The City will retain ownership of this structure and a footprint of property that the City deems necessary to access the structure.

Willow Creek abuts the Site at the south, approximately 200 feet north of the Higgins Road right-of-way.

Comprehensive Plan Designation: The Des Plaines Comprehensive Plan, 2007, suggests that developments for this area include entertainment, retail, a restaurant, and hotels. The City is willing to consider other appropriate land uses that would generate the highest revenue and economic impact for the City.

Current Zoning: C-3 General Office and C-2 Limited Office Commercial are the existing zoning classifications for the area. These zoning districts allow for a variety of commercial, office, and retail uses, including restaurants (located inside of office uses), financial institutions, retail service establishments, food stores, and offices with permitted building heights of up to 45 feet. The City views the Site as ideal for potential entertainment/office/commercial/hotel uses due to its proximity to O'Hare International Airport, Illinois' newest casino, the Allstate Arena, the Rosemont "Donald Stephens" Convention Center and numerous uses along Mannheim Road and Higgins Road. The City anticipates the site being developed under the Planned Unit Development (PUD) process and will consider appropriate zoning variations to address development needs should the project conform to the City's overall redevelopment goals. If the selected development is not permitted within the C-3 and C-2 zoning districts, the City will initiate text amendments for the development.

The City of Des Plaines zoning/development codes and procedures are available for reference on-line at <http://www.desplaines.org/TIF6RFP>.

Total Land Area: The plat of survey shows a total land area for the identified Site at approximately 4.9 acres (Exhibit 3).

Tax Increment Finance District (Mannheim/Higgins TIF #6): The Site is located within the City of Des Plaines, Mannheim/Higgins TIF #6 (Exhibit 4). The district was established on October 15, 2001 and will remain in effect for 23 years, ending on October 14, 2024.

Size, Shape & Dimensions: The Site is polygon in shape with approximately 555 feet along Mannheim Road, 420 feet along Willow Creek, 498 feet along Orchard Place, and 450 along the I-90 Expressway right-of-way.

Based on the needs of the development the City will consider vacating a portion of the Orchard Place right-of-way.

Land Conditions: A Comprehensive Site Investigation Report/Remedial Objectives Report/Remedial Action Plan (SIR/ROR/RAP) for the subject parcels has been approved by the Illinois Environmental Protection Agency Site Remediation Program. Issuance of the No Further Remediation letter is pending construction of a development and the emplacement of the required engineered barriers. A copy of the SIR/ROR/RAP and other pertinent

environmental studies are available upon written request.

Site Accessibility: Site access is currently provided via three (3) curb cuts along Mannheim Road, one (1) curb cut along Higgins Road, as well as several undesignated curb cuts along Orchard Place. Mannheim Road is a four lane arterial roadway abutting the Site with two through lanes in each direction, dedicated right and left turn lanes at the Higgins Road intersection, and a striped center median. Higgins Road is a four lane arterial roadway abutting the Site with two through lanes in each direction, dedicated right and left turn lanes at the Mannheim Road intersection, and a barrier center median. The Mannheim Road and Higgins Road rights-of-way are under the jurisdiction of the Illinois Department of Transportation (IDOT). It is expected that the existing curb cuts along Mannheim Road and Higgins Road will be consolidated as part of the site redevelopment and aligned where possible with curb cuts located along the west side of Mannheim Road. The developer shall be responsible for coordinating with IDOT and the City of Des Plaines Engineering Department to identify and design appropriate vehicular accessibility for the Site.

Floodplain: According to FEMA's current flood hazard map, the Site is not within a floodway but appears in Zone X.

Surrounding Land Uses: The Site is surrounded by a variety of land use types including entertainment, convention center, hotel, office, commercial/retail to the north, south, east, and west. Among the businesses located in the surrounding area include: O'Hare International Airport, Allstate Arena, Best Western Hotel, Pine Grove Restaurant, Shoeless Joe's Sports Bar, White Nights Dinner Dance Club, United States Army Reserve Center, Holiday Inn Select Hotel, Sheridan Gateway Suites Hotel, Harry Caray's Restaurant, and O'Hare International Office Center and the newest casino in Illinois.

Midwest Gaming & Entertainment was awarded the 10th Illinois casino license. The 20 acre Casino site is located in Des Plaines at the northwest corner of Des Plaines River Road and Devon Avenue. The new Casino is 1.2 miles from the subject Site and due to open in July 2011,

Site Visit: Access to the subject property will be made available to any interested parties for one group tour, led by the Department staff. Attendees are to meet at the site at 10:30 a.m. on Thursday, March 17, 2011 and will be allowed to examine the interior of the buildings (including taking measurements and photographs). Before entering the building, individuals will be required to fill-out and submit to Department staff a General Waiver and Release from Liability form, which will be distributed on-site.

Other: The City of Des Plaines wishes to encourage redevelopment alternatives for other properties along the Mannheim Road Corridor between Touhy Avenue and the 1-90 Expressway as part of its overall commitment to revitalization of this key southern gateway into Des Plaines. For instance, there is a privately owned site at the south east corner Mannheim Road and Pratt Avenue that is vacant. There may be potential for a unified development of this parcel and the subject Site owned by the City. Respondents are encouraged to explore this possibility.

I. Cancellation

The City reserves the right, at any time and in its sole and absolute discretion, to reject any or all submittals, or to withdraw the Request for Proposal without notice. In no event shall the City be liable to Respondents for any cost or damages incurred by Respondents, team members, consultants or other interested parties in connection with this Request for Proposal process, including but not limited to, any and all costs of preparing the preliminary cost budget, architectural drawings and renderings or other submitted materials and participation in any conferences, oral presentations or negotiations.

J. Conditions of Acceptance

The City reserves the right to request clarification and/or additional information from the Respondents during the evaluation and selection process. Any Respondent that makes a material misrepresentation will be eliminated from further consideration. The City reserves the right to disregard any informality in the submittal. All submitted materials are the property of the City. Any release of these materials for publication without the prior written permission of the Department is cause for disqualification.

The selection of a winning proposal does not commit the City to action until the Redevelopment Agreement has been executed by the City. The Redevelopment Agreement must be consistent with the terms of this Request for Proposal and all representations made by the Respondent regarding the identification of the development team and description of the redevelopment project. The development team must demonstrate, without limitation, the wherewithal to complete the proposed redevelopment project.

Prior to completion of the project and issuance of a Certificate of Completion by the City, the developer may not, without the prior written consent of the City, directly or indirectly do any of the following: 1) sell the property or any interest in it; 2) create any assignment with respect to the proposal or the Redevelopment Agreement; 3) contract or agree to sell the property or any interest in it; or, 4) contract or agree to create any assignment with respect to the proposal or the Redevelopment Agreement.

The City may require that the preceding conditions extend for a period of time beyond the issuance of a Certificate of Completion.

K. Attachments

**Exhibit 1: Locaton Map – TIF #6
Properties and Surrounding Areas**

**Exhibit 2: Site Context Map -
With Zoning and PIN**

Exhibit 3: Plat of Survey

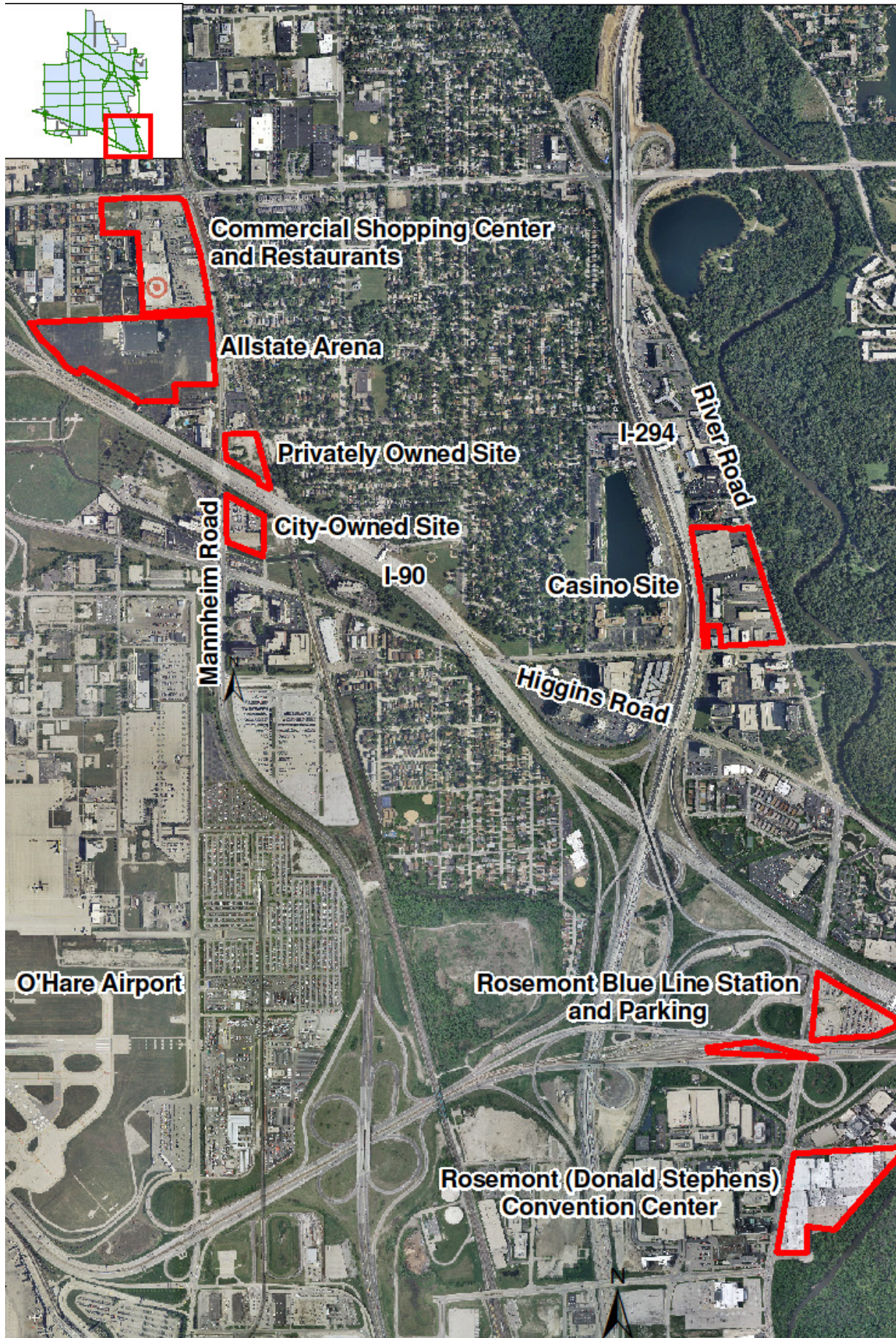
**Exhibit 4: TIF #6 Aerial Boundary
Map**

Exhibit 5: Form of Redevelopment Agreement

Other:

**All of the Exhibits as well as the following
documents can be found at
<http://www.desplaines.org/TIF6RFP>:**

- **Des Plaines Comprehensive Plan, 2007**
- **Zoning Map**
- **FEMA Flood Map**
- **Traffic Count Map**
- **Economic Disclosure Statement Form**
- **Waiver of Liability Form**



Mannheim / Higgins - TIF #6

City of Des Plaines



EXHIBIT I: LOCATION MAP-TIF #6 PROPERTIES
AND SURROUNDING AREA
CITY OF DES PLAINES, ILLINOIS
SCALE: NONE





Mannheim/Higgins - TIF 6 *City of Des Plaines*



EXHIBIT 2: SITE CONTEXT MAP
WITH ZONING AND PIN
CITY OF DES PLAINES, ILLINOIS
SCALE: NONE



GREMLEY & BIEDERMANN
PLCS Corporation
LANSING, MI 48201
4001 WEST EIGHTH AVENUE, SUITE 100
TROY, MI 48064-1000
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ALTA/ACSM Land Title Survey

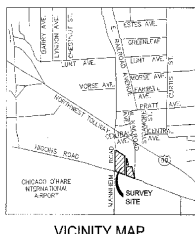


AREA TABLE

AREA OF PARCELS	AREA - SQUARE FEET	AREA IN ACRES
AREA OF PARCELS 1-12	30,305.50 SQ. FT.	0.69 ACRES +/-
AREA OF PARCELS 13-14	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 15-16	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 17-18	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 19-20	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 21-22	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 23-24	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 25-26	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 27-28	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 29-30	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 31-32	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 33-34	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 35-36	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 37-38	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 39-40	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 41-42	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 43-44	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 45-46	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 47-48	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 49-50	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 51-52	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 53-54	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 55-56	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 57-58	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 59-60	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 61-62	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 63-64	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 65-66	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 67-68	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 69-70	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 71-72	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 73-74	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 75-76	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 77-78	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 79-80	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 81-82	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 83-84	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 85-86	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 87-88	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 89-90	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 91-92	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 93-94	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 95-96	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 97-98	2,000.00 SQ. FT.	0.05 ACRES +/-
AREA OF PARCELS 99-100	2,000.00 SQ. FT.	0.05 ACRES +/-
TOTAL PROPERTY AREA	44,400.00 SQ. FT.	1.02 ACRES +/-

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REVISED AREA TABLE APRIL 30, 2003
ADDITIONAL WORK AND/OR CORRECTIONS TO THIS SURVEY
DATE: 04/30/03 BY: [Signature]
008-12209-001

NOTES:
1. ALL ELEVATIONS ARE IN FEET ABOVE SEA LEVEL.
2. ALL ELEVATIONS ARE BASED ON THE CHICAGO ELEVATION DATUM.
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DES PLAINES, ILLINOIS
LOCATION: 1000 WEST 10TH AVENUE, SUITE 100
CHICAGO, ILLINOIS 60606
DATE: 04/30/03 BY: [Signature]
008-12209-001

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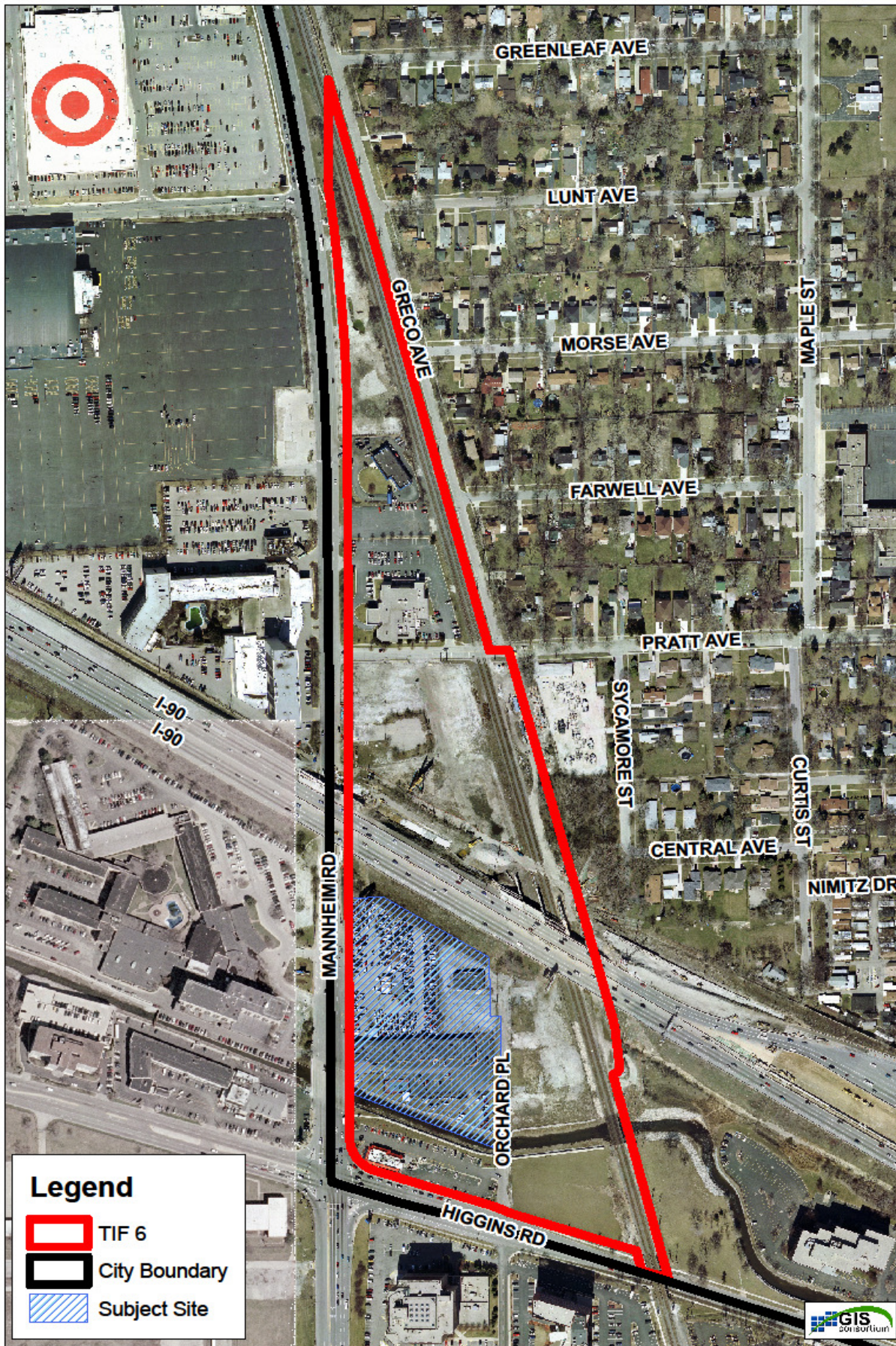
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Mannheim/Higgins - TH 6 City of Des Plaines

EXHIBIT 3: PLAT OF SURVEY
CITY OF DES PLAINES, ILLINOIS
SCALE: NONE





Mannheim /Higgins – TIF #6 *City of Des Plaines*



EXHIBIT 4: TIF #6 BOUNDARY MAP
CITY OF DES PLAINES, ILLINOIS
SCALE: NONE



REDEVELOPMENT AGREEMENT

CITY OF DES PLAINES

and

[DEVELOPER]



EXHIBIT 5: REDEVELOPMENT AGREEMENT

CITY OF DES PLAINES, ILLINOIS
SCALE: NONE

Mannheim /Higgins - TIF 6
City of Des Plaines

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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into by and between the **CITY OF DES PLAINES**, an Illinois municipal corporation located in Cook County, Illinois (the “**City**”), and **[THE DEVELOPER]**, (“**Developer**”), to be effective as of the Effective Date (as defined in this Agreement). The City and Developer are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

W I T N E S S E T H:

WHEREAS, as a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the “**State**”), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants and, pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals; and

WHEREAS, the City 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 eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, to induce redevelopment pursuant to the Act, the Counsel of the City (the “**City Counsel**”) adopted the following ordinances _____ (referred to herein as the “**TIF Ordinance**”). The redevelopment project area referred to above (the “**Redevelopment Area**”) is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the City currently holds fee simple interest title to approximately 4.9 acre site generally located at the northeast corner of Mannheim Road and Higgins Road (hereinafter known as the “**Development Site**”); and

WHEREAS, the City previously determined that it was in its best interests to solicit responses from potential developers to a request for proposals for development ideas in relation to the Development Site (the “**RFP Process**”); and

WHEREAS, pursuant to the RFP Process, [_____], was selected by the City based on its proposal to purchase approximately 4.9 acres of land located within the Development Site (hereinafter known as the “**Property**”; the Property is depicted on **Exhibit B** attached hereto and made a part hereof), at a price of fourteen (\$14.00) dollars per square foot, for the purpose of constructing and operating a hotel/water park/retail development on said Property; and

WHEREAS, subsequent to its selection by the City, the Developer did execute and deliver a non-binding letter of intent (the “**Proposal**”) to the City dated [_____],

offering to purchase the Property subject to certain terms and conditions set forth in the Proposal; and

WHEREAS, pursuant to Resolution No. _____ (attached hereto as **Exhibit C**), the City determined that it is in the best interest of the City to sell the Property to the Developer and has accepted the Developer's Proposal by a vote of at least two-thirds of the corporate authorities; and

WHEREAS, Developer desires to purchase, acquire and develop the Property in accordance with the Proposal, and the City desires to sell the Property to Developer in accordance with the Proposal and upon the terms and conditions set forth herein; and

WHEREAS, Developer intends to redevelop the Property with _____, as approved by the City (collectively hereinafter the "**Project**") in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Project will be carried out in accordance with this Agreement and the _____ Redevelopment Project as a Tax Increment Finance Plan (the "**Redevelopment Plan**"), a copy of which is attached hereto as **Exhibit D** and made a part hereof; and

WHEREAS, the Developer's undertaking and completion of the Project and _____ is in the City's best interests because the Project (i) is likely to generate real estate taxes to the City and other taxing districts upon the dissolution of the Tax Increment Finance District with jurisdiction over the Property; (ii) will expand commercial activity within the City; (ii) will expand employment opportunities for City residents; iv) will promote the City's image as an attractive, financially prosperous and thriving community; and (v) will promote sound growth and community development for the City; and

WHEREAS, the City has agreed to reimburse Developer for certain of the costs _____.

WHEREAS, it is necessary for the successful redevelopment of the Property that the City enter into this Agreement with Developer.

NOW, THEREFORE, in consideration of the mutual promises, agreements and representations as set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and subject to the conditions set forth, **THE PARTIES AGREE AS FOLLOWS:**

ARTICLE I

INTEGRATION OF RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II

CONVEYANCE OF THE PROPERTY

2.1 **Purchase and Sale.** On the terms and subject to the conditions set forth in this Article II, the City shall convey to Developer fee simple title to the Property. On _____, or within thirty (30) days following satisfaction of all Conditions Precedent to Closing (as defined in Article V herein), whichever date is later, (the “**Closing Date**”) the City shall sell to Developer, and Developer shall purchase from the City, the Property. The purchase price for the Property payable by Developer to the City shall be _____ Dollars and no/100 Dollars (\$_____) per square foot or \$_____ (the “**Purchase Price**”), subject to any reductions as provided for in this Article II. The Purchase Price shall be paid through escrow at the Chicago Title Insurance Company (the “**Title Company**”) upon closing of the sale of said Property (the “**Closing**”) by certified check or Federal wire transfer to an account designated in writing by the City.

2.2 **Earnest Money.**

(a) Pursuant to the Proposal, the Developer has delivered to the Title Company, pursuant to written escrow instructions, an initial earnest money deposit in the amount of \$_____(the “**Initial Earnest Money**”) for deposit into an interest bearing earnest money escrow account (the “**Escrow Account**”). Within five (5) business days of the execution and delivery of this Agreement, Developer shall deliver to the Title Company for deposit into the Escrow Account an additional sum of _____ and no/100 Dollars (\$_____) (the “**Additional Earnest Money**”). Developer agrees to cause the Title Company to promptly deliver to the City written acknowledgment by the Title Company that it has received an executed copy of this Agreement and the Additional Earnest Money. The Initial Earnest Money, together with all interest accrued thereon, if any, and the Additional Earnest Money, together with all interest accrued thereon, if any, is referred to herein as the “**Earnest Money**”).

(b) The Earnest Money shall be non-refundable to the Developer, subject only to the failure of the City to satisfy any Conditions Precedent to Closing (as defined in Article V herein) (a “**City Default**”). In the event of a City Default, Developer, upon written notice to the City, but without the City's prior approval, may elect to terminate this Agreement and withdraw the Earnest Money from the Escrow Account and the Parties shall not have any further obligations to each other under this Agreement.

(c) If Developer defaults under any provision of this Agreement then, notwithstanding anything to the contrary contained herein, the Earnest Money shall be immediately delivered by the Title Company to the City as liquidated damages and as its sole and exclusive remedy, and neither Party hereto shall have any further obligations under this Agreement.

(d) If the sale of the Property is consummated under this Agreement, the Earnest Money shall be paid to the City and applied to the payment of the Purchase Price at Closing.

2.3 Closing Procedures.

(a) Survey and Title.

(i) Within sixty (60) days of the Effective Date, the City shall provide Developer with an ALTA survey of the Property (the “**Survey**”) suitable to Developer and the Title Company for issuance of an owner's Title Commitment (as defined herein), with extended coverage, and prepared in accordance with the minimum requirements for a Land Title Survey adopted by the American Land Title Association and the American Congress on Survey and Mapping in 2005 including Table A items 1-4, 6, 8, 10, 11a, 14 and 15. Within thirty (30) days of the Effective Date, the City shall provide the Developer with a title commitment for an ALTA owner's title policy issued by the Title Company which covers the Property (the “**Title Commitment**”), and copies of all instruments shown by the Title Commitment as exceptions to title. At Closing, the City shall pay and release all amounts secured by mortgages, deeds of trust or other liens on the Property (“**Monetary Liens**”) and shall have terminated all existing tenancies or rights to possession with respect to the Property. The “Permitted Title Exceptions” for the Property shall be those title exceptions not expressly objected to in writing by the Developer within fourteen (14) days after receipt of the Title Commitment (“**Developer’s Title Objection Notice**”). (Title exceptions objected to by Developer within the fourteen (14) day period shall be referred to herein as “**Unpermitted Exceptions**”). The City agrees to notify Developer in writing within fifteen (15) days following the City's receipt of Developer's Title Objection Notice whether the City will (a) remove such Unpermitted Exceptions on or before the Closing; or (b) cause such Unpermitted Exceptions to be insured over by the Title Company on or before the Closing (the “**Title Cure Notice**”). If the City notifies Developer that the City is unwilling or unable to have such Unpermitted Exceptions removed or insured over as aforesaid, Developer may (i) terminate this Agreement by written notice delivered to the City within (10) ten days following Developer's receipt of the Title Cure Notice; or (ii) accept title at the Closing subject to such Unpermitted Exceptions. In the event Developer elects to terminate this Agreement, the Earnest Money shall be returned immediately to Developer (to the extent such amounts remain in escrow) and neither Party shall have any further liability to the other hereunder, except as may be otherwise provided for in this Agreement. The cost of the Survey and Title Commitment shall be borne by the City.

(ii) Subject to subparagraph (a)(1) above, on or before the Closing, the City shall have the Unpermitted Exceptions removed from the Title Commitment or have the Title Company commit to insure over same. If such Unpermitted Exceptions are not removed or insured over within the permitted time, Developer may elect to (a) terminate this Agreement, (b) extend the date for Closing for fifteen (15) days so that such Unpermitted Exceptions may be removed or insured over, or (c) accept title subject to such Unpermitted Exceptions and proceed to close on the Property as the case may be. If Developer elects to accept title subject to such Unpermitted Exceptions, then for all purposes under this

Agreement, such Unpermitted Exceptions shall be deemed to be Permitted Title Exceptions. Any such extensions caused by the aforementioned Unpermitted Exceptions shall result in a day--for--day delay of the Closing Date. Notwithstanding anything to the contrary contained herein, in no case shall Monetary Liens with respect to the Property, or matters due to the acts or omissions of the City, be Permitted Title Exceptions hereunder.

(b) **Title Insurance and Deed.** At Closing, the City shall convey fee simple title to the Property by special limited warranty deed, subject only to the Permitted Title Exceptions and such deed restrictions as are agreed to between the Parties (the “**Deed**”). The Deed shall specifically list the Permitted Title Exceptions on an exhibit and shall not contain language such as or similar in context to “subject to all matters of record.” The form of said Deed is attached hereto as **Exhibit E**. At Closing and at the City’s sole cost and expense, the Title Company shall issue Developer a standard form ALTA Owner’s Title Insurance Policy (the “**Owner’s Title Policy**”) for the Property, insuring fee simple title to the Property in the full amount of the Purchase Price, with extended coverage and subject only to the Permitted Title Exceptions, and any restrictions on the Deed as are agreed to between the Parties. All endorsements to the Owner’s Title Policy other than those insuring over any “general or standard exceptions” shall be payable by Developer. In addition, at Closing, the City shall deliver (i) an ALTA Statement in the form customarily required by the Title Company; (ii) an executed original FIRPTA affidavit (iii) a personal undertaking (GAP) in the form customarily required by the Title Company; (iv) authority documentation as required by the Title Company; and (v) such other documents, instruments, certifications and confirmations as may be reasonably required and designated by the Title Company to fully effect and consummate the transactions contemplated hereby and to issue the Owner’s Title Policy.

(c) **Taxes and Assessments.** As of Closing, the following items shall be apportioned between the City and Developer, except as otherwise specifically provided for herein:

(i) Assessments, sewer rents and water charges, if any, for the fiscal year in which such charges are assessed; and

(ii) The Parties shall, as of the Closing, prorate all real estate property taxes not yet due and payable, if any, based upon the most recent and ascertainable proposed assessment and tax rate.

(d) **Closing.** Closing shall occur at the offices of the Title Company _____ at a time mutually agreed upon by the parties on or before the date set forth in Section 2.1 above. Each Party shall deliver to the other and to the Title Company all information and documents required of it for Closing at least 48 hours prior to Closing. If either Party shall fail to do so, the other Party may, at its option, delay Closing until forty-eight (48) hours after all information and documents are so delivered. Possession of the Property shall be delivered to Developer at Closing.

(e) **Closing Costs.** The City shall pay, on the Closing Date, the title insurance premiums in connection with the Title Company's issuance of the Title Commitment in the amount of the Purchase Price, including the cost for extended coverage, all of the costs in connection with the preparation of the Survey, one-half (1/2) of any escrow fees, and the documentary stamps or transfer taxes to be paid by the State of Illinois and Cook County with reference to the Deed. Developer shall pay, on the Closing Date, the cost of any endorsements to the Title Policy not contemplated in this Agreement, one-half (1/2) of any escrow fees and any other charges related to the Closing, including, without limitation, any real estate commissions. Notwithstanding the foregoing, each Party shall pay its own attorneys' fees incurred in connection with the transaction contemplated in this Agreement.

2.4 **"AS IS" Sale.** Developer acknowledges that Developer is acquiring the Property "AS IS, WHERE IS, WITH ALL FAULTS" and that no representations, warranties, guaranties, promises, statements or estimates regarding the Property, its physical condition, past or future income, fitness for a particular purpose, tax consequences, latent or patent physical or environmental conditions, utilities, valuation, expenses or operations, of any nature whatsoever upon which Developer is relying, whether written or oral, express or implied, in fact or in law, have been made by the City or other person representing or purporting to represent the City, Developer having entered into this Agreement after having made and relied solely on its own examination, investigation and judgment.

ARTICLE III

COVENANTS AND OTHER AGREEMENTS

3.1 **RESERVED.**

ARTICLE IV

THE PROJECT

4.1 **The Project.** The Developer shall, pursuant to the plans and specifications relating to the construction of the Project (the "**Plans and Specifications**"), as attached hereto as **Exhibit F**, and subject to the provisions of Section 13.7 hereof, initiate construction of the Project within [ninety (90)] days of the Closing Date and shall complete the construction of the Project within [twelve (12)] months following the Closing Date.

The Developer must inform the City or the City Representative of any delay in commencing construction of the Project that is not caused solely by the City. For purposes of this Agreement the "City Representative" shall be _____ or such other individual designated by the City in writing to the Developer.

4.2 **Scope Drawings and Plans and Specifications.**

(a) The Developer shall deliver the Project drawings (the "**Scope Drawings**") and Plans and Specifications for the Project to the City Representative, and the City Representative, acting in its reasonable discretion, shall approve the Plans and Specifications. After such initial

approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications for the Project shall be submitted to the City Representative as a Change Order (as hereinafter defined) pursuant to Section 4.4 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Building Department and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project. As a condition precedent to the Closing, the Developer shall deliver to the City Representative, and the City Representative shall approve, Scope Drawings and Plans and Specifications for the Project, which shall also be subject to the requirements of this Section 4.2.

(b) Developer's Plans and Specifications shall include at a minimum (i) a landscaping plan; (ii) a lighting plan demonstrating the amount, placement, type and construction of the lighting; and (iii) a vehicular traffic plan indicating traffic flows between the various aspects of the Project and their relation to the proposed street patterns, if applicable

4.3 **Project Budget.** The Developer shall deliver to the City Representative a budget for the Project (the "**Project Budget**") showing estimated total costs for the Project in an amount of approximately \$_____. The Developer hereby certifies to the City that it (a) has equity, capital and commitments for mortgage financing in an amount sufficient to pay for all Project development costs; and (b) the Project Budget is true, correct and complete in all material respects and accurately represents the estimated costs as of the Closing Date to complete the Project. The Developer shall promptly deliver to the City Representative certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 4.4 hereof.

4.4 **Project Revisions.** All "Project Revisions" (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project ("**Change Orders**") must be submitted by the Developer to the City Representative concurrently with the progress reports described in Section 4.8 hereof; provided, that any Project Revision relating to any of the following must be submitted by the Developer to the City Representative for the City Representative's prior written approval. The City's approval or rejection of a Project Revision shall not be unreasonably withheld or delayed. If the City fails to respond to a request for a Project Revision within seven (7) business days, the Developer may deem the City's lack of response as its approval of said Project Revision, unless the City notifies the Developer within that seven (7) business day period that it requires more time to review the proposed Project Revision. As used herein, "**Project Revisions**" shall consist of: (a) a reduction in the square footage, height or scope of the Project; (b) a change in the principal use of the Project to a use other than a [to come]; (c) a delay in the completion of the Project by more than three (3) months, unless the delay is the direct result of a state or local governmental entity approval process; or (d) any Project Revision which exceeds [\$50,000] or which, taken together with all previously approved Change Orders, results in aggregate Project Revisions to date in excess of [\$200,000]. The Developer shall not authorize or permit the performance of any work relating to any Project Revision or the furnishing of materials in connection therewith prior to the receipt by the Developer of the City Representative's written approval (to the extent required in this section). The Construction Contract (as hereinafter defined), and each contract between the General Contractor (as hereinafter defined) and any subcontractor, shall contain a provision to

this effect. Any subcontractor shall be entitled to rely upon the Developer's representation and warranty as to whether a Project Revision requires City approval under this Section 4.4.

4.5 **Work Project Schedule.** The Developer shall deliver a detailed timeline showing the scheduled, amount of time to be expended and the sequence for each of the tasks necessary to construct the Project ("**Work Project Schedule**"). The timeline shall be prepared and certified as being accurate by the Developer.

4.6 **City Representative Approval.** Any approval granted by the City Representative of the Scope Drawings, Plan and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by the City Representative pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

4.7 **Other Approvals.** Any City Representative approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.3 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to the City Representative's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder and the City Representative's approval of the form of Construction Contract for the Project.

4.8 **Inspecting Agent or Architect.** An independent agent or architect (other than the Developer's architect) may be selected and retained by the City, at its sole cost and expense, to act as the inspecting agent or architect for the Project.

4.9 **Barricades.** Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinance and regulations. The City Representative retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

[4.10 **Signs and Public Relations.** The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.]

4.11 **Utility Connections.** The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of the customary fees and costs related thereto. Prior to commencing construction, Developer shall obtain a construction water permit for the Project and shall install, or cause to be installed, a temporary water meter in order to

accurately gauge the Project's water usage during construction, which water meter shall remain on the Property until such time as all Project construction is completed.

4.12 **Permit Fees.** In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Des Plaines and are of general applicability to other property within the City of Des Plaines.

4.13 **Construction Contract.** The Developer has selected _____ ("General Contractor") as the general contractor for the Project. Developer will enter into a construction contract with the General Contractor (the "**Construction Contract**"). Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that any subcontractors shall not) begin work on the Project until the Plan and Specifications have been approved by the City and all requisite permits required to commence construction have been obtained.

4.14 **Performance and Payment Bonds.** [DEVELOPER/GENERAL CONTRACTOR/STEVE KOZEROWITZ TO DISCUSS BONDING ISSUE]Prior to commencement of construction, and at any time a new subcontractor is added to the Project, the Developer shall require that its General Contractor provide evidence to the City that each subcontractor is fully bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent for work performed in the public way. The City (and such other third parties as the City shall reasonably request) shall be named as co-obligee on such bonds. The Developer shall also cause its General Contractor and all subcontractors to comply with all bonding and other requirements applicable to work in the public way, if such work is being performed.

4.15 **Property Maintenance.** Developer shall be responsible throughout the Term of this Agreement to maintain the Property in accordance with such rules and regulations imposed by the City and/or its City Representative, including, without limitation, providing adequate security for the Property; keeping the Property and adjacent areas clean of construction dirt and debris; installing adequate construction fencing; abiding by work hours and noise restriction levels; and minimizing any disruption of, or to, existing businesses, tenants, employees or visitors utilizing any of the areas in close proximity to the Property.

4.16 **Processing of Licenses.** The City agrees to expeditiously process and approve all licenses, assuming compliance with all applicable rules and regulations relating to the issuance of any applicable license, relating to the Project. Developer agrees to comply with all license requirements and to cooperate with the City in terms of the approval and issuance of such licenses.

ARTICLE V

CONDITIONS PRECEDENT TO CLOSING

As a condition precedent to Closing the conditions specified in Section 5.1 through 5.12 below shall be complied with to the City's or Developer's satisfaction, as applicable, within the time periods set forth below or, if no time period is specified, not less than five (5) business days prior to the Closing:

5.1 **Project Budget.** The Developer shall have submitted to the City Representative for information, review and comment a Project Budget in accordance with the provisions of Section 4.3 hereof.

5.2 **Scope Drawings and Plans and Specifications.** The Developer shall have submitted to the City Representative, and the City Representative shall have approved, the Scope Drawings and Plans and Specifications for the Project in accordance with provisions of Section 4.2 hereof.

5.3 **Other Governmental Approvals.** The Developer shall have obtained all planned development zoning, land use, signage and appearance review approvals for the Project and shall have secured all other necessary approvals and permits required by any state, federal, or local statutes, ordinances or regulation for the commencement of construction of the Project and shall submit evidence thereof to the City Representative.

5.4 **Financing.** The Developer shall have furnished proof reasonably acceptable to the City that the Developer has the equity, capital and commitments for mortgage financing in the amount necessary to complete the Project and satisfy its obligations under this Agreement.

5.5 **Insurance.** The Developer, at its own expense, shall have insured the Property in accordance with Article X hereof and delivered to the City Representative the certificates required pursuant to Article X evidencing the required coverages.

5.6 **Corporate Documents.** The Developer shall provide a copy of its Articles of Organization containing the original certification of the Secretary of State of Illinois; certificates of good standing or existence from the Secretary of State of Illinois and all other states in which the Developer is qualified to do business; a managing member's certificate in such form and substance as the City's Counsel may require attaching, among other things, a copy of Developer's operating agreement and consents for the transaction; and such other comparable documentation as the City may request from the Developer.

5.7 **Litigation.** The Developer shall provide the City and the City Representative a description of all pending or threatened litigation or administrative proceedings involving the Developer specifying, in each case, the amount of each claim, an estimate of probable liability, and whether (and to what extent) such potential liability is covered by insurance.

5.8 **Zoning and Subdivision.** The City shall have obtained such zoning as is required to operate the Project and shall have subdivided the Property and obtained all zoning and subdivision approvals necessary to construct, operate and maintain the Project on the Property; provided that Developer will, upon request by the City, subscribe to and join with the City in any petitions or proceedings required for such zoning and subdivision.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER

In order to induce the City to enter into this Agreement and to adopt the ordinances and resolutions and grant the rights provided for Developer, Developer represents, covenants, warrants and agrees, as the basis for the undertakings on Developer's part and the City's part that:

6.1 **Organization and Authorization.** Developer is a _____ duly organized, validly existing and in good standing under the laws of the State of _____ and is duly authorized and in good standing to do business in Illinois, and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. No other consents, approvals or authorizations on the part of Developer are required in connection with the Developer's execution and delivery of this Agreement. Developer will do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence and standing as a _____ authorized to do business in the State of Illinois so long as Developer maintains an interest in the Property or has any other remaining obligations pursuant to the terms of this Agreement.

6.2 **Non-Conflict or Breach.** The execution, delivery and performance of this Agreement by Developer, the consummation of the transactions contemplated in it, and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation of any applicable law or a breach of any of the terms, conditions or provisions of any offering or disclosure statement made, or to be made, by or on behalf of Developer. Further, this Agreement does not conflict with any restriction, organizational document, agreement or instrument to which Developer, or any of its members, partners or venturers, is now a party or by which Developer, or any of its members, partners or venturers, is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights pursuant to this Agreement of Developer, any related party or any of its members, partners or venturers under the terms of any instrument or agreement to which Developer, any related party or any of its members, partners or venturers is now a party or by which Developer, any related party or any of its venturers is bound.

6.3 **Conflict of Interest.** Developer represents and warrants that, to the best of its knowledge after due inquiry, no official, agent, or employee of the City has any direct or indirect financial interest in this Agreement or the Project. Further, none of the above has participated in any decision relating to this Agreement that is prohibited by law. Developer represents and

warrants that no officer, agent, employee or representative of the City has received any payment or other consideration for the making of this Agreement, directly or indirectly from Developer. Developer represents and warrants that it has not been paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys. Developer acknowledges that the City is relying upon the foregoing representations and warranties in entering into this Agreement, and would not enter into this Agreement absent the same.

6.4 **Pending Lawsuits.** There are no actions at law or similar proceedings either pending or, to the best of Developer's knowledge, threatened against Developer that would materially or adversely affect the ability of Developer to proceed with the construction and development of the Project on the Property or to perform its obligations under this Agreement.

6.5 **Developer's Liabilities.** Developer will not enter into any transaction that would materially and adversely affect its ability to perform its obligations under this Agreement. Developer will immediately notify the City of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements related to this Agreement or the Project.

[6.6 **Redevelopment Plan.** Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.]

6.7 **Bonds or Other City Financing.** Developer shall, at the request of the City, agree to execute in a timely manner any reasonable amendments to this Agreement or other written undertakings that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Project or the Redevelopment Area, the proceeds of which may be used for such purposes as the City shall decide in its sole discretion.

6.8 **Real Estate Tax Exemption.** With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption that would result in the lowering of the assessed rate below the rate at which other commercial property is assessed (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (970)) for any year that the Redevelopment Plan is in effect. Nothing in this Section 6.8 shall prohibit Developer from seeking a reduction in its real estate property tax assessments.

6.9 **Prevailing Wage.** Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor ("**Department**") during construction of the Project. If the Department revises such prevailing wage rates, the revised rate shall apply to all such contracts.

6.10 **Nondiscrimination in the Course of Development.** Developer shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin in the construction of the improvements in accordance with the terms of this

Agreement. The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applications will receive consideration for employment without regard to race, creed, color or national origin.

6.11 **Nondiscrimination in Use of Property.** Developer shall not discriminate on the basis of race, color, creed or national origin in the sale, lease, or rental or in the use of occupancy of the Property or any improvements thereon, and shall not effect or execute any agreement, lease, conveyance or other instrument whereby the Property or any part thereof is restricted upon the basis of race, color, creed or national origin. Developer shall comply with all state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease or occupancy of the Property.

6.12 **Compliance with Laws.** The Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations and codes pertaining to or affecting the Property and the Project, including, without limitations, all regulations or laws affecting the operation and maintenance of a water park. Upon the City's request, the Developer shall provide evidence to the City of such compliance.

6.13 **Survival of Covenants.** All warranties, representations, covenants and agreements of Developer contained in this Agreement are true, accurate and complete at the time of Developer's execution of this Agreement, and will survive the execution, delivery and acceptance by the parties and will be in effect throughout the Term of this Agreement.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES OF THE CITY

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

7.1 **Organization and Authority.** The City is a 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.

7.2 **Litigation.** To the best of the City's knowledge, there are no proceedings pending or threatened against or affecting the City, or the Property, in any court or before any governmental authority which will materially or adversely affect the ability of the City to perform its obligations under this Agreement.

7.3 **No Recapture Fees.** To the best of the City's knowledge, there are no recapture agreements affecting the Property nor shall any recapture fees be due from Developer as a result of the construction of the Project pursuant to the terms of this Agreement.

7.4 **No Possessory Rights.** There are no persons in possession or occupancy of any portion of the Property. Neither are there any persons who have possessory rights with respect to

the Property and there are no service agreements, management agreements or any other type of agreement(s) or contract(s) affecting the Property which will survive Closing.

7.5 **Authorization.** The execution, delivery and performance of this Agreement, the consummation by the City of the transactions in this Agreement, and the compliance with the provisions of this Agreement:

(a) have been duly authorized by all necessary corporate action on the part of the City.

(b) require no other consents, approvals or authorizations on the part of the City in connection with the City's execution and delivery of this Agreement.

(c) 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 City is subject.

7.6 **Utility Connections.** To the extent controlled by the City, the City shall permit the connection of all water lines and sanitary and storm sewer lines constructed on the Property or near the perimeter of the Property. Developer shall comply with all requirements of general applicability promulgated by the City for such connections.

7.7 **City Procedures.** The City acknowledges that notices, meetings and hearings have been or will be properly given and held by the City with respect to the review and/or approval and/or adoption of any approvals needed from the City and the approval and execution of this Agreement, and the Parties agree not to challenge any of such actions on any substantive basis or on the grounds of any procedural infirmity or of any denial of any procedural right. In the event that any court or governmental agency having jurisdiction over the subject matter contemplated by this Agreement shall determine that this Agreement or any City approval is contrary to law or invalid, the City shall pay the costs and expenses to defend the integrity of any such challenge.

7.8 **Survival of Covenants.** All warranties, representations, covenants and agreements of the City contained in this Agreement are true, accurate and complete at the time of the City's execution of this Agreement, and will survive the execution, delivery and acceptance by the parties and will be in effect throughout the Term of this Agreement.

ARTICLE VIII

COMPLETION OF CONSTRUCTION AND POST CLOSING OBLIGATIONS

8.1 **Certificate of Completion of Construction.** Upon completion of the construction of the Project in accordance with the terms of this Agreement and upon the Developer's written request, the City Representative shall issue the Developer a certificate evidencing the respective completion or substantial completion of the Project (the "**Certificate**") in recordable form certifying that the Developer has fulfilled its obligation to construct the Project in accordance with the terms of this Agreement. The City Representative shall respond to the Developer's written request for a Certificate within thirty (30) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures. The City's issuance of such Certificate is subject to evidence of payment of all Project costs, absence of liens or other claims against the Project, and satisfaction of the Developer's other obligations hereunder (excluding obligations which, under the terms of this Agreement, are not required to be performed as of such date).

8.2 **Effect of Issuance of Certificate; Continuing Obligations.** The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of this Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

8.3 **Failure to Complete.** If Developer fails to complete the Project in accordance with the terms of this Agreement, then the City shall have, but shall not be limited to, any of the following rights and remedies:

- (a) the right to terminate this Agreement; and
- (b) the right (but not the obligation) to complete the Project with such modifications thereto as may be approved by the City in its sole discretion.

8.4 **Transfer Restrictions.**

(a) Prior to the issuance of the Certificate, Developer shall have the right to Transfer all or any part of its interest in the Property and this Agreement in whole or in part to an Affiliate (as hereinafter defined in Section 14.1) or Permitted Mortgagee in accordance with the terms of this Agreement. "**Transfer**" shall mean any direct or indirect sale, transfer, conveyance, assignment or other disposition of the Property, or any portion thereof, or any interest or estate therein, that results in the transfer of Developer's controlling interest in the Property, or any portion thereof. In such event, the Affiliate or Permitted Mortgagee shall assume the obligations of the Developer, whereupon

Developer shall be released from its obligations under this Agreement provided an Event of Default is not in existence. Nothing in this Agreement shall operate to (a) prohibit or in any way restrict (i) Developer's right without the consent of the City to transfer, convey or assign (or cause to be transferred, conveyed or assigned) the Property, or any portion thereof, at any time to one or more Affiliates (except that such transfer is prohibited if the Affiliate is in violation of any City ordinances or other City legal requirements, involved in litigation adverse to the City, or unable or unwilling to accept an assignment of the obligations under this Agreement), or (ii) any transfer, conveyance or assignment of the Property, or any portion thereof, at any time, to a Permitted Mortgagee or its Affiliate (including a Transfer pursuant to a foreclosure or, following the filing of a foreclosure action, a deed delivered to a Permitted Mortgagee in lieu of foreclosure) or (b) prohibit or in any way restrict a Permitted Mortgagee's right without the consent of the City to transfer, convey or assign (or cause to be transferred, conveyed or assigned) all or any portion of the Property as a result of, or at any time following, a foreclosure (or, following the filing of a foreclosure action, a deed in lieu of foreclosure), provided the transferee is a Affiliate. In the event of a Transfer to an Affiliate, Developer shall provide the City with written notice of such Transfer and the identity and address of the transferee not less than fifteen (15) days prior to the date of such Transfer. In the event Developer receives notice of the filing of a foreclosure action against the Property, Developer shall provide the City with written notice of such filing and a copy of the notice not less than fifteen (15) days following the date of Developer's receipt of said notice. In the event of a Transfer by a Permitted Mortgagee following a foreclosure (or deed in lieu of foreclosure), the transferee shall, upon request of the City following such Transfer, provide such information relating to the transferee as the City may reasonably request.

(b) Except as expressly set forth in this Section 8.4, no person or entity, other than Developer, shall be deemed to have assumed any obligation or liability hereunder, except with respect to the obligations it expressly assumes. If Developer sells or otherwise transfers all of the Property (other than a transfer in lieu of foreclosure to a Permitted Mortgagee or its Affiliate) in a single sale (as opposed to multiple sales of portions of the Property), the transferee in such single sale shall assume all obligations under this Agreement. In no event shall a sale by foreclosure or a transfer in lieu of foreclosure constitute a sale or transfer for purposes of this Section 8.4, and no Permitted Mortgagee or its Affiliate (or any person or entity acquiring title from or through such Permitted Mortgagee or its Affiliate) shall be deemed to have assumed any obligations under this Agreement other than the obligations it expressly assumes.

(c) Except as provided above, during the Term of this Agreement, the Developer shall be permitted to assign this Agreement to any third party without the prior consent of the City provided that the Developer supplies the City with evidence, no less than twenty-one (21) days prior to any proposed assignment, which is reasonably satisfying to the City, that the proposed transferee possesses the qualifications and financial responsibility necessary and adequate to fulfill the obligations of the Developer under this Agreement. Any proposed transferee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the

obligations of the Developer under this Agreement and agree to be subject to all of the conditions and restrictions to which the Developer is subject.

8.5 **Payment of Governmental Charges.** Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or any portion of the Project controlled by the Developer, or which become due and payable. “**Governmental Charges**” shall mean all federal, state, county, City or other governmental (or any instrumentality, division, agency body or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to the Developer, the Property or the Project, including but not limited to amusement taxes, sales taxes and real estate taxes.

8.6 **Notice of Expiration of Term of Agreement.** Upon the expiration of the Term (as hereinafter defined) of this Agreement, the City Representative shall provide the Developer, at the Developer’s written request, with a written notice in recordable form stating that this Agreement has expired.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

9.1 **Events of Default by Developer.** The following shall be an “**Event of Default**” or collectively, “**Events of Default**”, if not cured within thirty (30) days after written notice from the City to the Developer of each failure (or if such default is not capable of being cured within thirty (30) days but Developer begins reasonable efforts to cure within thirty days and continues to diligently pursue its cure and thereafter completes such cure in a period not to exceed ninety (90) days):

(a) The failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement from the Project if such failure has a material adverse affect on the Developer’s business, property, assets or financial condition;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure has a material adverse effect on the Developer’s business, property, assets, operations or condition;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the

Permitted Title Exceptions, or the making or any attempt to make any levy, seizure or attachment thereof.

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or allegation that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within one hundred twenty (120) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within one hundred twenty (120) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for one hundred twenty (120) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer or the death of any natural person who owns a controlling interest in the Developer, unless, in the case of the death of such natural person, the Developer, within thirty (30) days of such death, establishes to the satisfaction of the City Representative, in the City Representative's sole discretion, that it is able to fulfill its obligations under this Agreement notwithstanding such death; or

(j) the institution in any court of a criminal proceeding (other than misdemeanor) against the Developer or any natural person who owns a controlling interest in the Developer, which is not dismissed within ninety (90) days, or the indictment of the Developer or any natural person who owns a controlling interest in the Developer, for any crime (other than a misdemeanor).

9.2 **Remedies for Default by Developer.** The occurrence of any of the events set forth in Section 9.1 shall constitute an Event of Default by Developer under this Agreement and shall entitle the City to such remedies at law or in equity, including, without limitation, specific performance, as may be necessary to cure or remedy such default or breach or to enforce performance and observance of any obligation, undertaking, covenant or agreement of Developer, but specifically excluding punitive and/or consequential damages.

9.3 **Costs of Enforcement.** Should either Party employ attorneys to enforce any of the provisions of this Agreement, the Party against whom any final judgment is entered agrees to pay the prevailing Party all reasonable costs, charges, and expenses, including, without limitation, reasonable attorneys' fees and expenses, expended or incurred by the prevailing Party in connection therewith.

9.4 **No Waiver by Delay.** 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 neither Party should be constrained to avoid the risk of being 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 by either Party with respect to any specific Event of Default under this Agreement be considered or treated as a waiver of the rights of the non-defaulting Party under this Article IX or with respect to any Event of Default under this Agreement or with respect to the particular Event of Default, except to the extent specifically waived, in writing, by said non-defaulting Party.

9.5 **Rights and Remedies Cumulative.** The rights and remedies of the Parties to this Agreement shall be cumulative, and the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default. No waiver made with respect to the performance, or the manner or time of performance, of any obligation of the other Party or any condition under the Agreement shall be considered a waiver of any rights of any Party with respect to the particular obligation of either Party or condition beyond those expressly waived, in writing.

ARTICLE X

INSURANCE

The Developer shall provide and maintain, or cause to be provided, at the Developer's own expense (or the expense of the party required to provide such insurance), during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

(a) **Prior to Execution and Delivery of this Agreement**

(i) **Workers Compensation and Employers Liability Insurance**
Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident or illness.

(ii) **Commercial General Liability Insurance (Primary and Umbrella)**
Commercial General Liability Insurance or equivalent with limits of not less than [\$_____] per occurrence for bodily injury, personal injury, and property damage liability. Coverage shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The

City of Des Plaines shall be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(b) During Construction.

(i) Workers Compensation and Employers Liability Insurance Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella) Commercial General Liability Insurance or equivalent with limits of not less than [\$_____] per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, independent contractors, separation of insured, defense, and contractual liability (with no limitation endorsement). The City of Des Plaines shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary and Umbrella) When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than [\$_____] per occurrence for bodily injury and property damage. The City of Des Plaines shall be named as an additional insured on a primary, non-contributory bases.

(iv) Intentionally Omitted.

(v) Builders Risk Insurance When the General Contractor undertakes any construction, including improvements, betterments, and/or repairs, the General Contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages shall include but not be limited to the following: collapse, boiler and machinery if applicable. The City shall be named as an additional insured and loss payee.

(vi) Professional Liability When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$2,000,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or proceed, start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(c) Other Requirements. The Developer will furnish the City, and the City Representative, (i) original certificates of insurance (“**Certificates of Insurance**”) evidencing the required coverage to be in force on the earlier of the Developer’s entry onto the Property to perform any site preparation work to which the City may consent, and the Closing Date, and (ii) renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. The Developer shall submit evidence of insurance to the City in such form and manner as the City reasonably requests. The receipt of any Certificate of Insurance does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the Certificates of Insurance are in compliance with all requirements of this Agreement. The failure of the City to obtain Certificates or other insurance evidenced from the Developer shall not be deemed to be a waiver by the City. The Developer shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation under this Agreement, and the City retains the right to terminate this Agreement until the proper evidence of insurance is provided.

The Certificates of Insurance shall provide for thirty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or not renewed.

Any and all deductibles or self insured retentions on reference insurance coverages shall be borne by the Developer.

The Developer agrees that insurers shall waive rights of subrogation against the City , its employees, elected officials, agents, or representatives.

The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer’s liabilities and responsibilities specified within this Agreement documents or by law. The Developer expressly understands and agrees that the Developer’s insurance is primary and any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by the Developer under this Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Developer shall require the General Contractor, and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the General Contractor, or subcontractors. The General Contractor or all subcontractors shall be subject to the same requirements of Developer unless

otherwise specified herein. Such insurance shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for a party under the Workers' Compensation Act, any disability benefit acts or other employee benefits act and shall survive completion and final payment of amounts due to the General Contractor and subcontractors under the Construction Contract.

If the Developer, General Contractor or any subcontractor desire additional coverages, the Developer, General Contractor and each subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City shall endeavor to name the Developer as an additional insured on any insurance policy covering the designated common parking areas.

The City maintains the right to modify, delete, alter or change these requirements in its reasonable discretion.

ARTICLE XI

INDEMNIFICATION

The Developer agrees to indemnify, defend and hold the City of Des Plaines, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Developer's or any contractor's failure to pay the General Contractor, subcontractors or materialmen in connection with any portion of the Project, or (iii) the existence of any material misrepresentation or omission in this Agreement, or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or person acting under the control or at the request of the Developer or (iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto or (v) any injury, loss or damage to persons or property resulting from the construction, operation or maintenance of the Project or any business conducted by Developer on the Property.

ARTICLE XII

MAINTAINING RECORDS/RIGHT TO INSPECT

12.1 **Books and Records.** The Developer shall keep and maintain separate, complete, accurate and detailed books and records (**the "Developer's Records"**) necessary to reflect and fully disclose the total actual cost of the Project and to permit the City to monitor the Project to ensure compliance with this Agreement. Developer's Records and other documents, including but not limited to General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the

Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, upon reasonable notice to the Developer, at the City's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project. The confidentiality of Developer's Records shall be strictly observed by the City and, unless required by Illinois law or court order, shall not be made available for review except as expressly authorized by the Developer.

12.2 **Inspection Rights.** Until the issuance of the Certificate, upon three (3) business days' notice, any authorized representative of the City shall have access to all portions of the Project and the Property during normal business hours during the Term of this Agreement.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 **Titles of Articles and Sections.** Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

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

- (a) Definitions include both singular and plural.
- (b) Pronouns include both singular and plural and cover all genders.
- (c) The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".
- (d) Headings of Sections are solely for convenience of reference and do not constitute a part of this Agreement and shall not affect its meaning, construction or effect.
- (e) Any reference to a specific number of days shall mean calendar days.
- (f) All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference into this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the exhibit shall control.

13.3 **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:

- (a) Personal service.

- (b) Telex, telegram or telecopy.
- (c) Overnight courier.
- (d) Registered or certified first class mail, postage prepaid, return receipt requested:

if to the City:

with a copy to:

if to Developer:

with a copy to:

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 (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight hours following deposit in the U.S. Mail.

13.4 **Time of the Essence.** Time is of the essence of this Agreement.

13.5 **Integration.** Except as otherwise expressly provided, this Agreement supersedes all prior agreements, negotiations and discussions relative to its subject matter and is a full integration of the agreement of the Parties.

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

13.7 **Force Majeure.** If either Party fails to perform timely any of the terms, covenants or conditions of this Agreement to be performed by such Party and such failure is due in whole or in material part to any change in law, strike, unmediated lockout, civil disorder, failure of power, inability or delay in procuring materials or necessary approvals and/or permits, riots, insurrections, war, fuel shortage, acts of God, acts of terrorism, then such Party shall not be deemed in default under this Agreement as a result of such failure and any time for performance by such provided for herein shall be extended by the period of delay resulting from such cause.

13.8 **Severability.** If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or its respective application, 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.

13.9 **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its conflicts of laws principles.

13.10 **Entire Contract and Amendments.** This Agreement is the entire contract between the City and Developer relating to the subject matter, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and Developer, and may be modified or amended only by a written instrument executed by the Parties. All of the exhibits attached hereto are incorporated herein by reference. Any exhibit to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

13.11 **Non-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 parties or persons other than the City, Developer and a Permitted Mortgagee (as hereinafter defined), nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties or persons to either the City or Developer, nor shall any provision give any third parties or persons, other than a Permitted Mortgagee, any rights of subrogation or action over or against either the City or Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever except that any Permitted Mortgagee is an intended beneficiary of this Agreement.

13.12 **Waiver.** Any Party to this Agreement may elect to waive any right or remedy it may enjoy, 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, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

13.13 **Cooperation and Further Assurances.** The City and Developer each covenants and agrees that each shall do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and supplemental documents 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 City or Developer or other appropriate parties all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect to this Agreement.

13.14 **Dispute Resolution.**

(a) **Arbitration.** Subject to subsection (c) below, any and all controversies, disputes or claims arising between the Parties and their respective members, owners, officers, directors, agents, employees and attorneys arising out of or relating to this

Agreement will, on demand of any party, be submitted for arbitration to the offices of the American Arbitration Association (“AAA”) located in Chicago, Illinois and be conducted in Chicago, Illinois, unless otherwise agreed to in advance by the parties, by one (1) arbitrator in accordance with the then current commercial arbitration rules of the AAA (the “**Rules**”). The arbitrator shall be a lawyer familiar with business transactions of the type contemplated by this Agreement who, directly or indirectly, either alone or by affiliation with a law firm, shall not have been previously employed or affiliated with any of the Parties to this Agreement. All procedural matters relating to the arbitration will be governed by the Federal Arbitration Act of the United States of America (9 U.S.C. Section 1 et seq.). The Arbitrator shall decide the issues submitted (i) in accordance with the provisions and commercial purposes of this Agreement; (ii) with such discovery allowed as the arbitrator determines appropriate under the circumstances; (iii) as expeditiously as is practicable and, if reasonably practicable, within ninety (90) days after the selection of the Arbitrator; and (iv) with all substantive questions of law determined under the laws of the State of Illinois (without regard to its conflicts of laws principles). The Parties agree to facilitate the arbitration by (i) conducting arbitration hearings, to the extent practicable, on successive business days, and (ii) observing strictly the time periods established by the Rules or reasonable rules established by the arbitrator for submission of evidence or briefs at such hearing. The Arbitrator shall give the parties written notice of the decision, with the reasons therefor set out, and shall have thirty (30) days thereafter to reconsider and modify such decision if any party so requests within ten (10) business days after the decision. Thereafter, the decision of the Arbitrator shall be final, binding, and non-appealable with respect to all persons, including (without limitation) persons who have failed or refused to participate in the arbitration process.

(b) Awards. Except as otherwise provided herein, the arbitrator will have the right to award or include in an award any relief, under law or in equity, which the arbitrator deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance and injunctive relief, and legal fees and costs. The arbitrator shall have the authority to allocate responsibility for the costs of the arbitration and to award recovery of attorneys’ fees and expenses as the arbitrator determines to be appropriate. The award and decision of the arbitrator will be conclusive and binding on all parties and judgment on the award may be entered in any court of competent jurisdiction, and each party waives any right to contest the validity of enforceability of such award. This provision will continue in full force and effect subsequent to and notwithstanding expiration or termination of this Agreement.

(c) Costs and Attorneys Fees. The party prevailing in any court or arbitration proceeding will recover from the other party its costs and expenses, including, but not limited to, reasonable attorneys' fees.

(d) Injunctive Relief. As an alternative or supplement to arbitration, as set forth in subsection (a) above, the Parties may obtain in any court of competent jurisdiction any equitable relief, including temporary restraining orders and preliminary injunctions, from any conduct or threat that constitutes a violation or threatened violation of the covenants or other agreements of the City and the Developer, respectively, and against conduct or threatened conduct for which no adequate remedy at law may be

available or which may cause such party irreparable harm. Such party may have such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the other party's sole remedy in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). The Parties acknowledge that violations of certain provisions of this Agreement would result in irreparable injury to the other party for which no adequate remedy at law may be available. Accordingly, each Party consents to the issuance of an injunction at the other Party's request (without posting a bond or other security).

13.15 **Successors in Interest/Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns. This Agreement may not be assigned by Developer without the City's prior written consent, which consent may be withheld in the City's sole discretion.

13.16 **No Joint Venture, Agency or Partnership Created.** Nothing in this Agreement, nor 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.

13.17 **No Personal Liability of Officials of the City.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any elected or appointed official, officer, member, agent, employee or attorney of the City, in his or her individual capacity, and no elected or appointed official, officer, member, agent, employee or attorney of the City 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.

13.18 **Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the City's code of ordinances, or any part of them, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

13.19 **Compliance With Laws.** Developer shall acquire and at all times install, construct, operate and maintain the Project in conformance with all applicable City regulations and rules. All work with respect to the Project shall conform to all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision and planned unit development codes, building codes, environmental codes, life safety codes and any other applicable codes and ordinances of the City.

13.20 **Recordation.** This Agreement may be recorded by the Developer with the Office of the Cook County Recorder of Deeds.

13.21 **Real Estate Commissions.** The Parties represent and warrant to each other that they have not authorized any broker or finder to act on their behalf in connection with the sale and purchase hereunder. Developer agrees to indemnify, defend, protect and hold harmless the City from and against any and all claims, losses, damages, liabilities, costs or expenses of any

kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Developer or on Developer's behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby. The City agrees to indemnify, defend, protect and hold harmless Developer from and against any and all claims, losses, damages, liabilities, costs or expenses of any kinds or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by the City or on the City's behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby. Notwithstanding anything to the contrary contained herein, this Section 13.22 shall survive the Closing or any earlier termination of this Agreement.

13.22 **Effective Date.** The last of the City or Developer to execute and deliver this Agreement, and the date thereof, shall be herein called the “Effective Date” of this Agreement.

[13.23 **Temporary Construction Easement.** The City shall grant the Developer, its employees and agents, the General Contractor and subcontractors, if any, a temporary construction easement over the Redevelopment Area in order for Developer, the General Contractor and subcontractors, if any, to, access the Redevelopment Area during construction of the Project, to store soil and other materials on the Redevelopment Area during construction of the Project, as more particularly described in the Temporary Construction Easement Agreement, form of which is attached hereto as **Exhibit ___**. The Parties shall execute the Temporary Construction Easement Agreement at Closing and it shall be recorded against the Redevelopment Area and Property.]

13.24 **Cooperation.** Prior to the Closing Date, City hereby grants Developer, the General Contractor, agents and employees, a temporary license to enter upon any portion of the Property as shall be reasonably necessary for the Developer to perform all or any part of the Developer’s obligations under this Agreement. Similarly, from and after the Closing Date, Developer hereby grants to the City, its contractors, agents and employees, a temporary license to enter upon any portion of the Property as shall be reasonably necessary for the City to perform all or any part of the City’s obligations under this Agreement. In addition, from and after the Closing Date and while the Project is being constructed, the Parties agree to cooperate with each other and to coordinate such work so that the work being performed on the Property shall be completed in a timely manner and in accordance with the Work Project Schedule.

ARTICLE XIV

MORTGAGES

14.1 **Mortgage.** Any mortgage which Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof, as the same may be amended, extended or otherwise modified, is referred to herein as a “**Permitted Mortgage**”. The holder of any such Permitted Mortgage, together with its successors and assigns, is referred to herein as a “**Permitted Mortgagee**.” A Permitted Mortgagee may transfer its interest in a Permitted Mortgage without the consent of the City and without affecting the status of such

mortgage as a Permitted Mortgage. A Permitted Mortgagee shall be permitted to exercise its remedies upon a default under such Permitted Mortgage, including acquiring title in the Property in its name or the name of an Affiliate (as hereinafter defined) through foreclosure and by accepting a deed in lieu of foreclosure, without the consent of the City. “**Affiliate**” shall mean (a) with respect to the Developer, any person or entity directly or indirectly controlling, controlled by or under common control of the Developer or (b) with respect to a Permitted Mortgagee, any person or entity directly or indirectly controlling, controlled by or under common control of such Permitted Mortgagee. In the event that any Permitted Mortgagee or its Affiliate succeeds to Developer’s fee simple interest in the Property or any portion thereof pursuant to the exercise of remedies under a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, it shall be deemed to have assumed the obligations contained herein during the period of its ownership of such portion of the Property. The City consents to the Developer’s collateral assignment of its interest under this Agreement to any such Permitted Mortgagee. The City agrees to provide any Permitted Mortgagee notices sent pursuant to Section 13 and to permit such Permitted Mortgagee an additional fifteen (15) days to cure any default for which a cure period is provided for herein and, if applicable, to provide the aforesaid written assurance and acceptance of assignment of the Developer’s interest.

14.2 **Subordination.** Sections of this Agreement shall be expressly subordinate to the lien of any Permitted Mortgage.

14.3 **Estoppel Certificate.** Upon a request by Developer, the City agrees to provide within fifteen (15) days an estoppel certificate, in the form attached hereto as **Exhibit __**, certifying that this Agreement is in full force and effect (unless such is not the case, in which case the City shall specify the basis for such claim), that Developer 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 Developer, a Permitted Mortgagee, and/or a prospective Permitted Mortgagee.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the _____ day of _____, 2011.

THE CITY:

By: _____
Name: _____
City President

ATTEST:

By: _____
Name: _____
City Clerk

DEVELOPER:

By: _____
Name: _____
Its: _____

Effective Date:

_____, 2011

EXHIBIT A

Redevelopment Area

[To Come]

EXHIBIT B

Legal Description and Depiction of Property

[To Come]

EXHIBIT C

Resolution

[To Come]

EXHIBIT D

Redevelopment Plan

[To Come]

EXHIBIT E

SPECIAL WARRANTY DEED

This Special Warranty Deed made and entered into as of this ____ day of _____, 20__, by and between the CITY OF DES PLAINES, an Illinois municipal corporation (hereinafter called "Grantor"), whose address is _____, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to Grantor by _____, a (hereinafter called "Grantee"), whose address is _____ (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, and pursuant to authority of said Grantor, by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, and to its successors and assigns, all of the following described real estate situated in the County of Cook, and State of Illinois known and described as follows, to wit:

The tracts of land (hereinafter called the "Real Estate") located in Cook County, Illinois and described in Exhibit A attached hereto and made a part hereof for all purposes; all improvements situated on the Real Estate and all fixtures and other property affixed thereto, and all and singular the rights and appurtenances pertaining to the Real Estate and Improvements, including any and all easements and other rights appurtenant to the Real Estate.

(all of the foregoing hereinafter called the "Property"), subject to the Permitted Title Exceptions (as listed on Exhibit B attached hereto and made a part hereof).

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging unto Grantee and to its successors forever. Grantor covenants that Grantor shall and will WARRANT AND FOREVER DEFEND the title to the Property unto Grantee, its successors and assigns, against the claims of all persons whomsoever lawfully claim the same or any part thereof, by, through, or under Grantor, but not otherwise, however, the general taxes for the calendar year of 20__ (second installment) and thereafter, and special taxes becoming a lien after the date of this deed and the Permitted Title Exceptions.

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor this _____ day of _____, 2011.

CITY OF DES PLAINES

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, personally appeared _____, to me personally known as the _____ of the City of Des Plaines, an Illinois municipal corporation, who acknowledged ____ execution of the foregoing instrument for and on behalf of said corporation by authority of its trustees.

WITNESS my hand and notarial seal this ____ day of _____, 20__.

My Commission Expires:

Send Future Tax Bills To:

[TO COME]

Special Warranty Deed Prepared by:
Mary Patricia Burns, Esq.
Burke Burns & Pinelli, Ltd.
70 W. Madison Street; Suite 4300
Chicago, Illinois 60602

EXHIBIT F

Plans and Specifications

[To Come]

EXHIBIT G

[To Come]

EXHIBIT H

[To Come]