

Ordinance No. 17-32e

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS APPROVING A REDEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT OF 215 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 created in accordance with 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 its municipal limits 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, pursuant to its powers and in accordance with 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 (the “*Redevelopment Plan*”) setting forth a plan for the development, redevelopment and revitalization of a redevelopment project area and, thereafter, pursuant to Ordinance Nos. 08-35 and 08-36 designated a redevelopment project area known as the Village of East Dundee Downtown Redevelopment Project Area (the “*Redevelopment Project Area*”) and adopted tax increment allocation financing for the Redevelopment Project Area; and,

WHEREAS, pursuant to the Business District Development and Redevelopment Law of the State of Illinois, 65 ILCS 5/11-74.3-1, *et seq.*, as from time to time amended (the “*BDD Act*”), on September 29, 2008, the Corporate Authorities, after public hearings, passed Ordinance

No. 08-57 designating the Route 25 and Route 72 Business District (the “*BD District*”), which was amended by Ordinance No. 11-19 on April 11, 2011, adding certain properties to this commercial district as described therein, and both of said Ordinances imposing a retailers’ occupation tax and service occupation tax (the “*BD Taxes*”) in the amount of one-half of one percent (1/2%) on all commercial operations within the boundaries of the commercial district, as amended, to pay costs incurred in connection with the planning, execution and implementation of the Route 25 and Route 72 Development Plan (the “*BD Plan*”); and,

WHEREAS, the Corporate Authorities further amended the BD District by Ordinance 13-05 on March 18, 2013, to add additional properties to the BD District and change the name of the BD District to the “Downtown and Dundee Crossings Business Development District” and again on March 30, 2015, by Ordinance No. 15-16 to increase the rate of the BD Taxes imposed upon all commercial operations within the boundaries of the BD District to three-fourths of one percent (3/4%); and,

WHEREAS, Next Treasure LLC, an Illinois limited liability company (the “*Developer*”) has submitted a proposal to the Village to acquire the property commonly known as 215 Barrington Avenue located in the Village and within the Redevelopment Project Area and BD District, and legally described on *Exhibit A*, attached hereto and made a part hereof (the “*Subject Property*”), and to renovate and rehabilitate the Subject Property for use as a café and bar, including a wood burning pizza oven (the “*Project*”); and,

WHEREAS, the Developer has advised the Village that the ability to undertake the Project requires financial assistance from the Village for certain improvements that would be incurred in connection with the acquisition and rehabilitation of the Subject Property, which

costs would constitute "Redevelopment Project Costs" and "Business District Project Costs" as those terms are defined in the TIF Act and BDD Act, respectively; and,

WHEREAS, the Corporate Authorities have determined that the Project is consistent with the Redevelopment Plan and BD Plan and that in order to induce the Developer to undertake the acquisition of the Subject Property and completion of the Project it is in the best interests of the Village and the health, safety, morals, and welfare of its residents for the Village to reimburse the Developer for certain eligible Redevelopment Project Costs and Business District Project Costs in accordance with the terms and conditions as set forth in a redevelopment agreement between the Village and Developer.

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:

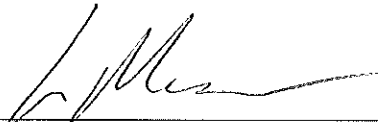
Section 1. That the Redevelopment Agreement for the Redevelopment of 215 Barrington Avenue, East Dundee, Cook and Kane Counties, Illinois by and between the Village of East Dundee, Cook and Kane Counties, Illinois and Next Treasure LLC, attached hereto and made a part hereof, is hereby approved and the Village President and Village Clerk are hereby authorized to execute and deliver said Agreement on behalf of the Village and to undertake any and all actions as may be necessary to implement its terms.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

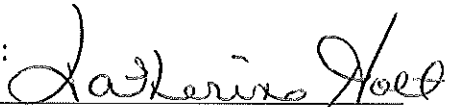
ADOPTED this 17th day of July, 2017 pursuant to a roll call vote as follows:

AYES: Trustees Lynam, Selep, Wood, Hall, Mahony and Andresen
NAYS: Ø
ABSENT: Ø

APPROVED by me this 17th day of July, 2017.



Village President

Attest: 

Village Clerk

REDEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT OF 215 BARRINGTON AVENUE, EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS

THIS REDEVELOPMENT AGREEMENT is entered into this 17th day of July, 2017, by and between the Village of East Dundee, Cook and Kane Counties, Illinois, an Illinois municipal corporation (the “*Village*”) and Next Treasure 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, pursuant to the Business District Development and Redevelopment Law of the State of Illinois, 65 ILCS 5/11-74.3-1, *et seq.*, as from time to time amended (the “*BDD*”

Act”), the Corporate Authorities are empowered to undertake the development or redevelopment of business districts within the municipal boundaries of the Village which are in need of revitalization; and,

WHEREAS, pursuant to the BDD Act, on September 29, 2008, the Corporate Authorities, after public hearings, passed Ordinance No. 08-57 designating the Route 25 and Route 72 Business District (the “*BD District*”), which was amended by Ordinance No. 11-19 on April 11, 2011, to add certain properties to this commercial district as described therein, and to impose a retailers’ occupation tax and service occupation tax (the “*BD Taxes*”) in the amount of one-half of one percent (1/2%) on all commercial operations within the boundaries of the amended commercial district to pay costs incurred in connection with the planning, execution and implementation of the Route 25 and Route 72 Development Plan (the “*BD Plan*”); and,

WHEREAS, the Corporate Authorities further amended the BD District by Ordinance 13-05 on March 18, 2013, adding additional properties and changing the name of the BD District to the “Downtown and Dundee Crossings Business Development District”; and,

WHEREAS, on March 30, 2015, the Corporate Authorities, after a public hearing, amended the BD District and BD Plan by Ordinance No. 15-16 to increase the BD Taxes in the amount of one quarter of one percent (1/4%) thereby resulting in BD taxes of three quarters of one percent (3/4%) on all commercial operations within the BD District; and,

WHEREAS, the Developer has advised the Village that it intends to acquire the property commonly known as 215 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*”), to be renovated and rehabilitated for use as a café and bar, including a wood burning pizza oven (the “*Project*”); and,

WHEREAS, the Developer has informed the Village that it is not economically feasible to undertake the Project without financial assistance from the Village available through the BDD Act and the TIF Act; and,

WHEREAS, the Developer understands that the Project must be constructed in accordance with the approved plans, all permits 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 undertake the Project and thereafter operate the café and bar (the “*Business*”); 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 Project and operation of the Business 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.

(a) The Developer covenants and agrees to acquire the Subject Property and thereafter undertake the Project which shall require an investment by the Developer of

approximately \$600,000. The Developer further covenants and agrees to construct the Project in accordance with all applicable ordinances and regulations of the Village and all permits issued in connection with the Project and to complete the Project on or before December 31, 2017.

(b) The Developer hereby covenants and agrees to operate its Business at the Subject Property throughout the term of this Agreement; the Developer further covenants and agrees that its failure to continuously operate the Business at the Subject Property, for a minimum of eight (8) hours per day for five (5) days per week, subject to force majeure and temporary closings for casualty or renovations, during the term of this Agreement shall constitute an immediate event of default of this Agreement and, upon such event of default, any and all obligations of the Village under this Agreement shall be deemed null and void.

(c) The Developer covenants and agrees at all times throughout the term of this Agreement, to comply with all applicable laws and ordinances of the Village and State of Illinois.

Section 3. Developer Payments.

In consideration for acquisition of the Subject Property by the Developer, 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 "Redevelopment Project Costs", as hereinafter defined, in an amount of the lessor of: (i) twenty-two percent (22%) of the total costs incurred by the Developer to acquire the Subject Property and undertake the Project; or (ii) \$130,000 subject to the provisions of Section 4, the limitations of the TIF Act, and this Agreement.

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 and as defined as “business district project costs” in Section 11-74.3-5 of the BDD Acts (“*Business District Project Costs*”).

(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 taxes, as hereinafter defined received from the Redevelopment Project Area and all BD Taxes generated from the BD District.

(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 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 215 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, no less than tri-annually during the term of this Agreement, deposit into the STAF ninety percent (90%) of the BD Taxes generated by the Business and immediately use such deposits solely to reimburse the Developer for approved Business District Project costs in accordance with this Agreement.

THE VILLAGE’S OBLIGATIONS TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES AND BD TAXES DEPOSITED IN THE 215 BARRINGTON AVENUE SUBACCOUNT 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 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.

Section 4. Procedures for Reimbursement to the Developer.

(a) The Developer shall advance all funds necessary to construct and complete the Project.

(b) To establish a right of reimbursement for a specific Redevelopment Project Costs and Business District Project Costs under this Agreement, the Developer shall submit to the Village Administrator 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 and/or approved Business District Project Costs for which reimbursement is sought. Attached as *Exhibit B* is a list of the proposed and expected Redevelopment Project Costs. Each Request for Reimbursement shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as the Village Administrator 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 twenty-two percent (22%) of the actual costs of the Project or \$130,000.00. The Village Administrator 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 or an eligible Business District Project Cost under the BDD Act, that it is

not approved as a part of the approved Project or the construction was not completed by the Developer in accordance with the approved permits for the Project, Legal Requirements and the provisions of this Agreement. The parties acknowledge that the determination of Redevelopment Project Costs or Business District 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, the BDD Act, as amended and administrative rules and judicial interpretations rendered during the term of this Agreement.

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: (i) payment to the Developer of the lesser of: (a) twenty-two percent (22%) of the actual costs of the Project or (b) \$130,000.00; or (ii) December 31, 2031.

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 2017, and for each subsequent year during the term of this Agreement and copies of all reports of sales taxes filed with the Illinois Department of Revenue by Developer or its affiliated entity operating the Business.

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

The Village shall have no obligation to pay any 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; 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 reasonable 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:

Next Treasure LLC
215 Barrington Avenue
East Dundee, Illinois 60118
Attn: Kathleen Bergeron

With a copy to:

Max Kanter, Esq.
Bronson & Kahn LLC
150 N. Wacker Drive, Suite 1400
Chicago, IL 60606

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 during the term of this Agreement and not rebuilt within one (1) year of the date of destruction, or if 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.

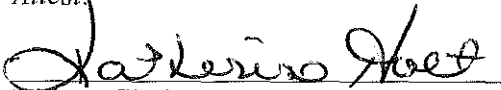
Village of East Dundee, an Illinois municipal corporation

By:

President



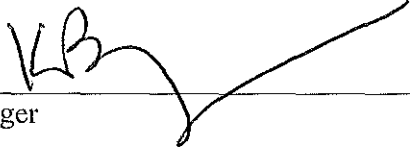
Attest:


Village Clerk

Next Treasure LLC, an Illinois limited liability company

By:

Its: Manager



Attest:

Exhibit A

Legal Description of Subject Property

Parcel 1:

That part of the Northwest Quarter of the Southwest Quarter of Section 23, Township 42 North, Range 8 East of the Third Principal Meridian bounded and described as follows: Beginning at the intersection of the North line of Barrington Avenue and a Line 28 feet East of (as measured along the North line of Barrington Avenue) and parallel with the Easterly line of Block 3 of Edwards Addition to the Village of East Dundee; thence Northerly a long said parallel line 80.0 feet; thence Easterly at right angles to the last described course, 26.0 feet to a line that is parallel with and 25.0 feet Southwesterly, measured radially from the center line of the Chicago and Northwestern Railway Company's Main Track as said Track is now located and established; Thence Southeasterly along the last described parallel line a chordal distance of 84.74 feet to the intersection with the Northerly line of said Barrington Avenue; Thence Westerly along the Northerly line of said Barrington Avenue, 45.43 feet to the point of beginning, all in the Village of East Dundee, Kane County, Illinois.

Parcel 2:

That part of the Northwest Quarter of the Southwest Quarter of Section 23, Township 42 North, Range 8 East of the Third Principal Meridian bounded and described as follows: Commencing at the intersection of the North line of Barrington Avenue and a line 28 feet East of (as measured along Barrington Avenue) and parallel with the Easterly line of Block 3 of Edwards Addition to the Village of East Dundee; thence Northerly along said parallel line 80.0 feet for a place of beginning; Thence continuing Northerly along said parallel line 5.0 feet; Thence Easterly at right angles to the last described course, 24.75 feet; more or less, to a line that is parallel with and 25.0 feet Southwesterly, measured radially, from the center line of the Chicago and Northwestern Railway Company's Main Track as said Track is now located and established, thence Southeasterly along the last described parallel line a chordal distance of 5.31 feet, more or less, to a point of intersection with a line drawn through the place of beginning and perpendicular to the East line of Block 3 of aforesaid Edward's Addition; Thence Westerly a long said perpendicular line 26.0 feet to the place of beginning, all in the Village of East Dundee, Kane County, Illinois.

Commonly known as: 215 Barrington Avenue, East Dundee, IL 60118
PIN: 03-23-303-011

Exhibit B

*Redevelopment Project Costs
(To be Provided)*

<u>Item</u>	<u>Estimated Cost</u>
Purchase of the Development Site	\$225,000.00
Build-out (\$200 per sq.ft.)	\$200,000.00
Closing Costs/Legal Fees/Permit Fees	\$1,847.00
Architectural & Engineering Fees	\$16,000.00
Inspections	\$500.00
Exterior Signage and Lighting	\$4,000.00
Contractor	\$36,000.00
Windows and Fascade	\$115,000.00
Concrete Curbs, walks	\$4,500.00
Site work excavation	\$3000\$
Walk in Cooler	\$10,000.00
Legal Fees	\$5,600.00
Landscaping	\$28,000.00
	\$646,447.00

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, Cook and Kane Counties, Illinois; Next Treasure 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 Business District Project Costs and 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 Business District Project Costs or Redevelopment Project Costs;
 - (iii) the expenditures for which amounts are requisitioned represent proper Redevelopment Project Costs and Business District Project Costs identified in the Redevelopment Project Costs described in Exhibit B of 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 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 \$130,000.00;
 - (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 1, together with copies of invoices or bills of sale and Mechanic’s Lien Waivers covering all lienable items for which reimbursement is being requested.

Next Treasure LLC

Date: _____

By: _____

APPROVED:
Village of East Dundee, an Illinois municipal corporation

Date: _____

215 Barrington Reimbursement Analysis

Year	TIF Recapture			BDD Sales Tax				
	Increment	Developer Share	Developer Reimbursement	Sales	BDD Sales Tax	BDD Sales Tax	Developer Share	Developer Reimbursement
Year 1	2,865.53	50%	1,432.77	1,000,000.00	0.75%	\$ 7,500.00	90%	6,750.00
Year 2	2,951.50	50%	1,475.75	1,020,000.00	0.75%	\$ 7,650.00	90%	6,885.00
Year 3	3,040.04	50%	1,520.02	1,040,400.00	0.75%	\$ 7,803.00	90%	7,022.70
Year 4	3,131.25	50%	1,565.62	1,061,208.00	0.75%	\$ 7,959.06	90%	7,163.15
Year 5	3,225.18	50%	1,612.59	1,082,432.16	0.75%	\$ 8,118.24	90%	7,306.42
Year 6	3,321.94	50%	1,660.97	1,104,080.80	0.75%	\$ 8,280.61	90%	7,452.55
Year 7	3,421.60	50%	1,710.80	1,126,162.42	0.75%	\$ 8,446.22	90%	7,601.60
Year 8	3,524.24	50%	1,762.12	1,148,685.67	0.75%	\$ 8,615.14	90%	7,753.63
Year 9	3,629.97	50%	1,814.99	1,171,659.38	0.75%	\$ 8,787.45	90%	7,908.70
Year 10	3,738.87	50%	1,869.44	1,195,092.57	0.75%	\$ 8,963.19	90%	8,066.87
Year 11	3,851.04	50%	1,925.52	1,218,994.42	0.75%	\$ 9,142.46	90%	8,228.21
Year 12	3,966.57	50%	1,983.28	1,243,374.31	0.75%	\$ 9,325.31	90%	8,392.78
Year 13	4,085.57	50%	2,042.78	1,268,241.79	0.75%	\$ 9,511.81	90%	8,560.63
Year 14	-		-	1,293,606.63	0.75%	\$ 9,702.05	90%	8,731.84
Reimbursement	44,753.30		22,376.65			\$ 119,804.54		107,824.08
Total Taxes	164,557.84							
Total Estimated Reimbursement	130,200.73							
Maximum Reimbursement	130,000.00							
Assumptions								
Base EAV	24,678.00							
New FMV (Est. by Assessor)	160,000.00							
New EAV (Est. by Assessor)	53,333.33							
Incremental EAV	28,655.33							
Incremental Revenue	2,865.53							
Total Increment Over 13 Years	37,251.93							

