

Ordinance No. 15-08

**AN ORDINANCE APPROVING A REVISED REDEVELOPMENT AGREEMENT FOR
THE REDEVELOPMENT OF 207 BARRINGTON AVENUE, EAST DUNDEE, COOK
AND KANE COUNTIES, ILLINOIS**

WHEREAS, the Village of East Dundee, Cook and Kane Counties, 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, in accordance with their powers and the requirements of 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*"), 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, pursuant to the TIF Act, the Corporate Authorities on January 20, 2015, pursuant to Ordinance No. 15-03, approved a certain redevelopment agreement by and between the Village and 207 Barrington Avenue LLC (the "*Developer*"), which agreement addressed the acquisition of the property commonly known as 207 Barrington Avenue located in the Village and within the Redevelopment Project Area (the "*Subject Property*") for uses consistent with the Village Comprehensive Plan, Zoning Code and the Redevelopment Plan in order to permit the Developer to undertake additional redevelopment of the Subject Property; and,

WHEREAS, the Corporate Authorities have now revised certain terms of the redevelopment agreement and have determined it to be in the best interest of the Village to repeal

its approval of January 20, 2015, and approve the Redevelopment Agreement attached hereto and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

Section 1. That the Redevelopment Agreement for the Redevelopment of 207 Barrington Avenue, East Dundee, Cook and Kane Counties, Illinois by and between the Village of East Dundee, Cook and Kane Counties, Illinois and 207 Barrington Avenue LLC, an Illinois limited liability company, attached hereto and made a part hereof, is hereby approved and the Village President and Village Clerk are hereby authorized to execute and deliver said Agreement on behalf of the Village.

Section 2. That Ordinance No. 15-03, passed January 20, 2015, is hereby repealed.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the Village President and the Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, this 23rd day of February, A.D. 2015, pursuant to a roll call vote, as follows:

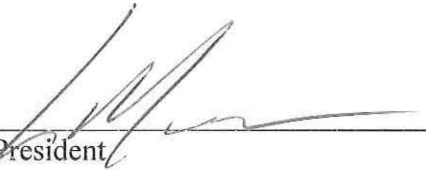
AYES: Trustees Lynam, Selep, Wood and President Miller

NAYS: Trustee Skillicorn

ABSTAIN: Trustee Gorman

ABSENT: Trustee Ruffalo

APPROVED by me, as Village President of the Village of East Dundee, Cook and Kane Counties, Illinois, this 23rd day of February, A.D. 2015.


Village President

Attest:


Village Clerk

**REDEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT OF 207 BARRINGTON
AVENUE, EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS**

THIS REDEVELOPMENT AGREEMENT is entered into this 20 day of FEB, 2015, by and between the Village of East Dundee, Cook and Kane Counties, Illinois, an Illinois municipal corporation (the "*Village*") and 207 Barrington Avenue LLC, an Illinois limited liability company (the "*Developer*").

PREAMBLES

WHEREAS, the Village of East Dundee, Cook and Kane Counties, 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, the Developer has advised the Village that it intends to acquire the property commonly known as 207 Barrington Avenue located in the Village and within the Redevelopment Project Area, and legally described on *Exhibit A*, attached hereto and made a part hereof (the "*Subject Property*"), for uses consistent with the Village Comprehensive Plan, Zoning Code and the Redevelopment Plan (collectively, "*Village Plans*"); and,

WHEREAS, the Developer has informed the Village that it is not economically feasible to undertake additional redevelopment of the Subject Property (the "*Project*") without financial assistance from the Village available through the TIF Act; and,

WHEREAS, the Corporate Authorities have determined that failure to complete the redevelopment of the Subject Property is 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 "redevelopment project costs" to be incurred by the Developer to undertake the Project; and,

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

WHEREAS, the Developer understands that completion of the redevelopment of the Subject Property must be in accordance with the Village Plans and all applicable Village ordinances (collectively the "*Legal Requirements*") and the Village has determined that the Developer has the necessary qualifications, expertise and background to complete the

redevelopment of the Subject Property; and,

WHEREAS, the completion of the redevelopment of the Subject Property shall further the goals and objectives of the Village Plans 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 Developer of the assistance hereinafter described and the acquisition and the completion of the 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 is hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

The Parties agree that 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. Developer's Obligations.

In connection with the rehabilitation of the Subject Property, the Developer shall semi-annually present the following information during the term of this Agreement to the Village Administrator:

- (i) itemization of costs for the rehabilitation and renovation;
- (ii) landscaping plan for the Subject Property;
- (iii) signage plans;
- (iiii) potential number of full-time and number of part-time jobs when the Subject Property is in use as intended; and,
- (v) term of any lease.

(collectively the "*Project Plans*")

Section 3. Village Obligations.

(a) Within fourteen (14) days of receipt of the final Project Plans, the Village shall calculate the total of the Redevelopment Project Costs (as hereinafter defined) incurred to construct and complete the Project Plans for the Subject Property for the purpose of reimbursing the Developer an amount equal to the lesser of thirty percent (30%) of said Redevelopment Project Costs or \$100,000.00. Upon completion of the calculation, the Village shall notify the Developer of the amount of the Redevelopment Project Costs to be reimbursed.

For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs and expenses defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act which are eligible for reimbursement under the TIF Act.

(b) Upon completion of the redevelopment by the Developer of the Subject Property in accordance with the approved Project Plans, 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 Developer for approved Redevelopment Project Costs with respect to the redevelopment of the Subject Property in an amount not to exceed the lesser of 30% of the total Redevelopment Project Costs or \$100,000.00 and in

accordance with the procedures outlined below.

(c) The Village has established a special tax allocation fund solely for the Redevelopment Project Area (the "STAF") into which the Village shall deposit incremental real estate taxes, as hereinafter received from the Redevelopment Project Area.

(d) On December 1 of each year [or, if later, that date which is ten (10) days following the date upon which the Village receives Incremental Taxes (as defined below) from the final installment of real estate taxes] during the term of this Agreement, fifty percent (50%) of the Incremental Taxes with respect to the Subject Property shall be transferred and deposited into the 207 Barrington Avenue Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement) and used solely to reimburse the Developer for approved Redevelopment Project Costs in accordance with this Agreement.

The Village shall also, on each December 1 during the term of this Agreement, deposit up to an additional \$10,000 from the STAF or such other funds available for Redevelopment Costs into the 207 Barrington Avenue Sub-Account in the event there is an outstanding Request for Reimbursement (as hereinafter defined) for which payment has not been made until such time as the Developer has received the lesser of thirty percent (30%) of: the total Redevelopment Project Costs incurred by the Developer or \$100,000.

THE VILLAGE'S OBLIGATIONS TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE FROM INCREMENTAL TAXES DEPOSITED IN THE 207 BARRINGTON AVENUE SUBACCOUNT OF THE STAF FROM TIME TO TIME OR SUCH OTHER AVAILABLE FUNDS FOR REDEVELOPMENT PROJECT COSTS 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 in the STAF 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 all the parcels of property located therein over the initial equalized assessed value of said parcels.

(e) The Village agrees to vacate that portion of Barrington Avenue legally described on *Exhibit D* attached hereto and made a part hereof (the "*Vacated Portion*") and convey such Vacated Portion to the Developer in order to permit the Developer to construct, maintain, and use nine (9) parking spaces adjacent to the Subject Property, provided that the Village retain easement rights in and to the Vacated Portion for any and all municipal purposes.

Section 4. Procedures for Reimbursement to the Developer.

(a) The Developer shall advance all funds necessary to construct and complete the redevelopment of the Subject Property.

(b) To establish a right of reimbursement for a specific Redevelopment Project Costs under this Agreement, the Developer shall submit to the Village President or his or her designated officer or employee, a written request in the form attached to this Agreement as *Exhibit C* (a "*Request for Reimbursement*") setting forth the specific approved Redevelopment Project Costs for which 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 or her designee shall reasonably require to evidence the right of the Developer to the reimbursement in an amount not to exceed the lesser of thirty percent (30%) of the actual Redevelopment Project Costs or \$100,000.00. The Village President or his or her designee shall have twenty (20) days after receipt of any Request for Reimbursement from the Developer to recommend approval for immediate payment or disapproval of such Request and, if disapproved, to provide 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 approved as a part of the Project Plans or the construction was not completed by the Developer in accordance with the approved Project Plans, Legal Requirements and the provisions of this Agreement. 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 Developer to attempt to modify said rules or decisions but will cooperate with the Developer in obtaining approval of Redevelopment Project Costs.

Section 5. Term.

Unless earlier terminated pursuant to Section 15, the term of this Agreement shall commence on the date of execution and end on the earlier of payment to the Developer the lesser of: thirty percent (30%) of the actual Redevelopment Project Costs or \$100,000.00.

Section 6. Verification of Tax Increment.

The Developer shall use its best efforts to cooperate with the Village in obtaining certified copies of all real estate tax bills payable in 2015, and for each subsequent year during the term of this Agreement.

Section 7. No Liability of Village to Others for the 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 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 Developer without the prior written consent of the Village, which consent shall not be unreasonably withheld.

Section 9. Developer Indemnification.

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 reasonable attorney's fees) which may arise directly or indirectly from the failure of 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 Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its 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 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 Developer:

207 Barrington Avenue LLC

DEBRAA Robert Contaldo *DAC*

207 Barrington Avenue

East Dundee, Illinois 60118

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 964

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 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 Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. 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 Developer agrees 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 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 Developer is in default of this Agreement, the Village shall provide the Developer with a written statement indicating any failure on 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 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 Developer 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. 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 Developer fails 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 Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of any of the 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 Developer's judgment, the Village is in default of this Agreement, 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 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 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. 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 17. Developer Covenants.

The Developer covenants and agrees to repay the Village any and all sums paid by the Village to the Developer pursuant to this Agreement in the event the structure on the Subject Property is destroyed and not rebuilt within one (1) year of the date of destruction or the Developer has not abated building code violations after receipt of notice and the time to abate has expired.

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.

[SIGNATURE PAGE FOLLOWS]

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.

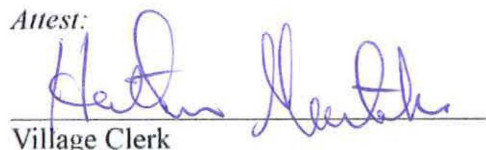
Village of East Dundee, an Illinois municipal corporation

By:

President



Attest:


Village Clerk

207 Barrington Avenue LLC, an Illinois limited liability company

By:

Dacontaldo

Its Owner

D A. CONTALDO
sole member

Attest:

Secretary

Exhibit A

Legal Description of Subject Property

207 Barrington Avenue (Vacant Green Bldg)

8

Exhibit B

Redevelopment Project Costs

Roofing

Flooring

Siding

Masonry

Doors/Windows

Electrical

Plumbing

HVAC

Carpentry

Interior Build-Outs

Concrete

Demo & Miscellaneous

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, Cook and Kane Counties, Illinois; 207 Barrington Avenue LLC, an Illinois limited liability company (the "*Developer*")

Dear Sir:

You are requested to reimburse the Developer described above in the amount of \$_____ 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 Developer for those Redevelopment Project Costs detailed in Schedule I 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, and 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 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 100,000.00;
 - (vi) the Developer is not in default under the Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Agreement.
3. Attached to this Request for Reimbursement is Schedule I, 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.

207 Barrington Avenue LLC

Date: _____

By: _____

APPROVED:

Village of East Dundee, an Illinois municipal corporation

Date: _____

Exhibit D

VACATED PROPERTY
License Agreement



(See Attached)

Legal Description for Barrington Avenue Right-of-Way Vacation & Grant of Easement:

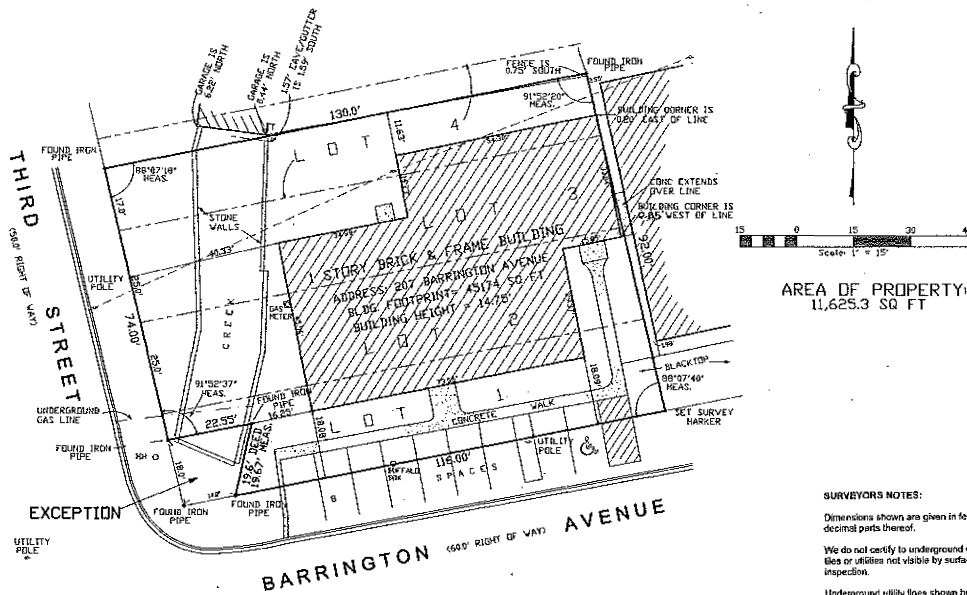
THAT PART OF BARRINGTON AVENUE IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTLY CORNER OF LOT 1 IN BLOCK 3 OF EDWARD'S ADDITION TO EAST DUNDEE; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1, FOR A DISTANCE OF 107.0 FEET; THENCE SOUTHERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, FOR A DISTANCE OF 12.0 FEET; THENCE EASTERLY, PARRALLEL TO AND 12.0 FEET DISTANCE FROM THE SOUTHERLY LINE OF SAID LOT 1, FOR A DISTANCE OF 107.0 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, FOR A DISTANCE OF 12.0 FEET, TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

Alan J. Coulson, P.C. PROFESSIONAL LAND SURVEYORS PLAT OF SURVEY

PROPERTY DESCRIBED AS FOLLOWS:

Lot 1, (except that part of said Lot 1 described as follows: Beginning at the Southwest corner of said lot, thence North along the West line of said lot, 18.0 feet; thence Easterly parallel with the South line of said lot, 22.55 feet, thence Southwesterly 13.5 feet to a point in the South line of said lot that is 14.0 feet East of the point of beginning, thence West along said South line 14.0 feet to the point of beginning), and Lots 2 and 3 and the Southerly 17 feet, (measured along the Easterly and Westerly lines thereof), of Lot 4 in Block 3 of Edward's Addition to East Dundee, in the City of Dundee, Kane County, Illinois.

ALTA/ACSM LAND TITLE SURVEY



SURVEYORS NOTES:

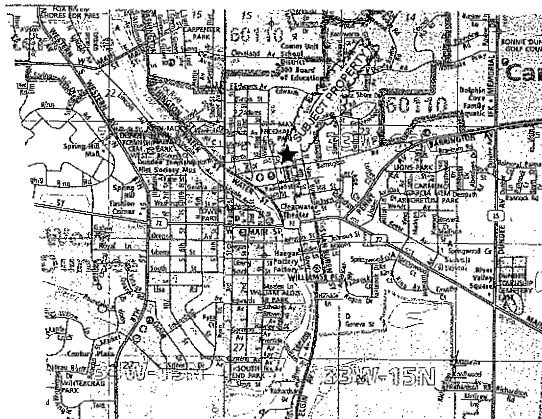
Dimensions shown are given in feet and decimal parts thereof.

We do not certify to underground drain tiles or utilities not visible by surface inspection.

Underground utility lines shown hereon were located by the respective utility companies. JULIE was called on Jan 19, 2015 (Dig No. A0190805).

Easements and servitudes shown hereon are based on a title commitment issued by Commonwealth Land Title Insurance Company, as identified by File No. 1343182MC and dated May 2, 2013.

Part of the subject property falls within the 100 year flood hazard area as delineated by the Federal Emergency Management Agency (FEMA) and as shown on the Flood Insurance Rate Map, Community Plan No. 17089C0157H, effective date Aug. 3, 2009.



VICINITY MAP

STATE OF ILLINOIS
COUNTY OF KANE

To: Commonwealth Land Title Insurance Company
207 Barrington Avenue, LLC

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 7(a), 7(b)(1), 7(c), 8, 9, 11(a), and 16-18, of Table A thereof.

The field work was completed on 1/23/15

Date of Plat of Map: 2/2/15

Charles J. Hill
I, P.L.S. #2700
My license expires on November 30, 2016.

FIELD WORK COMPLETED: 1/23/15

THIS SURVEY IS VALID ONLY
WITH EMBOSSED SEAL.

This professional service conforms to the current
Illinois minimum standards for a boundary survey.

Professional Design Firm Land Surveying
Corporation, License No. 184-002583

Alan J. Coulson, P.C.
PROFESSIONAL LAND SURVEYORS
205 W. Main St., West Dundee, Illinois 60118
Phone: (847) 426-2911 Fax: (847) 426-8974

STATE OF ILLINOIS
COUNTY OF KANE

I hereby certify that I have surveyed the property described in the above caption according to the official record, and that the above plat is a true and correct representation of said survey.

Charles J. Hill, Professional Land Surveyor No. 35-2700
My license expires 11/30/16

Any discrepancy in measurement should be promptly reported to the surveyor for explanation or correction.

WE DO NOT CERTIFY AS TO THE LOCATION OF UNDERGROUND UTILITIES OR UNDERGROUND IMPROVEMENTS.

Compare the description on this plat with deed. Refer to deed for easements and building lines.

Scale: 1" = 15'
Order: CONTOLDO
Page: 02-23E
Drawn: JAH
Job: C90529 LWT
City: East Dundee