

ORDINANCE NUMBER 12- 01

**AN ORDINANCE APPROVING THE REDEVELOPMENT AGREEMENT
BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, ILLINOIS;
CBBJ, LLC AND MADE TO MEASURE, LLC**

BE IT ORDAINED by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, that the Redevelopment Agreement between the Village of East Dundee, CBBJ, LLC and Made to Measure, LLC presented at this meeting of the Village Board and attached hereto and made a part hereof by reference, is hereby approved and the Village President and Village Clerk are hereby authorized to execute and deliver the Redevelopment Agreement.

Section One. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section Two. Repeal. All ordinances or parts thereof in conflict herewith be and the same are hereby repealed and this ordinance shall be in full force and effect forthwith upon its adoption, approval and publication as provided by law.

Section Three. Publication. That a full, true and complete copy of this ordinance shall be published within ten (10) days after passage in pamphlet form by authority of the Board.

Adopted this 30th day of January, 2012, pursuant to a roll call vote as follows:

AYES: 5 - Justices Lynam, Miller, Van Ostenbudge, Skellicorn

NAYES: 0

ABSENT: 2 - Justices Buffalo & Gorman

Approved by me this 30th day of January, 2012.

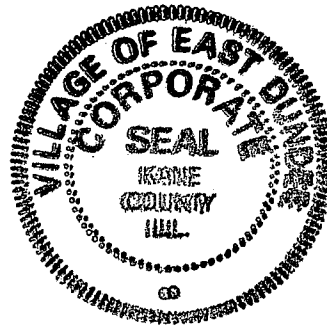
Jerald Bartels
Jerald Bartels, President

Published in pamphlet form this 30th day of January, 2012, under the authority of the President and Board of Trustees.

ATTEST:

Jennifer Rehberg
JENNIFER REHBERG, Village Clerk

Recorded in the Village Records on January 30th, 2012.



**REDEVELOPMENT AGREEMENT BY AND AMONG
THE VILLAGE OF EAST DUNDEE, ILLINOIS CBJB, LLC AND MADE TO MEASURE, LLC**

THIS REDEVELOPMENT AGREEMENT is entered into this 30th day of January, 2012, by and among the Village of East Dundee, Illinois, a municipal corporation (the “*Village*”); CBJB, LLC, an Illinois limited liability company (the “*Owner*”); and, Made to Measure, LLC, an Illinois limited liability company (the “*Developer*”).

PREAMBLES

WHEREAS, the Village of East Dundee, Kane County, Illinois (the “*Village*”) is a home-rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1 *et seq.*, as from time to time amended (the “*TIF Act*”), the President and Board of Trustees of the Village (collectively, the “*Corporate Authorities*”) are empowered to undertake the development or redevelopment of a designated area within the municipal boundaries of the Village in which existing conditions permit such area to be classified as a “blighted area” as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, in accordance with its powers and the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinance No. 08-34, adopted by the Corporate Authorities on June 16, 2008, approved a redevelopment plan and project for the Village of East Dundee Downtown Redevelopment Project Area (the “*Redevelopment Project Area*”) (the “*Redevelopment Plan*”), which sets forth a plan for the development, redevelopment and revitalization of the Redevelopment Project Area; and,

WHEREAS, CBBB, LLC (the "Owner") has advised the Village of its proposal to acquire property within the Redevelopment Project Area commonly known as 302 E. Main Street, East Dundee, legally described on *Exhibit A* attached hereto and made a part hereof (the "Subject Property") for use by Made to Measure (the "Developer") which is considering relocating its business to the Village and redeveloping and rehabilitating the building located at the Subject Property which structure has been vacant since 2006; and,

WHEREAS, the Owner and the Developer have informed the Village that the ability to undertake the acquisition and redevelopment of the Subject Property (the "Project") due to extensive improvements required to retrofit a building constructed in the 1920's as a car dealership, with an addition thirty (30) year later and currently minimally maintained consequently requiring masonry, window and roof repair and replacement shall require financial assistance due to the significant costs to be incurred in order to redevelop the Subject Property for the Developer's use; and,

WHEREAS, the Corporate Authorities have determined that the blighting factors now present on the Subject Property are detrimental to the public and impair development and growth in the Redevelopment Project Area and will continue to impair growth and development but for the use of tax increment allocation financing to assist the Developer to pay certain costs to be incurred to undertake the Project; and,

WHEREAS, the existence of the blighting factors and the extraordinary costs necessary for development and redevelopment have prevented private developers from developing, redeveloping and revitalizing the Subject Property which has, in turn, limited the development and construction of commercial and industrial enterprises within the Redevelopment Project Area; and,

WHEREAS, the proposal of the Owner and the Developer calls for the redevelopment of the Subject Property in accordance with all applicable Village ordinances (collectively the “*Legal Requirements*”) and the Village has determined that the Owner and the Developer have the necessary qualifications, expertise and background necessary to undertake the redevelopment of the Subject Property; and,

WHEREAS, the redevelopment of the Subject Property is consistent with the approved Redevelopment Plan for the Redevelopment Project Area and this Project, as hereinafter defined, shall further the goals and objectives of the Redevelopment Plan for the adjacent properties; and,

WHEREAS, the Village is authorized under the TIF Act to incur costs and to make and enter into all contracts necessary or incidental to the implementation of the Redevelopment Plan for the Redevelopment Project Area; and,

WHEREAS, the Corporate Authorities have determined that the provision by the Village to the Owner and the Developer of the assistance hereinafter described and the acquisition and redevelopment by the Developer of the Subject Property pursuant to this Agreement are in the best interests of the Village and its residents and taxpayers, thereby helping to provide for economic development and job opportunities for the inhabitants of the Village, enhance the tax base of the Village and other taxing districts and add to the welfare and prosperity of the Village and its inhabitants.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

Section 2. Owner's and Developer's Obligations.

(a) On or before May 1, 2012, the Owner and/or the Developer shall have acquired fee simple title to the Subject Property and have delivered a plan for the redevelopment of the Subject Property, including an estimate of all costs to be incurred by the Developer in connection with acquisition and redevelopment of the Subject Property and the phasing of the redevelopment.

(b) The Owner and the Developer covenant and agree that upon completion of the acquisition and the rehabilitation of the Subject Property, the combined entities shall have invested a minimum sum of \$1,100,000.

(c) On or before December 31, 2012, the Owner and the Developer shall have completed the following components of the redevelopment, rehabilitation and renovation of the Subject Property:

- (i) site preparation;
- (ii) façade rehabilitation/renovation;
- (iii) building rehabilitation/renovation; and,
- (iv) initial renovation, furniture and fixtures.

(Collectively, the "*Project*".)

(d) The Developer covenants and agrees that upon the operations of its business at the Subject Property, the Developer shall employ no less than ten (10) full-time employees from the Subject Property.

Section 3. Payments to the Owner and the Developer Payments.

(a) In consideration of the acquisition and redevelopment by the Owner and the Developer of the Subject Property and completion of the Project in accordance with the Legal Requirements and the terms of this Agreement, so long as no event described in Section 15 of this Agreement shall have occurred and be continuing, the Village shall reimburse the Owner and the Developer for certain costs to be incurred by the Owner and the Developer in respect to the redevelopment of the Subject Property as itemized on *Exhibit B* (the “*Redevelopment Project Costs*”), the TIF Act and this Agreement. The aggregate payments to the Owner and the Developer shall in no event exceed \$425,000. For purposes of this Agreement, “Redevelopment Project Costs” shall mean and include “redevelopment project costs” as defined in Section 11-74.4-3(q) of the TIF Act, as from time to time amended.

(b) Upon completion of the Project, the Village shall establish a special tax allocation fund for this Project pursuant to the requirements of the TIF Act (the “*302 E. Main Street Special Tax Allocation Fund*”) into which the Village shall deposit sums sufficient to reimburse the Owner and the Developer for specific Redevelopment Project Costs in an amount not to exceed \$425,000 as follows:

- (i) Immediate Deposit of \$80,000 for Façade Rehabilitation/Renovation;
- (ii) Annual deposit of \$25,000.00 each year for a maximum of ten (10) years for Building Rehabilitation/Renovation; and,
- (iii) Annual deposit of eighty percent (80%) of all Incremental Taxes, as hereinafter defined, for Building Rehabilitation/Renovation. This amount shall be

5% each year after the initial full year of assessed valuation following rehabilitation/renovation. This schedule is listed in Exhibit D.

Section 4. Procedures for and Application of Reimbursement to the Developer.

(a) The Owner and the Developer shall advance all funds and all costs necessary to acquire the Subject Property and construct and complete the Project.

(b) To be eligible for reimbursement of any eligible Redevelopment Project Costs, the Project shall have been constructed and completed in accordance with the Legal Requirements and the Developer shall be operating Made to Measure at the Subject Property employing no less than ten (10) full-time employees.

(c) To establish a right of reimbursement for a specific Redevelopment Project Costs under this Agreement, the Owner and the Developer shall annually submit to the Village or its designated officer or employee on the anniversary date of this Agreement, a written statement in the form attached to this Agreement as *Exhibit C* (a "*Request for Reimbursement*") setting forth the specific Redevelopment Project Costs for which the annual reimbursement is sought. Each Request for Reimbursement shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as the Village President or his designee shall reasonably require to evidence the right of the Owner and the Developer to the reimbursement in an amount not to exceed \$80,000 initially; and \$25,000 annually for a period of ten (10) years; plus eighty percent (80%) of the Incremental Taxes derived from the Subject Property, this amount shall be reduced by 5% each year after the initial full year of assessed valuation following rehabilitation/renovation, for a total amount not to exceed \$425,000. The Village President or his or her designee shall have twenty (20) days after receipt of any Request for Reimbursement from the Owner and the Developer to recommend approval for immediate payment or disapproval of such Request and, if

disapproved, to provide the Owner and the Developer in writing and in detail with an explanation as to why he or she is not prepared to recommend such reimbursement. The only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not an eligible Redevelopment Project Cost under the TIF Act, that it is not contained on *Exhibit B* attached hereto as a Redevelopment Project Cost, or that the cost was not incurred and the construction completed by the Developer in accordance with the Legal Requirement requirements and the provisions of this Agreement, including without limitation all permits issued by the Village. The parties acknowledge that the determination of Redevelopment Project Costs and qualification for reimbursement under this Agreement are subject to the TIF Act, all amendments to the TIF Act both before and after the date of this Agreement, and administrative rules and judicial interpretations rendered during the term of this Agreement. The Village has no obligation to the Owner and the Developer to attempt to modify said rules or decisions but will cooperate with the Developer in obtaining approval of Redevelopment Project Costs.

THE VILLAGE'S OBLIGATIONS TO REIMBURSE THE OWNER AND THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE 302 E. MAIN STREET SPECIAL TAX ALLOCATION FUND OF THE STAF FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. As used in this Agreement, "*Incremental Taxes*" shall mean the amount equal to the amount of ad valorem taxes, if any, paid in respect of the Redevelopment Project Area and its improvements which is attributable to the increase in the equalized assessed value of the Subject Property over its initial equalized assessed value.

Section 5. Term.

Unless earlier terminated pursuant to Section 15, the term of this Agreement shall commence on the date of execution and end:

- i. Cascade Rehabilitation/Renovation – upon reimbursement of funds
- ii. Annual reimbursement for Building Rehabilitation/Renovation-December 2023
- iii. Incremental tax reimbursement for Building Rehabilitation/Renovation - December 31, 2031.

Section 6. Verification of Tax Increment.

The Owner and the Developer shall use its best efforts to cooperate with the Village in obtaining certified copies of all real estate tax bills payable in 2012, and for each subsequent year during the term of this Agreement.

Section 7. No Liability of Village to Others for the Owner's and Developer's Expenses.

The Village shall have no obligation to pay and cost relating to the redevelopment of the Subject Property or to make any payment to any person other than the Owner and the Developer, nor shall the Village be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the development of the Subject Property.

Section 8. Assignment.

This Agreement may not be assigned by the Owner and the Developer without the prior written consent of the Village, which consent shall not be unreasonably withheld.

Section 9. Owner and Developer Indemnification.

The Owner and the Developer shall indemnify and hold harmless the Village, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Owner

and the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Owner and the Developer; or from any negligence or reckless or willful misconduct of the Owner and/or Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Owner and the Developer). The Owner and the Developer shall, at their own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the Village, its agents, officers, officials or employees in any such action, the Owner and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the Village or any of its officers, agents, employees or contractors.

Section 10. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Section 11. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties

or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 12. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Owner:

CBJB, LLC
1130 N. Blackburn Drive
Inverness, IL 60067

To the Developer:

Made to Measure, LLC
545 East Algonquin Road M
Arlington Heights, Illinois 60005

With a copy to:

To the Village:

Village of East Dundee
Village Administrator
120 Barrington Avenue
East Dundee, Illinois 60118

With a copy to:

Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Blvd., Suite 935

Chicago, Illinois 60604

Section 13. No Joint Venture, Agency or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 14. No Discrimination – Construction.

The Owner and the Developer for themselves and their successors and assigns agree that in the construction of the improvements on the Subject Property provided for in this Agreement the Owner and the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Owner and the Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Owner and the Developer agree to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the Village, setting forth the provisions of this nondiscrimination clause. The Owner and the Developer shall comply with all applicable laws regarding rate of pay or other forms of compensation.

Section 15. Remedies – Liability.

(a) If, in the Village's judgment, the Owner and the Developer is in material default of this Agreement, the Village shall provide the Owner and the Developer with a written

statement indicating any failure on the Owner's and the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the Village may not exercise any remedies against the Owner and the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) days period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Owner and the Developer diligently proceed with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Village in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Owner and the Developer materially fail to fulfill their obligations under this Agreement after notice is given by the Village and any cure periods described in paragraph (a) above have expired, the Village may elect to terminate its obligations under this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Owner and the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Owner and the Developer insolvent or unable to pay the Owner's and the Developer's debts, or the Owner and/or the Developer make an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Owner and/or the Developer or for the major part of any of the Owner and/or Developer's property, the

Village may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the Village, to forthwith terminate this Agreement. To effect the Village's termination of this Agreement under this Section, the Village's sole obligation shall be to record, in the Office of the Kane County Recorder, a Certificate of Default, executed by the President of the Village or such other person as shall be designated by the Village, stating that this Agreement is terminated pursuant to the provisions of this Section, in which event this Agreement, by virtue of the recording of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.

(c) If, in the Owner or the Developer's judgment, the Village is in material default of this Agreement, the Owner and/or the Developer shall provide the Village with a written statement indicating in adequate detail any failure on the Village's part to fulfill its obligations under this Agreement. The Owner and/or the Developer may not exercise any remedies against the Village in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Village diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Owner and/or Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(d) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy

consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the Village hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the Village to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

(e) The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois. Any legal proceedings shall be commenced in the Circuit Court of Kane County.

Section 16. Developer's Covenants. The Owner and/or Developer hereby covenant and agree to repay to the Village any and all sums paid by the Village to the Owner and/or Developer pursuant to this Agreement in the event the Owner and/or Developer ceases to operate the business at the Subject Property or employ less than ten (10) full-time employees` at the Subject

Property at any time during the first ten (10) years of this Agreement; provided, however, such amount shall be reduced by five percent (5%) for each twelve (12) months the business has been in operation during that ten (10) year period.

Section 17. Amendment.


This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the Village approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

Section 18. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

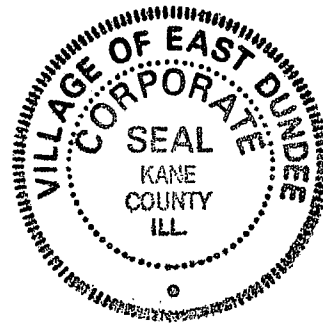
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at East Dundee, Illinois.

Village of East Dundee, an Illinois municipal corporation

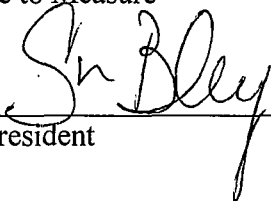
By: 
President

Attest:


Village Clerk



Made to Measure

By: 
Its President

CBJB, LLC

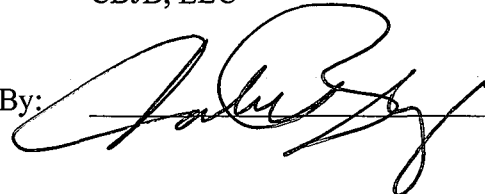
By: 

Exhibit A

Legal Description of Subject Property

Exhibit B

Redevelopment Project Costs

Exhibit C

REQUEST FOR REIMBURSEMENT

[Date]

Village of East Dundee
120 Barrington Avenue
East Dundee, Illinois 60118

Re: Redevelopment Agreement dated _____, by and between the Village of East Dundee, Illinois; CBJB, LLC, an Illinois limited liability company (the "Owner"); and, Made to Measure, LLC, an Illinois limited liability company (the "Developer")

Dear Sir:

You are requested to reimburse the Developer described above in the amount of \$25,000.00 for the purpose(s) set forth in this Request for Reimbursement.

- 1. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Owners and the Developers for those Redevelopment Project Costs detailed in Schedule 1 attached to this Request for Reimbursement.
2. The undersigned certifies that:
(i) the amounts included were made or incurred in accordance with the construction contracts, and building permits heretofore in effect;
(ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represents a part of the funds due and payable for Redevelopment Project Costs;
(iii) the expenditures for which amounts are requisitioned represent proper Redevelopment Project Costs identified in the Redevelopment Project Costs Exhibit B described in the Redevelopment Agreement, have not been included in any previous Request for Reimbursement;
(iv) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse Owner and the Developer for its funds actually advanced for Redevelopment Project Costs;
(v) the amount of Redevelopment Project Costs to be reimbursed in accordance with this Request for Reimbursement, together with all amounts reimbursed to the Developer pursuant to the Agreement, is not in excess of \$425,000;
(vi) the Owner and the Developer is not in default under the Agreement and nothing has occurred to the knowledge of the Owner and the Developer that would prevent the performance of its obligations under the Agreement.
3. Attached to this Request for Reimbursement is Schedule 1, together with copies of invoices or bills of sale and Mechanic's Lien Waivers covering all items for which reimbursement is being requested, on which it has been noted all Redevelopment Project Costs heretofore reimbursed to the Developer.

Made to Measure, LLC

Date: _____

By: _____

CBJB, LLC

By: _____

APPROVED:
Village of East Dundee, an Illinois municipal corporation

Date: _____

Exhibit D

Percentage Reimbursement of Incremental Tax

Tax Year	Payable	Percentage Reimbursement of Incremental Tax
2012 (partial year)	2013	80%
2013	2014	80%
2014	2015	75%
2015	2016	70%
2016	2017	65%
2017	2018	60%
2018	2019	55%
2019	2020	50%
2020	2021	45%
2021	2022	40%
2022	2023	35%
2023	2024	30%
2024	2025	25%
2025	2026	20%
2026	2027	15%
2027	2028	10%
2028	2029	5%
2029	2030	0
2030	2031	0

302 East Main Street, East Dundee
 CONTRACTOR'S STATEMENT

3/27/2013

NAMES & ADDRESSES	CONTRACT FOR	AMOUNT OF CONTRACT	%	COMPLETE	RETENTION	PREVIOUSLY PAID	AMOUNT REQUESTED	BALANCE DUE
KNAACK ENTERPRISES	EXCAVATION - Interior	18,166	100%	18,166	-	18,166	-	-
WEST RIVER CONCRETE	CONCRETE	62,820	100%	62,820	-	62,820	-	-
KARLEY IRON WORKS	STRUCTURAL STEEL	19,485	100%	19,485	-	19,485	-	-
CENTIMARK CORPORATION	ROOFING	69,042	100%	69,042	-	62,138	6,904	-
SPITSON MASONRY	MASONRY (Front Facad & Side Entrance)	55,000	100%	55,000	-	55,000	-	-
HARVARD MASONRY	MASONRY (Interior Demo & Repair)	31,080	100%	31,080	-	31,080	-	-
BLAST-ALL SANDBLASTING	SANDBLASTING (Walls & Joists)	6,000	100%	6,000	-	6,000	-	-
BLAST-ALL SANDBLASTING	SANDBLASTING (Ceiling)	6,700	100%	6,700	-	6,700	-	-
PATRIOT GLASS & GLAZING	ALUMINUM WINDOWS (All Windows & Entrances)	61,281	100%	61,281	-	48,600	12,681	-
RESTORATION RESOURCE GROUP	CARPENTRY & DRYWALL (Including...Framing, Doors, Frames, Hardware & Insulation & Kitchen)	53,741	100%	53,741	-	52,200	1,541	-
RESTORATION RESOURCE GROUP	FLOOR COVERING	13,000	100%	13,000	-	13,000	-	-
PROFESSIONAL INTERIORS	PAINTING & SEALING (Walls)	9,659	100%	9,659	-	8,722	937	-
ST. JOHN PLUMBING SERVICE	PLUMBING, INTERIOR (& AIR LINES)	43,750	100%	43,750	-	37,453	6,297	-
AMBROSE HTG & AIR CONDITNG, INC.	H.V.A.C.	101,175	100%	101,175	-	90,157	11,018	-
PSC ELECTRIC	ELECTRICAL (Demo Only)	6,765	100%	6,765	-	6,765	-	-
AJL ELECTRIC, INC.	ELECTRICAL, FIRE SYSEM, VOICE & DATA	178,773	100%	178,773	-	144,747	34,026	-
DUBOIS PAVING COMPANY	PAVING (Driveway)	16,289	100%	16,289	-	14,660	1,629	-
RESTORATION RESOURCE GROUP	DEMOLITION	2,932	100%	2,932	-	2,932	-	-
WHITNEYS CRANE RENTAL	CRANE RENTAL	510	100%	510	-	510	-	-
NOT LET	CONTINGENCY	-	-	-	-	-	-	-
RESTORATION RESOURCE GROUP	GENERAL CONDITIONS / TEMPORARY SERVICES	37,701	100%	37,701	-	33,120	4,581	-
RESTORATION RESOURCE GROUP	OVERHEAD & FEE	67,935	100%	67,935	-	57,600	10,335	-
TOTALS		861,804	100%	861,804	-	771,855	89,949	-

Alan J. Coulson, P.C.

PROFESSIONAL LAND SURVEYORS

PLAT OF SURVEY

OF PROPERTY DESCRIBED AS:

Lot 6 of the Resubdivision of Block 8 in the Village of East Dundee, Kane County, Illinois according to the plat thereof recorded December 2, 1992 as Document Number 96K86983 and corrected by Certificate of Correction recorded October 29, 1996 as Document Number 96K077017, (except that portion of land given to the State of Illinois, Department of Transportation as contained in the warranty deed recorded as Document Number 95K03302 as follows:
 beginning at the Northwest corner of said Lot 6; thence North 79 degrees 24 minutes 01 second East, (assumed bearing), along the Northerly line of said Lot, 12.00 feet; thence South 34 degrees 02 minutes 30 seconds West, 16.86 feet to the Westerly line of said lot; thence North 11 degrees 19 minutes 01 second West along said Westerly line, 12.00 feet to the point of beginning), in Kane County, Illinois.

ALTA/ACSM LAND TITLE SURVEY

